

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

F O R M 10-K

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

For the fiscal year ended December 31, 2014

() TRANSITION REPORT PURSUANT TO SECTION 13 OR
15(d) OF THE SECURITIES ACT OF 1934
For the transition period from _____ to _____

Commission file number **0-22904**

PARKERVISION, INC.
 (Exact Name of Registrant as Specified in its Charter)

Florida
 (State of Incorporation)

59-2971472
 (I.R.S. Employer ID No.)

7915 Baymeadows Way, Suite 400
Jacksonville, Florida 32256
 (Address of Principal Executive Offices)

Registrant's telephone number, including area code: **(904) 732-6100**

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

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, \$.01 par value	The NASDAQ Stock Market
Common Stock Rights	The NASDAQ Stock Market

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

None

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

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

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 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 (X) No ()

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
Yes (X) 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. (X)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act. (Check one):

Large accelerated filer ()

Accelerated filer (X)

Non-accelerated filer ()

Smaller reporting company ()

(Do not check if a smaller reporting company)

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

As of June 30, 2014, the aggregate market value of the registrant's common stock, \$.01 par value, held by non-affiliates of the registrant was approximately \$ 120,989,335 (based upon \$ 1.48 share closing price on that date, as reported by NASDAQ).

As of March 11, 2015, 97,555,516 shares of the Issuer's Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's Definitive Proxy Statement to be filed with the Commission pursuant to Regulation 14A in connection with the registrant's 2015 Annual Meeting of Shareholders, to be filed not later than 120 days after the end of the fiscal year covered by this report, are incorporated by reference into Part III (Items 10, 11, 12, 13, and 14) of this report.

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INTRODUCTORY NOTE

Unless the context otherwise requires, in this Annual Report on Form 10-K (“Annual Report”), “we”, “us”, “our” and the “Company” mean ParkerVision, Inc.

Forward-Looking Statements

We believe that it is important to communicate our future expectations to our shareholders and to the public. This Annual Report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, in particular, statements about our future plans, objectives, and expectations under the headings “Item 1. Business” and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.” When used in this Annual Report and in future filings by the Company with the Securities and Exchange Commission (“SEC”), the words or phrases “will likely result”, “management expects”, “we expect”, “will continue”, “is anticipated”, “estimated” or similar expressions are intended to identify such “forward-looking statements.” Readers are cautioned not to place undue reliance on such forward-looking statements, each of which speaks only as of the date made. Such statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical results and those presently anticipated or projected, including the risks and uncertainties set forth in this Annual Report under the heading “Item 1A. Risk Factors” and in our other periodic reports. Examples of such risks and uncertainties include general economic and business conditions, the outcome of litigation, competition, unexpected changes in technologies and technological advances, the timely development and commercial acceptance of new products and technologies, reliance on key business and sales relationships, reliance on our intellectual property, and the ability to obtain adequate financing in the future. We have no obligation to publicly release the results of any revisions which may be made to any forward-looking statements to reflect anticipated events or circumstances occurring after the date of such statements.

PART I

Item 1. Business.

We were incorporated under the laws of the state of Florida on August 22, 1989. We are in the business of innovating fundamental wireless technologies. We design, develop and market our proprietary radio frequency (“RF”) technologies and products for use in semiconductor circuits for wireless communication products. We have expended significant financial and other resources to research and develop our RF technologies and to obtain patent protection for those technologies in the United States (“U.S.”) and certain foreign jurisdictions. We believe certain patents protecting our proprietary technologies have been broadly infringed by others and therefore our business plan includes enforcement of our intellectual property rights through patent infringement litigation and licensing efforts.

Based on the manner in which our management views and evaluates our operations, we have determined that our business currently operates under a single segment. Refer to our financial statements in Item 8 of this Annual Report for financial data including net losses from operations and total assets.

Recent Developments

Litigation Funding Agreement

In December 2014, we entered into a funding agreement with 1624 PV, LLC (“1624”), an affiliate of 1624 LLC, a litigation investment firm, whereby 1624 committed to fund up to \$7 million for legal fees and expenses for specified future patent infringement litigation. We will reimburse and compensate 1624 from the proceeds resulting from these actions. In addition, 1624 may receive a portion of our proceeds

from other patent litigation, licensing and patent-related monetization activities. 1624's compensation is subject to a maximum which is determined as a multiple of the funds provided by 1624 under this agreement. We have not yet filed any patent infringement actions covered by this agreement.

Sale of Warrants

In December 2014, we also entered into an agreement for the sale of warrants to 1624 for an aggregate price of \$1.3 million. This transaction closed on January 15, 2015 at which time we issued three warrants to 1624, each for the purchase of up to 1,884,058 shares of our common stock at exercise prices of \$1.50, \$2.50 and \$3.50 per share, respectively. The warrants are exercisable through January 15, 2018. If the warrants are fully exercised in the future, we will receive aggregate exercise proceeds of approximately \$14.1 million. We expect to file a registration statement with the SEC promptly after filing this report to cover the resale of all of the shares of common stock issuable upon exercise of the warrants.

Inter Partes Review

In 2014, RPX Corporation and Michael Farmwald filed petitions for *Inter Partes* review ("IPR") with the Patent Trial and Appeal Board of the United States Patent and Trademark Office ("PTAB") seeking to invalidate certain claims related to four of our patents. On December 18, 2014, the PTAB issued a decision to institute trial on certain claims included in three of the four IPR petitions and denied institution on one challenged claim. On January 8, 2015, the PTAB denied institution of trial for the fourth IPR petition. Refer to "Legal Proceedings" in Note 11 to our financial statements included in Item 8 for a complete discussion of our IPR proceedings.

General Development of Business

Our business has been primarily focused on the development, marketing and legal enforcement of our RF technologies for mobile and other wireless applications. Our technologies represent among other things, unique, proprietary methods for processing RF waveforms in wireless applications. Our technologies apply to both transmit and receive functions of transmitters, receivers, and transceivers as well as other related RF communications functions. A portion of our transmit technology is marketed as Direct2Power™, or d2p™, and enables the transformation of a baseband data signal to an RF carrier waveform, at the desired power output level, in a single unified operation. A portion of our receiver technology is marketed as Direct2Data™, or d2d™, and enables the direct conversion of an RF carrier to a baseband data signal. We have developed these and a number of additional innovations which are protected by the intellectual property we have secured in various patent families for RF and related functions in RF-based communications.

Strategy

We have a three-part growth strategy for commercializing our innovations that includes intellectual property licensing and/or product ventures, intellectual property enforcement, and product and component development, manufacturing and sales.

· *Intellectual Property Licensing and Product Ventures.* In 2014, we launched a licensing/product venture campaign to explore licensing and joint product development opportunities with wireless communications companies that make, use or sell chipsets and/or products that incorporate RF. We believe there are a number of communications companies that can benefit from the use of the RF technologies we have developed, whether through a license or, in certain cases, a joint product venture that may include licensing rights. We have engaged 3LP Advisors, LLC ("3LP") under a licensing services agreement for the management of our licensing operation, largely on a commission basis.

• *Intellectual Property Enforcement.* We are also involved in litigation against others in order to protect and defend our intellectual property rights. We are currently involved in two patent infringement cases against Qualcomm Incorporated (“Qualcomm”) for their unauthorized use of certain of our patents. One case was filed in July 2011 and is currently on appeal. The second case was served in August 2014 against Qualcomm and certain of its customers with a trial date currently scheduled for August 2016. Refer to “Legal Proceedings” in Note 11 to our financial statements included in Item 8 for a complete discussion of the proceedings in this matter.

• *Product and Component Sales.* Our product development and marketing efforts are focused on our RF technologies in communications industries that do not use highly integrated semiconductors, such as infrastructure, industrial and military applications. In 2014, we established a network of sales representatives throughout the U.S. and Asia and also initiated production of component products in order to provide inventory to support our sales efforts.

Since 2005, we have generated no royalty or product revenue from our RF technologies. Our ability to generate revenues sufficient to offset costs is subject to our ability to successfully enforce and defend our intellectual property rights, secure new product and/or licensing customers for our technologies, and successfully support those customers in completing their product designs.

We believe the investments we make in new technology innovations and obtaining intellectual property rights on those innovations are critical business processes and, as such, we have and will continue to devote substantial resources to research and development for this purpose. We protect our intellectual property rights by securing patent protection and, where necessary, defending those patents against infringement by others.

Products and Services

In order to utilize RF technology in a mobile handset or certain other wireless application, RF chipsets must interface with the baseband processor that generates the data to be transmitted and/or received. The development of the interface between the baseband processor and RF chipsets requires a cooperative effort with the baseband provider.

We have designed RF chipsets to interface specifically with baseband processors produced by VIA-Telecom, Inc. (“VIA”), a CDMA baseband provider. We have worked with VIA since 2009 on the joint development of reference platforms that incorporate our products and VIA baseband processors without the exchange of intellectual property rights. We also worked with VIA to co-develop a sample 3G mobile handset which verified our technology in a working implementation and tested our technology’s performance. The results of these efforts were utilized to market our product to VIA’s customers. Since 2010, we have modified our circuit layout and packaging to meet design requirements of specific VIA’s customers. In 2013, we entered into a formal development agreement with VIA whereby we would compensate VIA for the resources required for their development and ongoing support and maintenance of the custom interfaces between our products for a specific customer. Pursuant to the agreement, VIA completed the development of the custom interface for certain of its baseband processors. In 2014, we terminated our formal development agreement with VIA prior to VIA’s completion of the interface to its latest model baseband processor due to the uncertainty of the specific customer’s future use of the VIA baseband in its products.

We anticipate our future business will include licensing of our intellectual property, the joint development and/or sale of integrated circuits based on our technology for incorporation into wireless devices designed and manufactured by our customers, and the sale of products and components developed and manufactured by us. In addition, from time to time, we may provide engineering consulting and design

services to our customers, for a negotiated fee, to assist them in developing prototypes and/or products incorporating our technologies. Our technology is capable of being incorporated for any of the mobile handset standards, as well as numerous other communications protocols such as WiFi, Bluetooth, Zigbee, and GPS. By pursuing both licensing and product opportunities, we believe our technologies can be deployed in multiple markets that incorporate RF transmitters, receivers, and/or transceivers, including mobile handsets, tablets, femtocells, machine-to-machine, RF identification and infrastructure, among others. In order to secure proper compensation for the unauthorized use of our technologies by others, our licensing efforts also include enforcement actions against parties in these markets who we believe have already deployed products that infringe certain of our patented technologies.

Competitive Position

We operate in a highly competitive industry against companies with substantially greater financial, technical, and sales and marketing resources. Our technologies face competition from incumbent providers of transceivers, such as Broadcom, Fujitsu, Intel, MediaTek, NVidia, Qualcomm, ST Microelectronics, Marvell, Texas Instruments, and others, as well as incumbent providers of power amplifiers, including companies such as Anadigics, Qorvo, and Skyworks, among others. Each of our competitors, however, also has the potential of becoming a licensing or product customer for our technologies. Competition in our industry is generally based on price and technological performance.

To date, we are unaware of any competing or emerging RF technologies that provide all the simultaneous benefits that certain of our technologies enable. Our unique technologies process RF carriers in a more optimal manner than prior traditional technologies, thereby allowing the creation of handsets and other products that have extended battery life, lower operating temperatures, more easily incorporate multiple air interface standards and frequencies in smaller form factors, improve operational performance, and reduce manufacturing costs. One or more of these benefits enable some of the key features that can be found in high volume wireless products. Our technologies provide such attractive benefits, in part, because of their unique operational and/or circuit architectures. The benefits our technologies enable include highly accurate transmission and reception of RF carriers that use less power than traditional architectures and components, thereby extending battery life, reducing heat and enabling certain size, cost, performance, and packaging advantages.

We believe the most significant hurdle to the licensing and/or sale of our technologies and products is the widespread use of certain of our technologies in infringing products produced by companies with significantly greater financial, technical and sales and marketing resources. In some cases, the disruptive nature of our technologies, the required integration of our technologies with other sub-systems in semiconductor systems on-chip, and our lack of tenure in the markets we are targeting provide further hurdles to adoption. We believe we can gain adoption and/or secure licensing agreements with unauthorized current users of one or more of our technologies, and therefore compete, based on a solid and defensible patent portfolio and the advantages enabled by our unique circuit architectures. Our circuit architectures are capable of being compliant with all current mobile phone and numerous other wireless industry standards and can be configured to accept all standard baseband data interfaces with the cooperation of the baseband processor providers. In addition, we believe that one or more of our technology's abilities to provide improved power efficiencies, highly accurate RF carrier waveforms, reduced cost, smaller form factors and better manufacturing yields, provides a sought-after solution to existing problems in applications for 3G, 4G, and next-generation mobile wireless standards, as well as in other applications where we believe our technologies can provide an attractive solution.

Production and Supply

In 2014, we initiated production of certain component products in order to provide inventory to support

our sales efforts. The integrated circuits which incorporate our RF technologies are produced through fabrication relationships with IBM Microelectronics (“IBM”) using a silicon germanium process and Taiwan Semiconductor Manufacturing Company Limited (“TSMC”) using a CMOS semiconductor process. We believe IBM and TSMC have sufficient capacity to meet our foreseeable needs. In addition, our integrated circuits have been and can be produced using different materials and processes, if necessary, to satisfy capacity requirements and/or customer preferences. In instances where our customer licenses our intellectual property, the production capacity risk shifts to that customer.

Patents and Trademarks

We consider our intellectual property, including patents, patent applications, trademarks, and trade secrets to be significant to our competitive positioning. We have a program to file applications for and obtain patents, copyrights, and trademarks in the U.S. and in selected foreign countries where we believe filing for such protection is appropriate to establish and maintain our proprietary rights in our technology and products. As of December 31, 2014, we had 179 U.S. and 88 foreign patents related to our RF technologies. In addition, we have approximately 45 U.S. and foreign patent applications pending. We estimate the economic lives of our patents to be fifteen to twenty years and our current portfolio of issued patents have expirations ranging from 2018 to 2032.

From time to time, we obtain licenses from others for standard industry circuit designs that are integrated into our own integrated circuits as supporting components that are peripheral to our core technologies. We believe there are multiple sources for these types of standard circuits and we estimate the economic lives of the licenses to be two to five years based on estimated technological obsolescence.

Research and Development

For the years ended December 31, 2014, 2013, and 2012 we spent approximately \$8.5 million, \$10.4 million, and \$8.4 million, respectively, on Company-sponsored research and development activities. Our research and development efforts have been, and are expected to continue to be, devoted to the development and advancement of RF technologies, including the development of prototype integrated circuits for proof of concept purposes, the development of production-ready silicon samples and reference designs for specific applications, and the creation of test programs for quality control testing of our chipsets.

Employees

As of December 31, 2014, we had 47 full-time and 2 part-time employees, of which 30 are employed in engineering research and development, 6 in sales and marketing, and 13 in executive management, finance and administration. Our employees are not represented by a labor union. We consider our employee relations satisfactory.

Available Information and Access to Reports

We file annual reports on Forms 10-K, quarterly reports on Forms 10-Q, proxy statements and other reports, including any amendments thereto, electronically with the SEC. The SEC maintains an Internet site (<http://www.sec.gov>) where these reports may be obtained at no charge. Copies of these reports may also be obtained from the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC 20549. Information on the operation of the SEC Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. We also make copies of these reports available, free of charge through our website (<http://www.parkervision.com>) via the link “SEC filings” as soon as practicable after filing or furnishing such materials with the SEC. We also will provide copies of the annual report on Form 10-K and the

quarterly reports on Forms 10-Q filed during the current fiscal year, including any amendments thereto, upon written request to us at ParkerVision, Inc., Investor Relations, 7915 Baymeadows Way, Suite 400, Jacksonville, Florida, 32256. These reports will be provided at no charge. Exhibits to these reports may be obtained at a cost of \$.25 per page plus \$5.00 postage and handling.

Corporate Website

We webcast our earnings calls and certain events we participate in or host with members of the investment community in the investor relations section of our website. Additionally, we announce investor information, including news and commentary about our business, financial performance and related matters, SEC filings, notices of investor events, and our press and earnings releases, in the investor relations section of our website (<http://ir.parkervision.com>). Investors and others can receive notifications of new information posted in the investor relations section in real time by signing up for email alerts and/or RSS feeds. Further corporate governance information, including our governance guidelines, board committee charters, and code of conduct, is also available in the investor relations section of our website under the heading "Corporate Governance." The content of our website is not incorporated by reference into this Annual Report or in any other report or document we file with the SEC, and any references to our website are intended to be inactive textual references only.

Item 1A. Risk Factors.

In addition to other risks and uncertainties described in this Annual Report, the following risk factors should be carefully considered in evaluating our business because such factors may have a significant impact on our business, operating results, liquidity and financial condition. As a result of the risk factors set forth below, actual results could differ materially from those projected in any forward-looking statements.

Our financial condition raises substantial doubt as to our ability to continue as a going concern.

Our independent registered certified public accounting firm has included in their audit opinion on our financial statements as of and for the year ended December 31, 2014 a statement with respect to substantial doubt regarding our ability to continue as a going concern. Our financial statements have been prepared assuming we will continue to operate as a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. If we become unable to continue as a going concern, we may have to liquidate our assets and the values we receive for our assets in liquidation or dissolution could be significantly lower than the values reflected in our financial statements. The substantial doubt as to our ability to continue as a going concern may adversely affect our ability to negotiate reasonable terms with our suppliers and may adversely affect our ability to raise additional capital in the future.

We have had a history of losses which may ultimately compromise our ability to implement our business plan and continue in operation.

We have had losses in each year since our inception in 1989, and continue to have an accumulated deficit which, at December 31, 2014, was approximately \$ 313.6 million. The net loss for 2014 was approximately \$ 23.6 million. To date, our technologies and products have not produced revenues sufficient to cover operating, research and development and overhead costs. We will continue to make expenditures on patent protection and enforcement, research and development, marketing, and general operations in order to secure and fulfill any contracts that we achieve for the sale of our products or technologies. We expect that our revenues in 2015 will not bring the Company to profitability and our current capital resources will not be sufficient to sustain our operations through 2015. If we are not able to generate sufficient revenues or obtain sufficient capital resources, we will not be able to implement our

business plan and investors will suffer a loss in their investment. This may also result in a change in our business strategies.

We expect to need additional capital in the future . Failure to raise such additional capital may prevent us from implement ing our business plan as currently formulated.

Because we have had net losses and, to date, have not generated positive cash flow from operations, we have funded our operating losses from the sale of equity securities from time to time. We anticipate that our business plan will continue to require significant expenditures for patent protection and enforcement, research and development, marketing, and general operations. Furthermore, we expect that the implementation of significant cost reduction measures in order to reduce our cash needs may jeopardize our operations and future growth plans . Our current capital resources include cash and available - for - sale securities of \$11.2 million at December 31, 2014 and \$1.3 million in net proceeds from our January 2015 sale of warrants. In addition, we have a \$7 million litigation funding commitment from a third-party ; however, this funding is for specified use in future, not existing , patent enforcement actions. These capital resources will not be sufficient to meet our working capital needs for 2015 and we will require additional capital to fund our operations. Financing, if any, may be in the form of debt , contingent fee arrangements, or additional sales of equity securities, including common or preferred stock . The incurrence of debt or the sale of preferred stock may result in the imposition of operational limitations and other covenants and payment obligations, any of which may be burdensome to us. Contingent fee arrangements may result in a significant reduction in net earnings from litigation and/or licensing activities. The sale of equity securities , including common or preferred stock, may result in dilution to the current shareholders' ownership. The long-term continuation of our business plan is dependent upon the generation of sufficient revenues from patent enforcement actions or the sale or license of our products or technologies , additional funding, reducing expenses or a combination of the foregoing. The failure to generate sufficient revenues, raise capital or reduce expenses will have a material adverse effect on our ability to achieve our long-term business objectives.

If our patents and intellectual property rights do not provide us with the anticipated market protections, our competitive position, business, and prospects will be impaired.

We rely on our intellectual property rights, including patents and patent applications, to provide competitive advantage and protect us from theft of our intellectual property. We believe that our patents are for entirely new technologies and that our patents are valid, enforceable and valuable. However, third parties have made claims of invalidity with respect to certain of our patents and other similar claims may be brought in the future. If our patents are shown not to be as broad as currently believed, or are otherwise challenged such that some or all of the protection is lost, we will suffer adverse effects from the loss of competitive advantage and our ability to offer unique products and technologies. As a result, there would be an adverse impact on our financial condition and business prospects. Furthermore, defending against challenges to our patents may give rise to material costs for defense and divert resources away from our other activities.

Our litigation can be time-consuming, costly and we cannot anticipate the results.

Since 2011, we have spent a significant amount of our financial and management resources to pursue patent infringement litigation against third parties . We believe this litigation, and others that we may in the future determine to pursue, could continue to consume management and financial resources for long periods of time. There can be no assurance that our current or future litigation matters will ultimately result in a favorable outcome for us. In addition, even if we obtain favorable interim rulings or verdicts in particular litigation matters, they may not be predictive of the ultimate resolution of the matter. Unfavorable outcomes could result in exhaustion of our financial resources and could otherwise hinder our ability to pursue licensing and/or product opportunities for our technologies which would have a material adverse impact on our financial condition , results of operations, cash flows , and business prospects. Furthermore, any litigation-based awards collected will be subject to contingency payments to

legal counsel and/or funding parties which will reduce the amount retained by us.

We are subject to outside influences beyond our control, including new legislation that could adversely affect our licensing and enforcement activities and have an adverse impact on the execution of our business plan.

Our licensing and enforcement activities are subject to numerous risks from outside influences, including new legislation, regulations and rules related to obtaining or enforcing patents. For instance, the U.S. recently enacted sweeping changes to the U.S. patent system including changes that transition the U.S. from a “first-to-invent” to a “first to file” system and that alter the processes for challenging issued patents. To the extent that we are unable to secure patent protection for our future technologies and/or our current patents are challenged such that some or all of our protection is lost, we will suffer adverse effects to our ability to offer unique products and technologies. As a result, there would be an adverse impact on our financial position , results of operations and cash flows and our ability to execute our business plan.

Our industry is subject to rapid technological changes which if we are unable to match or surpass, will result in a loss of competitive advantage and market opportunity.

Because of the rapid technological development that regularly occurs in the wireless technology industry, we must continually devote substantial resources to developing and improving our technology and introducing new product offerings. For example, in fiscal years 2014 and 2013 , we spent approximately \$8.5 million and \$10.4 million, respectively, on research and development and , we expect to continue to spend a significant amount in this area in the future. These efforts and expenditures are necessary to establish market share and, ultimately, to generate revenues. If another company offers better products or technologies , a competitive position or market window opportunity may be lost, and therefore our revenues or revenue potential may be adversely affected.

If our technologies and/or products are not commercially accepted, our developmental investment will be lost and our ability to do business will be impaired.

There can be no assurance that our research and development will produce commercially viable technologies and products, or that our technologies and products will be established in the market as improvements over current competitive offerings. If our existing or new technologies and products are not commercially accepted, the funds expended will not be recoverable, and our competitive and financial position will be adversely affected. In addition, perception of our business prospects will be impaired with an adverse impact on our ability to do business and to attract capital and employees.

Our business is highly reliant on our business relationships with baseband suppliers for support of the interface of their product to our technology and the support of our sales and marketing efforts to their customers, the failure of which will have an adverse impact on our business.

The successful commercialization of our products will be impacted, in part, by factors outside of our control including the success and timing of product development and sales support activities of the suppliers of baseband processors with which our products interface. Delays in or failure of a baseband supplier’s product development or sales support activities will hinder the commercialization of our products which will have an adverse impact on our ability to generate revenues and recover development expenses.

We rely, in large part, on key business and sales relationships for the successful commercialization of our products, which if not developed or maintained, will have an adverse impact on achieving market awareness and acceptance and will result in a loss of business opportunity.

To achieve a wide market awareness and acceptance of our products and technologies , as part of our business strategy, we will attempt to enter into a variety of business relationships with other companies which will incorporate our technologies into their products and/or market products based on our

technologies. The successful commercialization of our products and technologies will depend in part on our ability to meet obligations under contracts with respect to the products and related development requirements. The failure of these business relationships will limit the commercialization of our products and technologies which will have an adverse impact on our business development and our ability to generate revenues and recover development expenses.

We are highly dependent on Mr. Jeffrey Parker as our chief executive officer and Mr. David Sorrells as our chief technology officer. If either of their services were lost, it would have an adverse impact on the execution of our business plan.

Because of Mr. Parker's leadership position in the company and the respect he has garnered in both the industry in which we operate and the investment community, the loss of his services might be seen as an impediment to the execution of our business plan. Because of Mr. Sorrells' technical expertise, the loss of his services could have an adverse impact on our research , technical support , and enforcement activities and impede the execution of our business plan. If either Mr. Parker or Mr. Sorrells were no longer available to the company, investors might experience an adverse impact on their investment. We currently have employment agreements with and maintain key-employee life insurance for our benefit for both Mr. Parker and Mr. Sorrells.

If we are unable to attract or retain key executives and other highly skilled employees, we will not be able to execute our current business plans.

Our business is very specialized, and therefore it is dependent on having skilled and specialized key executives and other employees to conduct our research, development and customer support activities. The inability to obtain or retain these key executives and other specialized employees would have an adverse impact on the research, development and technical customer support activities that our products require. These activities are instrumental to the successful execution of our business plan.

Our outstanding options , warrants , and restricted share units may affect the market price and liquidity of the common stock.

At December 31, 2014 , we had 97,183,433 shares of common stock outstanding and had 9,880,352 options , warrants , and restricted share units ("RSU") outstanding for the purchase and/or issuance of additional shares of common stock. Of these outstanding equity instruments , 7,209,938 were exercisable as of December 31, 2014 . The majority of the shares of common stock underlying these securities is registered for sale to the holder or for public resale by the holder. The amount of common stock available for the sales may have an adverse impact on our ability to raise capital and may affect the price and liquidity of the common stock in the public market. In addition, the issuance of these shares of common stock will have a dilutive effect on current shareholders' ownership.

The price of our common stock may be subject to substantial volatility.

The trading price of our common stock has been and may continue to be volatile. Between January 1, 2014 and December 31, 2014, the reported high and low sales prices for our common stock ranged between \$0.80 and \$5.80 per share. The price of our common stock may continue to be volatile as a result of a number of factors, some of which are beyond our control. These factors include, but are not limited to, developments in outstanding litigations, our performance and prospects, general conditions of the markets in which we compete, and economic and financial conditions. Such volatility could materially and adversely affect the market price of our common stock in future periods.

The bid price of our common stock has been below the minimum requirement for the NASDAQ Capital Market and there can be no assurance that we will continue to maintain compliance with the minimum bid price requirement for trading on that market or another national securities exchange.

From time to time, the closing bid price of our common stock has been below the NASDAQ minimum bid price requirement of \$1. If the closing bid price remains below the minimum bid price requirement for a period of 30 consecutive business days, we will receive a non-compliance notice from the NASDAQ and will be afforded a 180-day period within which to regain compliance. We are currently in compliance with the NASDAQ minimum bid price requirement. There can be no assurance, however, that we will be able to maintain compliance. If we are unable to maintain or regain compliance, our common stock may no longer be listed on NASDAQ or another national securities exchange and the liquidity and market price of our common stock may be adversely affected.

We do not currently pay dividends on our common stock and thus stockholders must look to appreciation of our common stock to realize a gain on their investments.

We do not currently pay dividends on our common stock and intend to retain our cash and future earnings, if any, to fund our business plan. Our future dividend policy is within the discretion of our Board of Directors and will depend upon various factors, including our business, financial condition, results of operations and capital requirements. We therefore cannot offer any assurance that our Board of Directors will determine to pay special or regular dividends in the future. Accordingly, unless our Board of Directors determines to pay dividends, stockholders will be required to look to appreciation of our common stock to realize a gain on their investment. There can be no assurance that this appreciation will occur.

We may not be able to deliver shares of common stock upon exercise of our public warrants if such issuance has not been registered or qualified or deemed exempt under the securities laws of the state of residence of the holder of the warrant.

On November 3, 2010, we sold warrants to a limited number of institutional investors in an offering under one of our shelf registration statements. The issuance of common stock upon exercise of these warrants must qualify for exemption from registration under the securities laws of the state of residence of the warrant holder. The qualification for exemption from registration may differ in different states. As a result, a warrant may be held by a holder in a state where an exemption is not available for such exercise and we may be precluded from issuing such shares. If our common stock continues to be listed on the NASDAQ Capital Market or another national securities exchange, an exemption from registration for the issuance of common stock upon exercise of these warrants would be available in every state. However, we cannot assure you that our common stock will continue to be so listed. As a result, these warrants may be deprived of any value, the market for these warrants may be limited and the holders of these warrants may not be able to obtain shares of common stock upon exercise of the warrants if the common stock issuable upon such exercise is not qualified or otherwise exempt from qualification in the jurisdictions in which the holders of the warrants reside.

Provisions in our certificate of incorporation and by-laws could have effects that conflict with the interest of shareholders.

Some provisions in our certificate of incorporation and by-laws could make it more difficult for a third party to acquire control of us. For example, our board of directors is divided into three classes with directors having staggered terms of office, our board of directors has the ability to issue preferred stock without shareholder approval, and there are advance notification provisions for director nominations and submissions of proposals from shareholders to a vote by all the shareholders under the by-laws. Florida law also has anti-takeover provisions in its corporate statute.

We have a shareholder protection rights plan that may delay or discourage someone from making an offer to purchase the company without prior consultation with the board of directors and management , which may conflict with the interests of some of the shareholders.

On November 17, 2005, the board of directors adopted a shareholder protection rights plan which called for the issuance, on November 29, 2005, as a dividend, of rights to acquire fractional shares of preferred stock. The rights are attached to the shares of common stock and transfer with them. In the future the rights may become exchangeable for shares of preferred stock with various provisions that may discourage a takeover bid. Additionally, the rights have what are known as “flip-in” and “flip-over” provisions that could make any acquisition of the company more costly. The principal objective of the plan is to cause someone interested in acquiring the company to negotiate with the board of directors rather than launch an unsolicited bid. This plan may limit, prevent, or discourage a takeover offer that some shareholders may find more advantageous than a negotiated transaction. A negotiated transaction may not be in the best interests of the shareholders.

Item 1B. Unresolved Staff Comments.

Not applicable.

Item 2. Properties.

Our headquarters are located in a 14,000 square foot leased facility in Jacksonville, Florida. We have an additional 12,500 square foot leased facility in Lake Mary, Florida primarily for engineering design activities. Our facilities consist of general office space with laboratory facilities for circuit board layout and testing. We believe our properties are in good condition and suitable for the conduct of our business. Refer to “Lease Commitments” in Note 11 to our financial statements included in Item 8 for information regarding our outstanding lease obligations.

Item 3. Legal Proceedings.

Refer to “Legal Proceedings” in Note 11 to our financial statements included in Item 8 for a discussion of current legal proceedings.

Item 4. Mine Safety Disclosures.

Not applicable.

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 is traded on NASDAQ under the symbol "PRKR." Listed below is the range of the high and low sale prices of the common stock for the last two fiscal years, as reported by NASDAQ.

	2014		2013	
	High	Low	High	Low
Quarter ended March 31	\$ 5.80	\$ 4.13	\$ 4.39	\$ 1.83
Quarter ended June 30	5.50	1.21	4.71	3.50
Quarter ended September 30	1.56	1.08	4.92	2.94
Quarter ended December 31	1.33	0.80	7.78	2.16

Holders

As of March 11, 2015, we had 111 holders of record and we believe there are approximately 6,900 beneficial holders of our common stock.

Dividends

To date, we have not paid any dividends on our common stock. The payment of dividends in the future is at the discretion of the board of directors and will depend upon our ability to generate earnings, our capital requirements and financial condition, and other relevant factors. We do not intend to declare any dividends in the foreseeable future, but instead intend to retain all earnings, if any, for use in the business.

Sales of Unregistered Securities

Information regarding all sales of unregistered equity securities during the period covered by this report has been previously disclosed.

Issuer Repurchase of Equity Securities

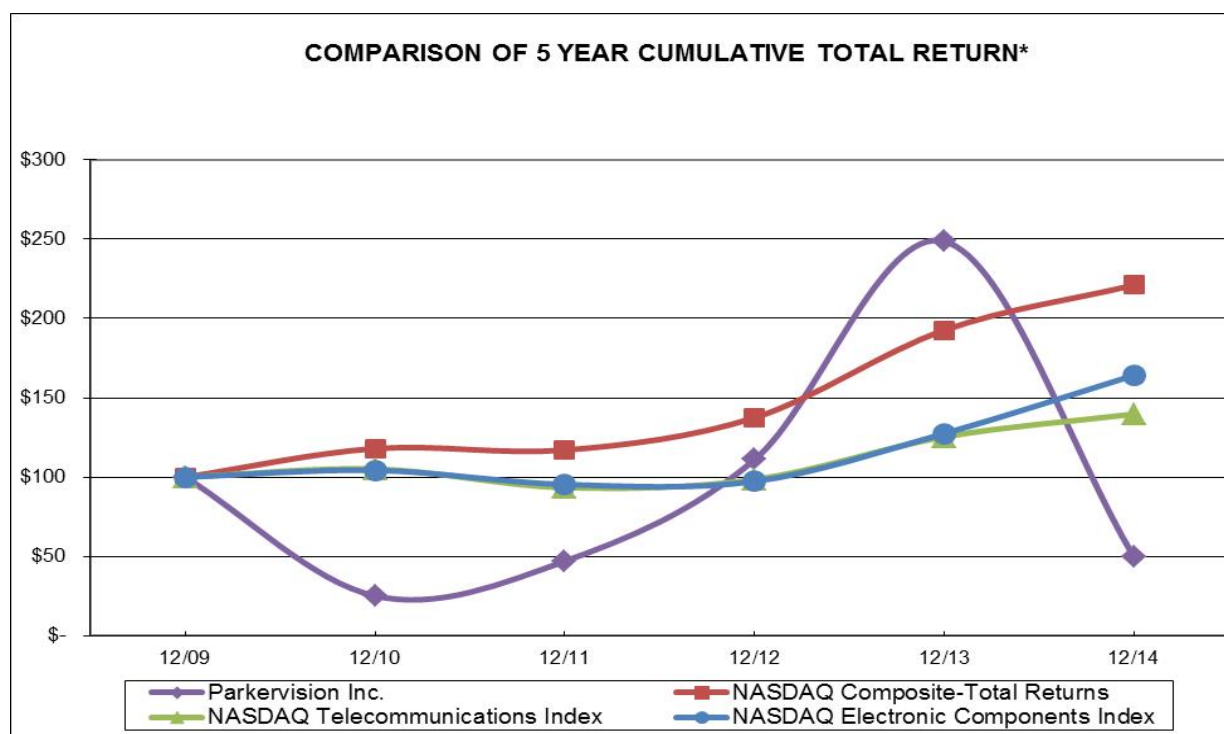
None.

Performance Graph

The following graph shows a five-year comparison of cumulative total shareholder returns for our company, the NASDAQ U.S. Stock Market Index, the NASDAQ Electronic Components Index and the NASDAQ Telecommunications Index for the five years ending December 31, 2014. The total shareholder returns assumes the investment on December 31, 2009 of \$100 in our common stock, the NASDAQ U.S. Stock Market Index, the NASDAQ Electronic Components Index, and the NASDAQ Telecommunications Index at the beginning of the period, with immediate reinvestment of all dividends.

The data points for the performance graph are as follows:

	12/31/09	12/31/10	12/31/11	12/31/12	12/31/13	12/31/14
ParkerVision, Inc.	\$ 100.00	\$ 25.14	\$ 46.99	\$ 110.93	\$ 248.63	\$ 49.73
NASDAQ Composite	\$ 100.00	\$ 118.02	\$ 117.04	\$ 137.47	\$ 192.62	\$ 221.02
NASDAQ Telecommunications	\$ 100.00	\$ 105.12	\$ 93.37	\$ 98.48	\$ 125.36	\$ 139.78
NASDAQ Electronic Components	\$ 100.00	\$ 104.28	\$ 95.36	\$ 97.34	\$ 127.46	\$ 164.20



*\$100 invested on 12/31/09 in stock & index-including reinvestment of dividends.

Fiscal year ending December 31.

Item 6. Selected Financial Data.

The following table sets forth our financial data as of the dates and for the periods indicated. The data has been derived from our audited financial statements. The selected financial data should be read in conjunction with our financial statements and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

(in thousands, except per share amounts)	For the years ended December 31,				
	2014	2013	2012	2011	2010
Statement of Operations Data:					
Revenues, net	\$ 0	\$ 0	\$ 0	\$ 0	\$ 64
Gross margin	0	0	0	0	17
Operating expenses	23,667	27,949	20,383	14,676	15,146
Net loss from continuing operations	(23,569)	(27,872)	(20,322)	(14,573)	(15,028)
Basic and diluted net loss per common share from continuing operations	(0.24)	(0.31)	(0.27)	(0.24)	(0.35)
Balance Sheet Data:					
Total assets	\$ 20,719	\$ 26,595	\$ 18,720	\$ 15,842	\$ 17,596
Long - term obligations	138	22	58	138	55
Shareholders’ equity	18,616	24,046	16,520	14,341	16,592
Working capital	10,118	15,206	7,175	4,658	6,134

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Executive Overview

We are in the business of innovating fundamental wireless technologies. We design, develop and market our proprietary RF technologies and products for use in semiconductor circuits for wireless communication products. We have expended significant financial and other resources to research and develop our RF technologies and to obtain patent protection for those technologies in the United States and certain foreign jurisdictions. We believe certain patents protecting our proprietary technologies have been broadly infringed by others and therefore our business plan includes enforcement of our intellectual property rights through patent infringement litigation and licensing efforts.

We have a three-part growth strategy that includes intellectual property licensing and/or product ventures, intellectual property enforcement, and product and component development, manufacturing and sales. We have actively launched a licensing/product venture campaign to explore licensing and joint product development opportunities with wireless communications companies that make, use or sell chipsets and/or products that incorporate RF. We have engaged the intellectual property firm of 3LP to assist in managing our licensing operations, largely on a commission basis. We believe there are a number of wireless communications companies that can benefit from the use of the RF technologies we have developed, whether through a license or, in certain cases, a joint product venture that may include licensing rights.

We are also involved in litigation against others in order to enforce our intellectual property rights. Since 2011, we have been involved in patent infringement litigation against Qualcomm for their unauthorized

use of our receiver technology. In October 2013, a jury found that Qualcomm was infringing four of our receiver patents and awarded us \$172.7 million in past damages. In June 2014, the district court overturned the jury's infringement verdict thereby nullifying the damages award. We have appealed this decision to the U.S. Federal Court of Appeals and expect a decision in mid to late 2015, although the court has no fixed deadline for its ruling. In May 2014, we filed a second infringement action against Qualcomm and certain Qualcomm customers for different patents and technologies. This action is currently scheduled for trial in August 2016. Refer to "Legal Proceedings" in Note 11 to our financial statements included in Item 8 for a complete discussion of our legal proceedings. Our primary legal counsel in these actions provides us with a substantial fee discount in return for a contingent fee; however, we continue to dedicate a meaningful portion of our working capital to litigation fees and expenses.

Our product development and marketing efforts are focused on our RF components products marketed to industries that do not use highly integrated semiconductors, such as infrastructure, industrial and military applications. In addition, we have developed RF chipsets that interface with certain VIA baseband processors. We are not currently working with VIA on the interface to their latest baseband product.

Since 2005, we have generated no product or royalty revenue from our wireless technologies. We have made significant investments in developing and protecting our technologies and products, the returns on which are dependent upon the generation of future revenues from licensing and/or product sales for realization.

Liquidity and Capital Resources

At December 31, 2014, we had working capital of approximately \$10.1 million, a decrease of approximately \$5.1 million from working capital of \$15.2 million at December 31, 2013. We used cash for operations of approximately \$18.5 million and \$18.9 million in 2014 and 2013, respectively. In addition we invested approximately \$1.1 million and \$0.7 million in patents and other long-lived assets in 2014 and 2013, respectively. Our use of cash in 2014 and 2013 was partially offset by proceeds from the sale of equity securities and the exercise of employee and third party options and warrants totaling \$13.6 million in 2014 and \$28.4 million in 2013. Proceeds from the sale of equity securities are invested in available -for- sale securities and our use of cash is funded from the sale of these investments. At December 31, 2014, we were not subject to any significant commitments to make additional capital expenditures and we have no significant long-term debt obligations.

In December 2014, we entered into a litigation funding agreement with 1624 for the funding of up to \$7 million of legal fees and expenses for specified future intellectual property enforcement actions that we expect to file. Under this funding agreement, 1624 will be reimbursed and compensated from the proceeds resulting from these actions, as well as the proceeds from other patent litigation, licensing and/or other patent monetization activities. 1624's reimbursement is solely contingent upon our receipt of proceeds from patent enforcement and other related activities and 1624 has no security interest in any of our assets. In January 2015, we also received proceeds of \$1.3 million from the sale of warrants to 1624. We expect to use these proceeds to fund additional litigation-related costs.

Our future business plans call for continued investment in intellectual property prosecution and enforcement, product and component development and sales, and marketing and customer support for our technologies and products. Our ability to generate revenues sufficient to offset costs is subject to our ability to successfully enforce our intellectual property rights, secure new product and/or licensing customers for our technologies, and successfully support those customers in completing their product designs. In addition to the litigation funding arrangement with 1624, we also have a partial contingent fee arrangement with McKool Smith, our litigation counsel in the Qualcomm actions. We are evaluating

additional financing arrangements with respect to our existing litigation; however there can be no assurance that such financing will be available to us. Any proceeds received from our patent enforcement actions will be shared with our legal counsel and/or third-party litigation funder based on the respective contingent fee arrangements that we have with such parties.

Revenue generated from patent enforcement actions, technology licenses and/or the sale of products in 2015 may not be sufficient to cover our operational expenses, and we expect that our continued losses and use of cash will be funded from available working capital. Our current capital resources include cash and available-for-sale securities of approximately \$11.2 million at December 31, 2014, \$1.3 million in proceeds from the sale of warrants received in January 2015, and \$7 million in litigation funding commitments from 2014. These current capital resources will not be sufficient to support our liquidity requirements through 2015 without the generation of revenues from our operating activities, further litigation or other financing, and/or cost containment measures. Cost containment measures, if implemented, may jeopardize our ability to achieve our current business objectives.

The long-term continuation of our business plan is dependent upon the generation of sufficient revenues from our technologies and/or products to offset expenses. In the event that we do not generate sufficient revenues, we will be required to obtain additional funding through contingent funding arrangements, public or private financing and/or reductions in operating costs. Failure to generate sufficient revenues, raise additional capital through debt, equity, or contingent-based financings, and/or reduce operating costs could have a material adverse effect on our ability to meet our long-term liquidity needs and achieve our intended long-term business objectives. Our independent registered certified public accounting firm has included in their audit report an explanatory paragraph expressing substantial doubt about our ability to continue as a going concern.

Results of Operations for Each of the Years Ended December 31, 2014, 2013, and 2012

Revenues and Gross Margins

We had no revenues for the years ended December 31, 2014, 2013, or 2012. Future revenues resulting from patent enforcement actions, if any, will not be recognized until such time that we have final court adjudications or executed settlement agreements, the amounts are fixed and determinable, and the collectibility is reasonably assured.

Revenues from patent enforcement actions, including non-litigation based licensing may be subject to contingent fees payable to legal counsel and other funding parties. Although each contingent fee arrangement is unique, generally the litigation funding party is entitled to receive priority reimbursement for any out-of-pocket funds disbursed by them. To date, none of the out-of-pocket costs related to our Qualcomm litigation have been funded by any third parties. After deduction of priority payments, if any, the remaining proceeds from patent enforcement actions will be shared between us, our legal counsel, and/or any additional funding party on a percentage basis. In some instances, the funding party's contingent fee is capped based on a multiple of the funds invested by them. In other instances, the funding party's contingent fee percentage declines as the amount of the proceeds increases.

Research and Development Expenses

Research and development expenses consist primarily of engineering and related management and support personnel costs; fees for outside engineering design services which we use from time to time to supplement our internal resources; amortization, depreciation, and maintenance expense related to our patents and other assets used in product development; prototype production and materials costs, which

represent the fabrication and packaging costs for prototype integrated circuits, as well as the cost of supporting components for prototype board development; software licensing and support costs, which represent the annual licensing and support maintenance for engineering design and other software tools; and rent and other overhead costs for our engineering design facility. Personnel costs include share-based compensation which represents the grant date fair value of equity-based awards to our employees which is attributed to expense over the service period of the award.

Research and development costs decreased approximately \$1.9 million, or 18.3% from 2013 to 2014. This decrease is primarily the result of a decrease in outside consulting and other professional fees of approximately \$946,000, and a decrease in personnel costs, including share-based compensation, of approximately \$ 832 ,000. The decrease in outside consulting and other professional fees is primarily due to the termination of a development project with VIA in early 2014 . The decrease in personnel costs is the result of a decrease in cash bonuses and share-based awards in 2014 when compared to 2013, as well as reduced share-based compensation expense as a result of previous years' awards becoming fully vested in mid-2014.

Research and development costs increased approximately \$2.0 million, or 23.2% from 2012 to 2013. This increase is primarily the result of an increase in employee share-based compensation of approximately \$829,000, an increase in outside consulting and other professional fees of approximately \$739,000, and an increase in personnel and related costs of approximately \$479,000. The increase in share-based compensation expense is the result of long-term incentive equity awards granted to engineering executives and employees in July 2012 as well as restricted stock awards granted to employees as incentive compensation in 2013. The increase in outside professional fees is the result of an increase in fees for outside design services, including the VIA development arrangement, as well as an increase in legal fees related to maintenance of our patent portfolio. The increase in personnel and related costs is the result of an increase in personnel in early 2013 as well as an increase in performance bonuses to key engineering executives.

The markets for our products and technologies are characterized by rapidly changing technology, evolving industry standards and frequent new product introductions. Our ability to successfully develop and introduce, on a timely basis, new and enhanced products and technologies will be a significant factor in our ability to grow and remain competitive.

Marketing and Selling Expenses

Marketing and selling expenses consist primarily of personnel costs, including share-based compensation and travel costs, and outside professional fees which consist of various consulting and other professional fees related to sales and marketing activities.

Marketing and selling expenses increased by approximately \$1.1 million, or 63.3%, from 2013 to 2014. This increase is primarily due to an increase in outside consulting and other professional fees of approximately \$1,089,000 . The increase in outside consulting and other professional fees is a result of business development activities, including fees paid to 3LP for support of our licensing operations. In 2015, our marketing and selling expenses are expected to be more directly correlated with revenues as much of our licensing activities will be compensated on a commission basis.

Marketing and selling expenses increased by approximately \$0. 1 million, or 7.1 %, from 201 2 to 201 3 . This increase is primarily due to an increase in share-based compensation of approximately \$120,000 as a result of long-term incentive equity awards granted to executives and employees in July 2012 and restricted stock awards granted to employees as incentive compensation in 2013 .

General and Administrative Expenses

General and administrative expenses consist primarily of executive, director, finance and administrative personnel costs, including share-based compensation, and costs incurred for insurance, shareholder relations and outside professional services, including litigation fees.

Our general and administrative expenses decreased by approximately \$3.5 million, or 22.1%, from 2013 to 2014. This decrease was due primarily to decreases in litigation fees and expenses of approximately \$1,935,000 and decreases in share-based compensation expense of approximately \$1,770,000. The decrease in litigation fees and expenses is a result of the completion of our jury trial against Qualcomm in October 2013, offset somewhat by increases in litigation fees and expenses related to the appeal of the first Qualcomm action, the filing of a second Qualcomm action and the defense of our IPR actions. We expect to continue to dedicate a substantial portion of our available capital to enforcement of our patents in 2015, although some of these costs are expected to be offset by contingent litigation funding arrangements. The decrease in share-based compensation expense from 2013 to 2014 is a result of a reduction in share-based awards in 2014 when compared to 2013, as well as reduced expense attribution related to previous years' awards that became fully vested in mid-2014.

Our general and administrative expenses increased by approximately \$5.5 million, or 53.3%, from 2012 to 2013. This increase was due primarily to increases in litigation fees and expenses of approximately \$3,400,000 and an increase in share-based compensation expense of approximately \$2,430,000, partially offset by a decrease in various consulting fees of approximately \$490,000. This increase in litigation fees and expenses in 2013 was the result of our patent infringement litigation against Qualcomm, including the costs associated with the jury trial in October 2013. The increase in share-based compensation expense in 2013 is primarily related to the expense attribution of long-term equity incentive awards granted to executives, other administrative employees, and non-employee directors in July 2012, and the expense recognized upon vesting of performance-based RSUs granted to a third-party in 2011. In addition, share-based compensation expense in 2013 included the value of a stock-based performance bonus awarded to our CEO in lieu of a cash bonus of \$390,000. The decrease in consulting fees was the result of fewer outside engagements related to intellectual property strategies, investor relations and financial advisory fees in 2013 when compared to 2012.

Loss and Loss per Common Share

Our net loss decreased approximately \$4.3 million, or \$0.07 per common share, from 2013 to 2014. This decrease was a result of the \$4.3 million decrease in operating expenses, which includes a \$1.9 million decrease in litigation fees and expenses and a \$2.4 million decrease in overall share-based compensation expense. The decrease in the loss per common share is a result of the decreased net loss and an 8% increase in weighted average shares outstanding for the period.

Our net loss increased approximately \$7.6 million, or \$0.04 per common share, from 2012 to 2013. This increase was the result of a \$7.6 million increase in operating expenses, which includes a \$3.4 million increase in litigation fees and expenses and a \$3.4 million increase in overall share-based compensation expense. The increase in the loss per common share is a result of the increased net loss, offset by a 17% increase in weighted average shares outstanding for the period.

Critical Accounting Policies

We believe that the following are the critical accounting policies affecting the preparation of our financial statements:

Intangible Assets

Patents, copyrights and other intangible assets are amortized using the straight-line method over their estimated period of benefit. We estimate the economic lives of our patents and copyrights to be fifteen to twenty years. We estimate the economic lives of other intangible assets, including licenses, based on estimated technological obsolescence, to be two to five years, which is generally shorter than the contractual lives. Periodically, we evaluate the recoverability of our intangible assets and take into account events or circumstances that may warrant revised estimates of useful lives or that may indicate impairment exists (“Triggering Event”). Based on our cumulative net losses and negative cash flows from operations to date, we assess our working capital needs on an annual basis. This annual assessment of our working capital is considered to be a Triggering Event for purposes of evaluating the recoverability of our intangible assets. As a result of our evaluation at December 31, 2014, we determined that no impairment exists with regard to our intangible assets.

Accounting for Share-Based Compensation

We calculate the fair value of share-based equity awards to employees, including restricted stock, stock options and restricted stock units, on the date of grant and recognize the calculated fair value, net of estimated forfeitures, as compensation expense over the requisite service periods of the related awards. The fair value of share-based awards is determined using various valuation models which require the use of highly subjective assumptions and estimates including (i) how long employees will retain their stock options before exercising them, (ii) the volatility of our common stock price over the expected life of the equity award, and (iii) the rate at which equity awards will ultimately be forfeited by the recipients. Changes in these subjective assumptions can materially affect the estimate of fair value of share-based compensation and consequently, the related amount recognized as expense in the statements of comprehensive loss.

Income Taxes

The provision for income taxes is based on loss before taxes as reported in the accompanying statements of comprehensive loss. Deferred tax assets and liabilities are recognized for the expected future tax consequences of events that have been included in the financial statements or tax returns. Deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and the tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Valuation allowances are established to reduce deferred tax assets when, based on available objective evidence, it is more likely than not that the benefit of such assets will not be realized. Our deferred tax assets exclude unrecognized tax benefits which do not meet a more-likely-than-not threshold for financial statement recognition for tax positions taken or expected to be taken in a tax return.

Off-Balance Sheet Transactions and Contractual Obligations

As of December 31, 2014, we have outstanding warrants to purchase 1,399,204 shares of common stock that were issued in connection with the sale of an equity security transaction in November 2010. These warrants have an exercise price of \$0.54 per share and expire November 3, 2015. The estimated aggregate fair value of these warrants at their date of issuance of \$355,778 is included in shareholders' equity in our balance sheets. Refer to “Non - Plan Options and Warrants” in Note 8 to our financial statements included in Item 8 for information regarding the outstanding warrants.

Our contractual obligations and commercial commitments at December 31, 2014 were as follows (see “Lease Commitments” in Note 11 to the financial statements included in Item 8):

Contractual Obligations:	Payments due by period				
	Total	1 year or less	2 – 3 years	4 – 5 years	After 5 years
Capital leases	\$ 53,300	\$ 43,000	\$ 10,300	\$ 0	\$ 0
Operating leases	1,640,000	585,700	1,040,100	14,200	0

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Our cash equivalents, which are primarily highly liquid money market instruments, and our available-for-sale securities, which are mutual funds invested primarily in short-term municipal securities, are subject to market risk, including interest rate risk. Market risk is the risk of loss arising from adverse changes in market and economic conditions and is directly influenced by the volatility and liquidity in the markets in which the related underlying assets are traded. We are averse to principal loss and seek to ensure the safety and preservation of our funds by investing in market instruments with limited market risk. Accordingly, we do not believe there is any material market risk exposure with respect to our market instruments.

Item 8. Financial Statements and Supplementary Data.

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Schedules other than those listed have been omitted since they are either not required, not applicable or the information is otherwise included.	

Report of Independent Registered Certified Public Accounting Firm

To the Board of Directors and
Shareholders of ParkerVision, Inc.

In our opinion, the financial statements listed in the accompanying index present fairly, in all material respects, the financial position of ParkerVision, Inc. at December 31, 2014 and 2013, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2014 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included 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. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has suffered recurring losses from operations and negative cash flows that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

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.

/s/ PricewaterhouseCoopers LLP

Jacksonville, Florida
March 16, 2015

PARKERVISION, INC.

BALANCE SHEETS

DECEMBER 31, 20 14 AND 2013

	2014	2013
CURRENT ASSETS:		
Cash and cash equivalents	\$ 218,925	\$ 222,697
Available-for-sale securities	10,985,000	16,957,489
Inventories, net	66,468	0
Prepaid expenses and other	812,577	554,537
Total current assets	12,082,970	17,734,723
PROPERTY AND EQUIPMENT, net	633,084	307,385
INTANGIBLE ASSETS, net	8,002,638	8,552,432
Total assets	<u>\$ 20,718,692</u>	<u>\$ 26,594,540</u>
CURRENT LIABILITIES:		
Accounts payable	\$ 475,200	\$ 1,246,470
Accrued expenses:		
Salaries and wages	394,964	325,313
Professional fees	940,581	631,871
Other accrued expenses	99,614	289,031
Deferred rent, current portion	54,426	33,894
Total current liabilities	1,964,785	2,526,579
LONG-TERM LIABILITIES		
Capital lease, net of current portion	10,244	7,290
Deferred rent, net of current portion	127,964	14,379
Total long-term liabilities	138,208	21,669
Total liabilities	<u>2,102,993</u>	<u>2,548,248</u>
COMMITMENTS AND CONTINGENCIES		
SHAREHOLDERS' EQUITY:		
Common stock, \$.01 par value, 150,000,000 shares authorized, 97,183,433 and 93,208,471 issued and outstanding at December 31, 2014 and 2013, respectively	971,834	932,085
Accumulated other comprehensive loss	0	(8,215)
Warrants outstanding	355,778	663,100
Additional paid-in capital	330,867,750	312,470,030
Accumulated deficit	(313,579,663)	(290,010,708)
Total shareholders' equity	18,615,699	24,046,292
Total liabilities and shareholders' equity	<u>\$ 20,718,692</u>	<u>\$ 26,594,540</u>

The accompanying notes are an integral part of these financial statements.

PARKERVISION, INC.

STATEMENTS OF COMPREHENSIVE LOSS

FOR THE YEARS ENDED DECEMBER 31, 2014, 2013 AND 2012

	2014	2013	2012
Revenue	\$ 0	\$ 0	\$ 0
Cost of sales	0	0	0
Gross margin	0	0	0
Research and development expenses	8,497,914	10,406,362	8,447,639
Marketing and selling expenses	2,866,766	1,755,130	1,638,156
General and administrative expenses	12,302,298	15,787,599	10,297,238
Total operating expenses	23,666,978	27,949,091	20,383,033
Interest and other income	104,943	83,892	70,064
Interest expense	(6,920)	(7,094)	(8,843)
Total interest and other income and interest expense	98,023	76,798	61,221
Net loss	(23,568,955)	(27,872,293)	(20,321,812)
Other comprehensive income (loss), net of tax:			
Unrealized gain (loss) on available-for-sale securities	8,215	(8,195)	10,398
Other comprehensive income (loss), net of tax	8,215	(8,195)	10,398
Comprehensive loss	\$ (23,560,740)	\$ (27,880,488)	\$ (20,311,414)
Basic and diluted net loss per common share	\$ (0.24)	\$ (0.31)	\$ (0.27)
Weighted average common shares outstanding	96,225,952	88,968,043	75,999,278

The accompanying notes are an integral part of these financial statements.

PARKERVISION, INC.

STATEMENTS OF SHAREHOLDERS' EQUITY

FOR THE YEARS ENDED DECEMBER 31, 2014, 2013 AND 2012

	2014	2013	2012
Common shares – beginning of year	93,208,471	82,903,609	67,573,775
Issuance of common stock upon exercise of options and warrants	904,963	1,197,541	2,258,188
Issuance of common stock in public and private offerings	2,666,666	8,396,573	12,520,811
Share-based compensation	403,333	710,748	550,835
Common shares – end of year	<u>97,183,433</u>	<u>93,208,471</u>	<u>82,903,609</u>
Par value of common stock – beginning of year	\$ 932,085	\$ 829,036	\$ 675,738
Issuance of common stock upon exercise of options and warrants	9,050	11,975	22,581
Issuance of common stock in public and private offerings	26,666	83,966	125,209
Share-based compensation	4,033	7,108	5,508
Par value of common stock – end of year	<u>\$ 971,834</u>	<u>\$ 932,085</u>	<u>\$ 829,036</u>
Accumulated other comprehensive loss – beginning of year	\$ (8,215)	\$ (20)	\$ (10,418)
Change in unrealized gain (loss) on available for sale securities	8,215	(8,195)	10,398
Accumulated other comprehensive loss – end of year	<u>\$ 0</u>	<u>\$ (8,215)</u>	<u>\$ (20)</u>
Warrants outstanding – beginning of year	\$ 663,100	\$ 1,081,050	\$ 8,649,786
Exercise of warrants	(307,322)	(417,950)	(683,809)
Expiration of warrants	0	0	(6,884,927)
Warrants outstanding – end of year	<u>\$ 355,778</u>	<u>\$ 663,100</u>	<u>\$ 1,081,050</u>
Additional paid-in capital – beginning of year	\$ 312,470,030	\$ 276,748,336	\$ 246,842,116
Issuance of common stock upon exercise of options and warrants	1,953,822	1,553,355	2,042,922
Issuance of common stock in public and private offerings	11,919,699	27,244,009	17,430,465
Share-based compensation	4,524,199	6,924,330	3,547,906
Expiration of warrants	0	0	6,884,927
Additional paid-in capital – end of year	<u>\$ 330,867,750</u>	<u>\$ 312,470,030</u>	<u>\$ 276,748,336</u>
Accumulated deficit – beginning of year	\$ (290,010,708)	\$ (262,138,415)	\$ (241,816,603)
Net loss	(23,568,955)	(27,872,293)	(20,321,812)
Accumulated deficit – end of year	<u>\$ (313,579,663)</u>	<u>\$ (290,010,708)</u>	<u>\$ (262,138,415)</u>

The accompanying notes are an integral part of these financial statements.

PARKERVISION, INC.

STATEMENTS OF SHAREHOLDERS' EQUITY

FOR THE YEARS ENDED DECEMBER 31, 2014, 2013 AND 2012

	2014	2013	2012
Total shareholders' equity – beginning of year	<u>\$ 24,046,292</u>	<u>\$ 16,519,987</u>	<u>\$ 14,340,619</u>
Issuance of common stock upon exercise of options and warrants	1,655,550	1,147,380	1,381,694
Issuance of common stock and warrants in private and public offerings	11,946,365	27,327,975	17,555,674
Share-based compensation	4,528,232	6,931,438	3,553,414
Comprehensive loss	(23,560,740)	(27,880,488)	(20,311,414)
Total shareholders' equity – end of year	<u>\$ 18,615,699</u>	<u>\$ 24,046,292</u>	<u>\$ 16,519,987</u>

The accompanying notes are an integral part of these financial statements.

PARKERVISION, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2014, 2013, and 2012

	2014	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	\$ (23,568,955)	\$ (27,872,293)	\$ (20,321,812)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	1,389,115	1,252,142	1,238,044
Share-based compensation	4,528,232	6,931,438	3,553,414
Loss on disposal of equipment and other assets	887	126	621
Realized loss (gain) on available-for-sale securities	6,869	12,226	(5,220)
Changes in operating assets and liabilities:			
Inventories	(66,468)	0	0
Prepaid expenses and other	(258,040)	443,639	248,411
Accounts payable and accrued expenses	(596,038)	421,943	768,096
Deferred rent	109,333	(50,634)	(145,237)
Total adjustments	5,113,890	9,010,880	5,658,129
Net cash used in operating activities	(18,455,065)	(18,861,413)	(14,663,683)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of available-for-sale securities	(11,606,165)	(27,096,006)	(16,799,888)
Proceeds from redemption of available for sale securities	17,580,000	18,160,000	13,800,000
Purchases of property and equipment	(401,268)	(78,509)	(135,541)
Payments for patent costs and other intangible assets	(673,457)	(652,029)	(1,026,736)
Net cash provided by (used in) investing activities	4,899,110	(9,666,544)	(4,162,165)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net proceeds from issuance of common stock in public and private offerings	11,946,365	27,327,975	17,555,674
Proceeds from exercise of options and warrants	1,655,550	1,147,380	1,381,694
Principal payments on capital lease obligation	(49,732)	(22,928)	(26,731)
Net cash provided by financing activities	13,552,183	28,452,427	18,910,637
NET CHANGE IN CASH AND CASH EQUIVALENTS	(3,772)	(75,530)	84,789
CASH AND CASH EQUIVALENTS, beginning of year	222,697	298,227	213,438
CASH AND CASH EQUIVALENTS, end of year	\$ 218,925	\$ 222,697	\$ 298,227
SUPPLEMENTAL CASH FLOW INFORMATION:			
Cash paid for interest expense	\$ 6,920	\$ 7,095	\$ 8,843
Cash paid for income taxes	\$ 0	\$ 0	\$ 0
SUPPLEMENTAL SCHEDULE OF NON-CASH ACTIVITIES:			
Key-man life insurance premiums	\$ 0	\$ 0	\$ 29,330
Purchases of leasehold improvements	\$ 24,784	\$ 0	\$ 30,462
Purchase of equipment under capital lease (Note 5)	\$ 66,398	\$ 0	\$ 71,925

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2014, 2013 and 2012

1. THE COMPANY AND NATURE OF BUSINESS

We were incorporated under the laws of the state of Florida on August 22, 1989 and currently operate in a single segment - wireless technologies and products. We are in the business of innovating fundamental wireless technologies. We design, develop and market our proprietary RF technologies and products for use in semiconductor circuits for wireless communication products. We believe certain patents protecting our proprietary technologies have been broadly infringed by others and therefore our business plan includes enforcement of our intellectual property rights through patent infringement litigation and licensing efforts.

2. LIQUIDITY AND GOING CONCERN

The accompanying financial statements as of and for the year ended December 31, 2014 were prepared assuming we would continue as a going concern, which contemplates that we will continue in operation for the foreseeable future and will be able to realize assets and settle liabilities and commitments in the normal course of business. These financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that could result should we be unable to continue as a going concern.

We have incurred significant losses from operations and negative cash flows in every year since inception and have utilized the proceeds from the sales of our equity securities to fund our operations. For the year ended December 31, 2014, we incurred a net loss of approximately \$23.6 million and negative cash flows from operations of approximately \$18.5 million. At December 31, 2014, we had an accumulated deficit of approximately \$313.6 million and working capital of approximately \$10.1 million. We expect that revenue generated from patent enforcement actions, technology licenses and/or the sale of products in 2015 may not be sufficient to cover our operational expenses, and that our continued losses and use of cash will be funded from our available working capital. Our current capital resources include cash and available-for-sale securities of approximately \$11.2 million at December 31, 2014. These current capital resources will not be sufficient to support our liquidity requirements through 2015 and further cost containment measures, if implemented, may jeopardize our operations and future growth plans. These circumstances raise substantial doubt about our ability to continue to operate as a going concern.

Our future business plans call for continued investment in patent prosecution and enforcement, product development and sales, marketing, and customer support for our technologies and products. Our ability to generate revenues sufficient to offset costs is subject to successfully enforcing our intellectual property rights, securing new product and licensing customers for our technologies, and successfully supporting those customers in completing their product designs.

The long-term continuation of our business plan beyond 2015 is dependent upon the generation of sufficient revenues from our technologies and/or products to offset expenses. In the event that we do not generate sufficient revenues, we will be required to obtain additional funding through public or private debt or equity financing or contingent fee arrangements and/or reduce operating costs. Failure to generate sufficient revenues, raise additional capital through debt or equity financings or contingent fee arrangements, and/or reduce operating costs could have a material adverse effect on our ability to meet our long-term liquidity needs and achieve our intended long-term business objectives.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Our financial statements are prepared in accordance with generally accepted accounting principles. Certain reclassifications have been made to prior period amounts to conform to the current period presentation.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. The more significant estimates made by us include the volatility, forfeiture rate and estimated lives of share-based awards used in the estimate of the fair market value of share-based compensation, the assessment of recoverability of long-lived assets, the amortization periods for intangible and long-lived assets, and the valuation allowance for deferred taxes. Actual results could differ from the estimates made. We periodically evaluate estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation.

Cash and Cash Equivalents

We consider cash and cash equivalents to include cash on hand, interest-bearing deposits, overnight repurchase agreements and investments with original maturities of three months or less when purchased.

Available - for - Sale Securities

A available - for - sale securities are intended to be held for indefinite periods of time and are not intended to be held to maturity. These securities are recorded at fair value and any unrealized holding gains and losses, net of the related tax effect, are excluded from earnings and are reported as a separate component of accumulated other comprehensive loss until realized. The tax effect of our unrealized holding gains and losses is zero for each of the years ended December 31, 2014, 2013, and 2012 due to the existence of a full valuation allowance. Our available - for - sale securities at December 31, 2014 and 2013 consisted of mutual funds that invest primarily in short-term municipal securities with an average effective maturity of one year or less. All dividends and realized gains are recognized as other income as earned and immediately reinvested. The Company has determined that the fair value of its available for sale securities fall within Level 1 in the fair value hierarchy (See Note 14).

Inventory

Inventory is stated at the lower of standard cost or estimated net realizable value. Standard cost approximates actual cost as determined under the first-in, first-out method. We review our inventory for estimated obsolescence or unmarketable inventory and write down inventory for the difference between cost and estimated market value based upon assumptions about future demand. Future demand is affected by market conditions, technological obsolescence, new products and strategic plans, each of which is subject to change.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is determined using the straight-line method over the following estimated useful lives:

Manufacturing and office equipment	5 - 7 years
Tooling	3 years
Leasehold improvements	Remaining life of lease
Furniture and fixtures	7 years
Computer equipment and software	3 - 5 years

The cost and accumulated depreciation of assets sold or retired are removed from their respective accounts, and any resulting net gain or loss is recognized in the accompanying statements of comprehensive loss. The carrying value of long-lived assets is reviewed on a regular basis for the existence of facts, both internally and externally, that may suggest impairment. Recoverability of assets to be held and used is measured by comparing the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of the assets exceeds its estimated undiscounted future net cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the assets.

Long-lived assets to be sold are classified as held for sale in the period in which there is an approved plan for sale of the assets within one year, and it is unlikely that the plan will be withdrawn or changed. Long-lived assets held for sale are recorded at the lower of their carrying amount or fair value less estimated costs to sell.

Intangible Assets

Patents, copyrights and other intangible assets are amortized using the straight-line method over their estimated period of benefit. We estimate the economic lives of our patents and copyrights to be fifteen to twenty years. We estimate the economic lives of other intangible assets, including licenses, based on estimated technological obsolescence, to be two to five years, which is generally shorter than the contractual lives. Management evaluates the recoverability of intangible assets periodically and takes into account events or circumstances that may warrant revised estimates of useful lives or that may indicate impairment exists.

Accounting for Share-Based Compensation

We have various share-based compensation programs which provide for equity awards including stock options, restricted stock units ("RSUs") and restricted stock awards ("RSAs"). We calculate the fair value of employee share-based equity awards on the date of grant and recognize the calculated fair value, net of estimated forfeitures, as compensation expense over the requisite service periods of the related awards. We estimate the fair value of each equity award using the Black-Scholes option valuation model or the Monte Carlo simulation fair value model for awards that contain market conditions. These valuation models require the use of highly subjective assumptions and estimates including (i) how long employees will retain their stock options before exercising them, (ii) the volatility of our common stock price over the expected life of the equity award, and (iii) the rate at which equity awards will ultimately be forfeited by the recipients. Such estimates, and the basis for our conclusions regarding such estimates, are outlined in detail in Note 8. Estimates of fair value are not intended to predict actual future events or the value ultimately realized by persons who receive equity awards.

Revenue Recognition

We did not recognize revenue in 2014, 2013, or 2012. We recognize revenue when there is persuasive evidence of an arrangement, the amounts are fixed and determinable, and the collectibility of the resulting receivable is reasonably assured.

Research and Development Expenses

Research and development costs are expensed as incurred and include salaries and benefits, costs paid to third party contractors, prototype expenses, maintenance costs for software development tools, depreciation, amortization, and an allocated portion of facilities costs.

Loss per Common Share

Basic loss per common share is determined based on the weighted-average number of common shares outstanding during each year. Diluted loss per common share is the same as basic loss per common share as all potential common shares are excluded from the calculation, as their effect is anti-dilutive.

Options and warrants to purchase 7,696,201, 8,888,727, and 10,482,608 shares of common stock were outstanding at December 31, 2014, 2013, and 2012, respectively. In addition, unvested RSUs representing 2,184,151, 1,882,384, and 1,433,842 shares of common stock were outstanding at December 31, 2014, 2013, and 2012, respectively. These options, warrants and RSUs were excluded from the computation of diluted loss per share as their effect would have been anti-dilutive.

Leases

Our facilities are leased under operating leases. For those leases that contain rent escalations or rent concessions, we record the total rent payable during the lease term on a straight-line basis over the term of the lease with the difference between the rents paid and the straight-line rent recorded as a deferred rent liability in the accompanying balance sheets.

Income Taxes

The provision for income taxes is based on loss before taxes as reported in the accompanying statements of comprehensive loss. Deferred tax assets and liabilities are recognized for the expected future tax consequences of events that have been included in the financial statements or tax returns. Deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and the tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Valuation allowances are established to reduce deferred tax assets when, based on available objective evidence, it is more likely than not that the benefit of such assets will not be realized. Our deferred tax assets exclude unrecognized tax benefits which do not meet a more-likely-than-not threshold for financial statement recognition for tax positions taken or expected to be taken in a tax return.

We utilize the short-cut method for establishing the historical pool of windfall tax benefits related to employee share-based compensation. We do not recognize deferred tax assets with regard to the excess of tax over book stock compensation until the tax deductions actually reduce current taxes payable at which time the tax benefit would be recorded as an increase in additional paid-in-capital.

Recent Accounting Pronouncements

On January 1, 2014, we adopted Accounting Standards Update 2013-11 Income Taxes (Topic 740): Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists ("ASU 2013-11"). ASU 2013-11 provides guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists thereby reducing diversity in practice.

In August 2014, the Financial Accounting Standards Board issued Accounting Standards Update 2014-15, “Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern,” (“ASU 2014-15”) to provide guidance on management’s responsibility in evaluating whether there is substantial doubt about a company’s ability to continue as a going concern and to provide related footnote disclosures. ASU 2014-15 is effective for interim and annual periods beginning after December 15, 2016 and earlier adoption is permitted. We are currently assessing the impact of this update on future discussions of our liquidity position in our financial statements and have not early adopted ASU 2014-15 .

4. PREPAID EXPENSES AND OTHER

Prepaid expenses and other current assets consisted of the following at December 31, 2014 and 2013 :

	2014	2013
Prepaid insurance	\$ 530,967	\$ 409,790
Other current assets	281,610	144,747
	<u>\$ 812,577</u>	<u>\$ 554,537</u>

5. PROPERTY AND EQUIPMENT, NET

Property and equipment, at cost, consisted of the following at December 31, 2014 and 2013:

	2014	2013
Equipment and software	\$ 8,273,074	\$ 8,158,454
Tooling	224,000	0
Leasehold improvements	925,679	837,377
Furniture and fixtures	502,396	502,397
	<u>9,925,149</u>	<u>9,498,228</u>
Less accumulated depreciation and amortization	<u>(9,292,065)</u>	<u>(9,190,843)</u>
	<u>\$ 633,084</u>	<u>\$ 307,385</u>

Depreciation expense related to property and equipment was \$165,864 , \$174,444 , and \$185,146 in 2014, 2013, and 2012, respectively.

The cost of our property and equipment includes office and engineering equipment purchased under capital lease agreements totaling \$138,323 and \$71,925 at December 31, 2014 and 2013, respectively. Depreciation expense includes depreciation related to capital leases of approximately \$31,794 , \$28,748 , and \$24,100 for the periods ended December 31, 2014, 2013, and 2012 respectively. Accumulated depreciation included accumulated depreciation related to capital leases as of December 31, 2013, 2012, and 2011 of \$119,448 , \$87,654 , and \$58,906 , respectively.

Our capital leases have two to three year terms with aggregate monthly payments of approximately \$5,400 and have an approximate annual implicit interest rate of 14.8% . The principal payments for these capital leases are reflected as cash outflows from financing activities in the accompanying statements of cash flows.

6. INTANGIBLE ASSETS

Intangible assets consisted of the following at December 31, 2014 and 2013:

	2014		
	Gross Carrying Amount	Accumulated Amortization	Net Value
Patents and copyrights	\$ 19,616,477	\$ 11,613,839	\$ 8,002,638
Prepaid licensing fees	574,000	574,000	0
	<u>\$ 20,190,477</u>	<u>\$ 12,187,839</u>	<u>\$ 8,002,638</u>

	2013		
	Gross Carrying Amount	Accumulated Amortization	Net Value
Patents and copyrights	\$ 18,943,020	\$ 10,397,136	\$ 8,545,884
Prepaid licensing fees	574,000	567,452	6,548
	<u>\$ 19,517,020</u>	<u>\$ 10,964,588</u>	<u>\$ 8,552,432</u>

Periodically, we evaluate the recoverability of our intangible assets and take into account events or circumstances that may warrant revised estimates of useful lives or that may indicate impairment exists ("Triggering Event"). Based on our cumulative net losses and negative cash flows from operations to date, we assess our working capital needs on an annual basis. This annual assessment of our working capital is considered to be a Triggering Event for purposes of evaluating the recoverability of our intangible assets. As a result of our evaluations at December 31, 2014 and 2013, we determined that no impairment exists with regard to our intangible assets.

Patent costs represent legal and filing costs incurred to obtain patents and trademarks for product concepts and methodologies that we have developed. Capitalized patent costs are amortized over the estimated lives of the related patents, ranging from fifteen to twenty years. Prepaid licensing fees represent costs incurred to obtain licenses for use of certain technologies in future products. Prepaid license fees are amortized over their estimated economic lives, generally two to five years.

Amortization expense for the years ended December 31, 2014, 2013, and 2012 is as follows:

	Weighted average estimated life (in years)	Amortization Expense		
		2014	2013	2012
Patents and copyrights	17	\$ 1,216,703	\$ 1,067,698	\$ 1,049,446
Prepaid licensing fees	2	6,548	10,000	3,452
Total amortization		<u>\$ 1,223,251</u>	<u>\$ 1,077,698</u>	<u>\$ 1,052,898</u>

Future estimated amortization expense for intangible assets that have remaining unamortized amounts as of December 31, 2014 are as follows:

2015	\$ 1,104,355
2016	1,098,894
2017	1,086,235
2018	1,005,892
2019	775,147
2020 and thereafter	2,932,115
Total	<u>\$ 8,002,638</u>

7. INCOME TAXES AND TAX STATUS

A reconciliation between the provision for income taxes and the expected tax benefit using the federal statutory rate of 34 % for the years ended December 31, 2014, 2013, and 2012 is as follows:

	2014	2013	2012
Tax benefit at statutory rate	\$ (8,013,445)	(9,476,580)	(6,909,416)
State tax benefit	(824,913)	(975,530)	(711,263)
Increase in valuation allowance	8,870,098	10,648,966	7,640,454
Research and development credit	(186,906)	(299,044)	(239,216)
Other	155,166	102,188	219,441
	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

Our deferred tax assets and liabilities relate to the following sources and differences between financial accounting and the tax bases of our assets and liabilities at December 31, 2014 and 2013 :

	2014	2013
Gross deferred tax assets:		
Net operating loss carry-forward	\$ 102,317,929	\$ 94,742,725
Research and development credit	7,805,727	7,618,821
Stock compensation	3,364,997	3,548,655
Patents and other	1,904,532	1,828,103
Fixed assets	111,397	121,179
Accrued liabilities	81,987	80,204
Deferred rent	68,396	0
Capital loss carry-forward	7,241	5,652
Charitable contributions	9,375	4,500
Inventory	3,912	0
	<u>115,675,493</u>	<u>107,949,839</u>
Less valuation allowance	(115,675,493)	(107,949,839)
Net deferred tax asset	<u>\$ 0</u>	<u>\$ 0</u>

No current or deferred tax provision or benefit was recorded for 2014, 2013, or 2012 as a result of current losses and fully deferred tax valuation allowances for all periods. We have recorded a valuation allowance to state our deferred tax assets at their estimated net realizable value due to the uncertainty related to realization of these assets through future taxable income.

At December 31, 2014, we had cumulative NOL, research and development (“R&D”) tax credit carry-forwards and capital loss carry-forwards for income tax purposes of \$ 278,846,031, \$ 7,805,727, and \$ 19,310 respectively, which expire in varying amounts from 2015 through 2033. The cumulative NOL carry-forward is net of \$ 13,432,293 in carry-forwards from 1993 through 1997 which expired unused from 2008 through 2012. The NOL carry-forward for income tax purposes includes \$ 2,345,918 related to windfall tax benefits from the exercise of share-based compensation awards for which benefit will be recognized as an adjustment to equity rather than a decrease in earnings if realized. The cumulative R&D tax credit carry-forward is net of \$ 496,329 in credits from 1995 through 1997 that expired unused from 2010 through 2012.

Our ability to benefit from our tax credit carry-forwards could be limited under certain provisions of the Internal Revenue Code if our ownership changes by more than 50%, as defined by Section 382 of the Internal Revenue Code of 1986 (“Section 382”). Under Section 382, an ownership change may limit the amount of NOL, capital loss and R&D credit carry-forwards that can be used annually to offset future taxable income and tax, respectively. In general, an ownership change, as defined by Section 382, results from transactions increasing the ownership of certain shareholders or public groups in the stock of a corporation by more than 50 percentage points over a three-year period. We conduct a study annually of our ownership changes. Based on the results of our studies, we have determined that we do not have any ownership changes on or prior to December 31, 2014 which would result in limitations of our NOL, capital loss or R&D credit carry-forwards under Section 382.

Uncertain Tax Positions

We file income tax returns in the U.S. federal jurisdiction and various state jurisdictions. We have identified our Federal and Florida tax returns as our only major jurisdictions, as defined. The periods subject to examination for those returns are the 1998 through 2014 tax years.

At December 31, 2014, we had an unrecognized tax benefit of approximately \$1.4 million. A reconciliation of the amount recorded for unrecognized tax benefits for the years ended December 31, 2014, 2013, and 2012 is as follows:

	For the years ended December 31,		
	2014	2013	2012
Unrecognized tax benefits – beginning of year	\$ 1,369,614	1,369,614	1,369,614
Gross increases – tax positions in prior period	0	0	0
Change in Estimate	0	0	0
Unrecognized tax benefits – end of year	\$ 1,369,614	1,369,614	1,369,614

Future changes in the unrecognized tax benefit will have no impact on the effective tax rate so long as we maintain a full valuation allowance. Approximately \$ 0.47 million, net of tax effect, of the unrecognized tax benefit is related to excess tax benefits related to share-based compensation which would be recorded as an adjustment to equity rather than a decrease in earnings, if reversed.

Our policy is that we recognize interest and penalties accrued on any unrecognized tax benefits as a component of our income tax expense. We do not have any accrued interest or penalties associated with any unrecognized tax benefits. For the years ended December 31, 2014, 2013, and 2012, we did not incur any income tax-related interest income, expense or penalties.

8. SHARE-BASED COMPENSATION

We did not capitalize any expense related to share-based payments. The following table presents share-based compensation expense included in our statements of comprehensive loss for the years ended December 31, 2014, 2013, and 2012, respectively:

	Year ended December 31,		
	2014	2013	2012
Research and development expense	\$ 1,076,655	\$ 1,594,603	\$ 765,126
Sales and marketing expense	211,661	327,199	207,125
General and administrative expense	3,239,916	5,009,636	2,581,163
Total share-based expense	\$ 4,528,232	\$ 6,931,438	\$ 3,553,414

As of December 31, 2014, there was \$ 1,101,088 of total unrecognized compensation cost, net of estimated forfeitures, related to all non-vested share-based compensation awards. That cost is expected to be recognized over a weighted-average period of approximately 1 year.

Stock Incentive Plans

2000 Performance Equity Plan

We adopted a performance equity plan in July 2000 (the “2000 Plan”). The 2000 Plan provided for the grant of options and other stock awards to employees, directors and consultants, not to exceed 5,000,000 shares of common stock. The 2000 Plan provided for benefits in the form of incentive and nonqualified stock options, stock appreciation rights, restricted share awards, stock bonuses and various stock benefits or cash. Upon shareholder approval of amendments to our 2011 Long-Term Incentive Equity Plan on June 17, 2014, the 2000 Plan was amended such that no further awards may be granted under this plan.

2008 Equity Incentive Plan

We adopted an equity incentive plan in August 2008 (the “2008 Plan”). The 2008 Plan provides for the grant of stock-based awards to employees (excluding named executives), directors and consultants, not to exceed 500,000 shares of common stock. The 2008 Plan provides for benefits in the form of incentive stock options, nonqualified stock options, stock appreciation rights, restricted share awards, and other stock based awards. Forfeited and expired options under the 2008 Plan become available for reissuance. The plan provides that no participant may be granted awards in excess of 50,000 shares in any calendar year. At December 31, 2014, 9,315 shares of common stock were available for future grants.

2011 Long-Term Incentive Equity Plan

We adopted a long-term incentive equity plan in September 2011 that provided for the grant of stock-based awards to employees, officers, directors and consultants, not to exceed 5,000,000 shares of common stock. On June 17, 2014, shareholders approved amendments to the September 2011 plan increasing the shares available in the plan by 7,000,000 shares and clarifying certain limitations on exchanges of outstanding awards (as amended, the “2011 Plan”). The 2011 Plan provides for benefits in the form of incentive stock options, nonqualified stock options, stock appreciation rights, restricted share awards, and other stock based awards. Forfeited and expired options under the 2011 Plan become available for reissuance. The plan provides that no participant may be granted awards in excess of 1,500,000 shares in any calendar year. At December 31, 2014, 6,504,925 shares of common stock were available for future grants.

Restricted Stock Awards

RSAs are issued as executive and employee incentive compensation and as payment for services to others. The value of the award is based on the closing price of our common stock on the date of grant. RSAs are generally immediately vested. We had no unvested RSAs at December 31, 2014, 2013, or 2012 and no RSAs were forfeited during 2014, 2013, or 2012.

Restricted Stock Units

RSUs are issued as incentive compensation to executives, employees, and non-employee directors as well as payment for services to consultants. Each RSU represents a right to one share of our common stock, upon vesting. The RSUs are not entitled to voting rights or dividends, if any, until vested. RSUs generally vest over a three year period for employee awards, a one year period for non-employee director awards and the life of the related service contract for third-party awards. The fair value of RSUs is generally based on the closing price of our common stock on the date of grant and is amortized to share-based compensation expense over the estimated life of the award, generally the vesting period. In the case of RSUs issued to consultants, the fair value is recognized based on the closing price of our common stock on each vesting date.

Plan-Based RSAs and RSU

The following table presents a summary of RSA and RSU activity under the 2000, 2008, and 2011 Plans (collectively, the “Stock Plans”) as of December 31, 2014:

	Non-vested Shares	
	Shares	Weighted-Average Grant-Date Fair Value
Non-vested at beginning of year	999,050	\$ 2.90
Granted	226,450	1.38
Vested	(109,999)	3.44
Forfeited	(1,350)	2.83
Non-vested at end of year	1,114,151	\$ 2.54

The total fair value of RSAs and RSUs vested under the Stock Plans for the year ended December 31, 2014 is \$ 268,110 .

Non-Plan RSUs

RSUs granted outside the Stock Plans represent awards issued as payment for services to consultants. The shares underlying these non-plan RSUs are unregistered.

	Non-vested Shares	
	Shares	Weighted-Average Grant-Date Fair Value
Non-vested at beginning of year	883,334	\$ 3.90
Granted	480,000	1.24
Vested	(293,334)	2.45
Forfeited	0	0
Non-vested at end of year	1,070,000	\$ 3.10

Non-plan RSUs include 480,000 RSUs granted to a consultant in August 2014 that vest over a one year period beginning September 1, 2014. As of December 31, 2014, 160,000 of these RSUs have vested. Non-plan RSUs also include 750,000 RSUs granted in November 2013 to consultants as performance incentives. These RSUs vest only upon achievement of certain market conditions, as measured based on the closing price of our common stock during a period ending on the earlier of (i) December 31, 2015 or (ii) thirty days following termination of the related consulting agreement. Upon thirty days’ notice, the consulting agreements may be terminated and any unvested portion of the RSUs will be cancelled.

Compensation cost related to the vesting of non-plan RSUs was approximately \$819,000 , \$1,912,000 , and \$960,000 for the year s ended December 31, 2014, 2013, and 2012 respectively, and is included in general and administrative expense in the table of share-based compensation expense shown above.

Stock Options and Warrants

Stock options are issued as incentive compensation to executives, employees, and non-employee directors as well as payment for services to consultants. In addition, we have granted warrants to investors in connection with securities offerings. Stock options and warrants are generally granted with exercise prices at or above fair market value of the underlying shares at the date of grant.

Plan-Based Options

Options for employees, including executives and non-employee directors, are generally granted under the Stock Plans. The following table presents a summary of option activity under the Stock Plans for the year ended December 31, 2014:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value (\$)
Outstanding at beginning of year	6,929,210	\$ 2.87		
Granted	276,750	1.38		
Exercised	(404,650)	2.34		
Forfeited	(532)	1.85		
Expired	(563,781)	9.52		
Outstanding at end of year	6,236,997	2.23	3.96 years	\$ 99,265
Vested and expected to vest at end of year	6,232,821	\$ 2.24	3.96 years	\$ 99,265

The weighted average fair value of option shares granted during the years ended December 31, 2014, 2013, and 2012 was \$1.13, \$2.53, and \$2.65, respectively. The total fair value of option shares vested during the years ended December 31, 2014, 2013, and 2012 was \$3,069,131, \$3,285,859, and \$1,404,456, respectively.

The fair value of options granted under the Stock Plans is estimated using the Black-Scholes option pricing model. Generally, fair value is determined as of the grant date. In the case of option grants to third parties, the fair value is estimated at each interim reporting date until vested.

The fair value of option grants under the Stock Plans for the years ended December 31, 2014, 2013, and 2012, respectively, was estimated using the Black-Scholes option-pricing model with the following assumptions:

	Year ended December 31,		
	2014	2013	2012
Expected option term ¹	6 years	5 to 6 years	6 to 7 years
Expected volatility factor ²	106.40%	97.9% to 103.7%	90.2% to 94.8%
Risk-free interest rate ³	1.90%	0.8% to 1.8%	0.8% to 1.0%
Expected annual dividend yield	0%	0%	0%

¹The expected term was generally determined based on historical activity for grants with similar terms and for similar groups of employees and represents the period of time that options are expected to be outstanding. For employee options, groups of employees with similar historical exercise behavior are considered separately for valuation purposes. For consultants, the expected term was determined based on the contractual life of the award.

²The stock volatility for each grant is measured using the weighted average of historical daily price changes of our common stock over the most recent period equal to the expected option life of the grant.

³The risk-free interest rate for periods equal to the expected term of the share option is based on the U.S. Treasury yield curve in effect at the measurement date.

The aggregate intrinsic value of plan-based options exercised during 2014, 2013, and 2012 was \$1,081,495 , \$648,433 , and \$62,945 , respectively.

Non-Plan Options and Warrants

Options and warrants granted outside the Stock Plans represent options issued as payment for services to consultants and warrants issued in connection with offerings of securities. As of December 31, 2014, all outstanding non-plan options and warrants have been registered by us on a registration statement. The following table presents a summary of non-plan option and warrant activity for the year ended December 31, 2014:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value (\$)
Outstanding at beginning of year	1,959,517	\$ 0.81		
Granted	0	0		
Exercised	(500,313)	1.42		
Forfeited	0	0		
Expired	0	0		
Outstanding at end of year	1,459,204	0.60	0.91 years	\$ 524,422
Vested and expected to vest at end of year	1,459,204	\$ 0.60	0.91 years	\$ 524,422

The aggregate fair value of non-plan options and warrants vested during the years ended December 31, 2014, 2013, and 2012 was \$ 0 , \$129,192 , and \$ 166,668 , respectively.

Non-plan options and warrants outstanding at December 31, 2014 and 2013 include warrants issued in connection with the sale of equity securities in various public and private placement transactions from 2009 to 2011 that represent 1,399,204 and 1,849,517 shares respectively. The estimated fair value of these warrants as of December 31, 2014 and 2013 are included in shareholders' equity in the accompanying balance sheets.

We did not issue any non-plan options or warrants for the year ended December 31, 2014. The fair value of non-plan options and warrants for the years ended December 31, 2013 and 2012 respectively, was estimated using the Black-Scholes option-pricing model at each measurement date with the following assumptions:

	2013	2012
Expected option term ¹	4 to 5 years	4 to 6 years
Expected volatility factor ²	91.5% to 104%	93.4% to 104.3%
Risk-free interest rate ³	0.5% to 1.0%	0.7% to 1.0%
Expected annual dividend yield	0%	0%

¹ The expected term was determined based on the remaining contractual life of the award on the measurement date.

² The stock volatility for each grant is measured using the weighted average of historical daily price changes of our common stock over the most recent period equal to the expected life of the award.

³ The risk-free interest rate for periods equal to the expected term of the award is based on the U.S. Treasury yield curve in effect at the measurement date.

The aggregate intrinsic value of non-plan options and warrants exercised during 2014, 2013, and 2012 was \$1,793,694 , \$3,038,635 , and \$ 3,831,971 respectively.

Options and Warrants by Price Range

The options and warrants outstanding at December 31, 2014 under all plans, including the non-plan options and warrants, have exercise price ranges, weighted average contractual lives, and weighted average exercise prices are as follows:

Range of Exercise Prices	Options and Warrants Outstanding			Options and Warrants Vested		
	Number Outstanding at December 31, 2014	Wtd. Avg. Exercise Price	Wtd. Avg. Remaining Contractual Life	Number Exercisable at December 31, 2014	Wtd. Avg. Exercise Price	Wtd. Avg. Remaining Contractual Life
\$0.54 - \$0.89	3,661,671	\$ 0.74	2.63	3,657,504	\$ 0.74	2.63
\$1.03 - \$2.01	686,750	\$ 1.34	5.41	285,000	\$ 1.31	4.76
\$2.26 - \$3.64	2,890,437	\$ 2.83	4.19	2,824,675	\$ 2.84	4.17
\$3.88 - \$6.90	253,780	\$ 4.76	2.99	239,196	\$ 4.81	2.83
\$7.25 - \$10.98	191,063	\$ 8.34	0.72	191,063	\$ 8.34	0.72
\$11.86 - \$26.75	12,500	\$ 14.84	0.08	12,500	\$ 14.84	0.08
	<u>7,696,201</u>	<u>\$ 1.92</u>	<u>3.42</u>	<u>7,209,938</u>	<u>\$ 1.95</u>	<u>3.27</u>

Upon exercise of options and warrants under all plans, we issue new shares of our common stock. For shares issued upon exercise of warrants or equity awards granted under the Stock Plans, the shares of common stock are registered. For shares issued upon exercise of non-plan RSU or option awards, the shares are not registered unless they have been subsequently registered by us on a registration statement. Cash received from option and warrant exercises for the years ended December 31, 2014, 2013, 2012, and 2011, was \$1,655,550 , \$1,147,380 , and \$ 1,381,694 respectively. No tax benefit was realized for the tax deductions from exercise of the share-based payment arrangements for the years ended December 31, 2014, 2013, and 2012 as the benefits were fully offset by a valuation allowance (see Note 7).

9. STOCK AUTHORIZATION AND ISSUANCE

Preferred Stock

We have 15,000,000 shares of preferred stock authorized for issuance at the direction of the board of directors. As of December 31, 2013, we had no outstanding preferred stock.

On November 17, 2005, our board of directors designated 100,000 shares of authorized preferred stock as the Series E Preferred Stock in conjunction with its adoption of a Shareholder Protection Rights Agreement (Note 10).

Common Stock and Warrants

We have filed several shelf registration statements (“Shelf”) with the SEC for purposes of providing flexibility to raise funds from the offering of various securities over a period of three years, subject to market conditions. Securities offered under the shelf registration statements were used to fund working capital, capital expenditures, vendor purchases, and other capital needs. Offerings made under a Shelf during 2013 and 2012 are included in the table below. As of December 31, 2014 and 2013 , there were no securities available under any Shelf.

The following table presents a summary of completed equity offerings for the years ended December 31, 2014, 2013, and 2012 (in thousands, except for per share amounts) :

Date	Transaction	# of Common Shares/ Units Sold (in 000's)	Price per Share/Unit	# of Warrants Issued (in 000's)	Exercise Price per Warrant	Net Proceeds (in 000's) ⁽¹⁾	Offering as % of Out- standing Common Stock ⁽²⁾
March 13, 2014	Offering to two institutional investors	2,667	\$4.50	n/a	n/a	\$11,900	2.80%
August 6, 2013	Offering to a limited number of institutional and other investors	3,681	\$3.80	n/a	n/a	\$13,000	4.00%
March 26, 2013	Shelf underwritten offering ⁽³⁾	4,715	\$3.25	n/a	n/a	\$14,300	5.40%
September 19, 2012	Shelf offering to a limited number of institutional and other investors	4,382	\$2.30	n/a	n/a	\$9,200	5.30%
April 18, 2012	Shelf offering to a limited number of institutional and other investors	8,139	\$1.05	n/a	n/a	\$8,300	10.70%

(1) After deduction of applicable underwriters' discounts, placement agent fees, and other offering costs.

(2) Calculated on an after-issued basis.

(3) Ladenburg Thalmann Financial Services Inc. acted as underwriter for the transaction.

On December 23, 2014, we entered into a warrant subscription agreement with 1624 PV, LLC ("1624") for the sale of three warrants, each for the purchase of up to 1,884,058 shares of our common stock at exercise prices of \$1.50, \$2.50 and \$3.50, respectively. The warrants were sold for an aggregate purchase price of \$1.3 million. The transaction was consummated on January 15, 2015. In addition, in January 2015, we issued 250,000 shares of unregistered common stock to our securities counsel, Graubard Miller in exchange for a \$250,000 prepaid retainer for legal services.

10. SHAREHOLDER PROTECTION RIGHTS AGREEMENT

On November 21, 2005, we adopted a Shareholder Protection Rights Agreement ("Rights Agreement") which calls for the issuance, on November 29, 2005, as a dividend, rights to acquire fractional shares of Series E Preferred Stock. We did not assign any value to the dividend as the value of these rights is not believed to be objectively determinable. The principal objective of the Rights Agreement is to cause someone interested in acquiring us to negotiate with our Board of Directors rather than launch an unsolicited or hostile bid. The Rights Agreement subjects a potential acquirer to substantial voting and economic dilution. Each share of Common Stock issued by ParkerVision will include an attached right.

The rights initially are not exercisable and trade with the Common Stock of ParkerVision. In the future, the rights may become exchangeable for shares of Series E Preferred Stock with various provisions that may discourage a takeover bid. Additionally, the rights have what are known as "flip-in" and "flip-over" provisions that could make any acquisition of us more costly to the potential acquirer. The rights may separate from the Common Stock following the acquisition of 15 % or more of the outstanding shares of Common Stock by an acquiring person. Upon separation, the holder of the rights may exercise their right at an exercise price of \$ 45 per right (the "Exercise Price"), subject to adjustment and payable in cash.

Upon payment of the exercise price, the holder of the right will receive from us that number of shares of Common Stock having an aggregate market price equal to twice the Exercise Price, as adjusted. The Rights Agreement also has a flip over provision allowing the holder to purchase that number of shares of common/voting equity of a successor entity, if we are not the surviving corporation in a business combination, at an aggregate market price equal to twice the Exercise Price.

We have the right to substitute for any of our shares of Common Stock that we are obligated to issue, shares of Series E Preferred Stock at a ratio of one ten-thousandth of a share of Series E Preferred Stock for each share of Common Stock. The Series E Preferred Stock, if and when issued, will have quarterly cumulative dividend rights payable when and as declared by the board of directors, liquidation, dissolution and winding up preferences, voting rights and will rank junior to other securities of ParkerVision unless otherwise determined by the board of directors.

The rights may be redeemed upon approval of the board of directors at a redemption price of \$ 0.01 . The Rights Agreement expires on November 21, 2015.

11. COMMITMENTS AND CONTINGENCIES

Lease Commitments

Our headquarters facility in Jacksonville, Florida is leased pursuant to a non-cancelable lease agreement effective June 1, 2006. The lease term, as amended in September 2014 , provides for a straight-lined monthly rental payment of approximately \$ 2 6 ,000 through January 2018 with an option for renewal.

We also lease office space in Lake Mary, Florida for our wireless design center. The lease term, as amended in December 2013 provides for a straight-lined monthly rental payment of approximately \$ 18,5 00 through May 2017 with an option for renewal. Deferred rent is amortized to rent expense over the respective lease term.

In addition to sales tax payable on base rental amounts, certain leases obligate us to pay pro-rated annual operating expenses for the properties. Rent expense for properties, for the years ended December 31, 2014, 2013, and 2012 was \$523,454 , \$476,782 , and \$ 515,437 , respectively.

In addition, we lease certain equipment, primarily for research and development activities, under non-cancelable operating leases with lease terms of less than one year. Equipment rental expense for the years ended December 31, 2014, 2013, and 2012 was \$191,527 , \$235,370 , and \$ 232,659 , respectively.

Contractual Obligations

Future minimum lease payments under all non-cancelable operating leases and capital leases that have initial or remaining terms in excess of one year as of December 31, 201 4 were as follows:

Contractual obligations:	2015	2016	2017	2018	Total
Operating leases	\$ 585,700	605,500	\$ 434,600	\$ 14,200	\$ 1,640,000
Capital leases	\$ 43,000	\$ 10,000	\$ 300	\$ 0	\$ 53,300

Legal Proceedings

From time to time, we are subject to legal proceedings and claims which arise in the ordinary course of our business. We believe, based on advice from our outside legal counsel, that the final disposition of such matters will not have a material adverse impact on our financial position, results of operation or

liquidity. In addition, we are subject to the following legal proceedings:

ParkerVision vs. Qualcomm, Inc.

On July 20, 2011, we filed a patent infringement action in the United States District Court of the Middle District of Florida against Qualcomm Inc orporated (“Qualcomm”) seeking damages and injunctive relief for infringement of several of our patents related to radio-frequency receivers and the down-conversion of electromagnetic signals. Qualcomm filed a counterclaim against us alleging invalidity and unenforceability of each of our patents. In October 2013, a jury found that all of Qualcomm’s accused products directly and indirectly infringed all eleven claims of the four patents asserted by us and awarded us \$172.7 milli on in damages . The jury also found that Qualcomm did not prove its claims of invalidity for any of the eleven claims of the four patents in the case, and furthermore found that we did not prove our claims of willfulness, which would have allowed enhancement of the jury-awarded damages. On June 20, 2014, a final district court ruling was issued in which the court overturned the jury’s verdict of infringement thus nullifying the damages award. We have appealed this decision to the U.S. Court of Appeals for the Federal Circuit. Qualcomm has filed a counter-appeal on the issues of validity and damages. We and Qualcomm have both filed our respective briefs with the appellate court. No date has yet been set for a hearing by the U.S. Court of Appeals. The collection of damages from Qualcomm in this action, if any, will be dependent upon the final disposition of this case.

ParkerVision vs. Qualcomm, HTC, and Samsung

On May 1, 2014, we filed a complaint in the United States District Court of the Middle District of Florida against Qualcomm, Qualcomm Atheros, Inc., HTC Corporation and HTC America, Inc. seeking unspecified damages and injunctive relief for infringement of seven of our patents related to RF up-conversion, systems for control of multi-mode, multi-band communications, baseband innovations including control and system calibration, and wireless protocol conversion. On August 21, 2014, we amended our complaint adding Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America, LLC as defendants (all parties collectively, “Defendants”). We also added infringement claims of four additional patents to this case. On November 17, 2014, certain of the Defendants filed counterclaims of non-infringement and invalidity for all patents in the case. Discovery in this case is ongoing with a claim construction hearing scheduled for August 12, 2015 and a trial start date scheduled for August 1, 2016 .

RPX and Farmwald vs. ParkerVision

In June and July 2014, RPX Corporation and Michael Farmwald (collectively, the “Petitioners”) filed petitions for *Inter Partes* review (“IPR”) with the Patent Trial and Appeal Board of the United States Patent and Trademark Office (“PTAB”) seeking to invalidate certain claims related to each of the four patents in our July 2011 district court case against Qualcomm. We filed our preliminary responses to these petitions in September and October 2014. On December 18, 2014, the PTAB issued a decision to institute trial on certain claims included in three of the four IPR petitions , but denied institution of one of the challenged claims . On January 8, 2015, the PTAB also denied institution of trial for the fourth IPR petition. Our final responses to the instituted petitions are scheduled to be filed on March 19, 2015 with the Petitioners’ reply scheduled to be filed on June 19, 2015. Oral arguments on these remaining IPR petitions are scheduled for August 27, 2015.

Maxtak Capital Advisors LLC vs. ParkerVision

On December 28, 2011, Maxtak Capital Advisors LLC, Maxtak Partners LP and David Greenbaum (the “Plaintiffs”) filed a complaint in the United States District Court of New Jersey against us, our chief executive officer, Jeffrey Parker and one of our directors, Robert Sterne, alleging common law fraud and negligent misrepresentation of material facts concerning the effectiveness of our technology and our success in securing customers. The Plaintiffs were seeking unspecified damages, including attorneys’ fees and costs. In October 2012, the court granted our motion to transfer the case to the Middle District of

Florida where discovery commenced.

In July 2014, we conducted a demonstration of our d2p technology for the Plaintiffs. As a result of the demonstration and the discovery conducted to date, the parties entered into a confidential resolution of this action. In connection with the resolution, the Plaintiffs stated that they agree and acknowledge that the d2p technology works in a manner consistent with our representations during the period covered by the litigation. The Plaintiffs further agreed and acknowledged that their allegations with regard to the efficacy of the d2p technology and all statements in their complaint attributed to or based upon the pvnotes website, Michael Farmwald, Barbara Paldus, Alfred Riddle, Steven Cripps and Joy Laskar with regard to the efficacy of our d2p technology are without merit. The financial terms of the confidential resolution had no impact on our financial position, results of operations or liquidity .

12. RELATED-PARTY TRANSACTIONS

We paid approximately \$1,705,000 , \$587,000 , and \$ 906,000 in 2014, 2013, and 2012, respectively, for patent-related legal services to a law firm, of which Robert Sterne, one of our directors since September 2006, is a partner.

On September 19, 2012 we sold 300,000 shares of our common stock to entities controlled by Messrs. Austin W. Marx and David M. Greenhouse (“Marx and Greenhouse Entities”) at a price of \$ 2.30 per share in an offering off our September 2012 Shelf. On April 18, 2012 we sold 2,857,143 shares of our common stock to Marx and Greenhouse Entities at a price of \$ 1.05 per share in an offering off our September 2009 Shelf. Messrs. Marx and Greenhouse are considered related parties under the rules of NASDAQ as they were beneficial owners of more than 5 % of our outstanding stock at the time of the transactions.

13. CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject us to a concentration of credit risk principally consist of cash and cash equivalents and our available for sale securities. Cash and cash equivalents are primarily held in bank accounts and overnight investments. At times our cash balances on deposit with banks may exceed the balance insured by the F.D.I.C.

Our available - for - sale securities are held in accounts with brokerage institutions and consist of mutual funds invested primarily in short-term municipal securities. We maintain our investments with what management believes to be quality financial institutions and while we limit the amount of credit exposure to any one institution, we could be subject to credit risks from concentration of investments in a single fund as well as credit risks arising from adverse conditions in the financial markets as a whole.

1 4 . FAIR VALUE MEASUREMENTS

We have determined the estimated fair value amounts of our financial instruments using available market information. Our assets that are measured at fair value on a recurring basis included in our balance sheet at December 31, 201 4 and 201 3 are:

		Fair Value Measurements		
		Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		<u>Total</u>		
December 31, 2014:				
Available-for-sale securities:				
Municipal bond				
mutual funds	\$ 10,985,000	\$ 10,985,000	\$ 0	\$ 0
December 31, 2013:				
Available-for-sale securities:				
Municipal bond				
mutual funds	\$ 16,957,489	\$ 16,957,489	\$ 0	\$ 0

1 5. QUARTERLY FINANCIAL DATA (UNAUDITED)

The quarterly financial data presented below is in thousands except for per share data:

	For the three months ended			
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014
Revenues	\$ 0	\$ 0	\$ 0	\$ 0
Gross margin	0	0	0	0
Net loss	(5,772)	(5,841)	(6,409)	(5,547)
Basic and diluted net loss per common share	\$ (0.06)	\$ (0.06)	\$ (0.07)	\$ (0.06)
	For the three months ended			
	March 31, 2013	June 30, 2013	September 30, 2013	December 31, 2013
Revenues	\$ 0	\$ 0	\$ 0	\$ 0
Gross margin	0	0	0	0
Net loss	(6,462)	(7,127)	(6,424)	(7,859)
Basic and diluted net loss per common share	\$ (0.08)	\$ (0.08)	\$ (0.07)	\$ (0.08)

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Under Rules 13a-15(e) and 15d-15(e) of the Exchange Act, “disclosure controls and procedures” are controls and other procedures that are designed to ensure that the information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified under the rules and forms of the SEC. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that such information is accumulated and communicated to our management, including our chief executive officer and our chief financial officer, as appropriate to allow timely decisions regarding required disclosures. Our management, with the participation of our chief executive officer and our chief financial officer, has evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2014.

Based on such evaluation, our chief executive officer and our chief financial officer have concluded that as of December 31, 2014, our disclosure controls and procedures were effective.

Management’s Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting and for the assessment of the effectiveness of internal control over financial reporting. Under Rules 13a-15(f) and 15d-15(f) of the Exchange Act, “internal control over financial reporting” is defined as a process designed by, or under the supervision of, our chief executive officer and our chief financial officer, and effected by our board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Internal control over financial reporting includes policies and procedures that pertain to the maintenance of records, that in reasonable detail, accurately and fairly reflect our transactions and our dispositions of assets; provide reasonable assurance that transactions are recorded as necessary to permit preparation of our financial statements in accordance with generally accepted accounting; provide reasonable assurance that receipts and expenditures of the company are made only in accordance with authorizations of management and directors; and provide reasonable assurance regarding the prevention or the timely detection of the unauthorized acquisition, use or disposition of the company’s assets that could have a material effect on our 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 and procedures may deteriorate.

Management, with the participation of our chief executive officer and our chief financial officer, conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2014 using the criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. Based on this evaluation, management concluded, as of December 31, 2014, our internal control over financial reporting was effective.

PricewaterhouseCoopers LLP, the independent registered certified public accounting firm that audited the financial statements included in this Form 10-K, has also issued an attestation report on our internal

control over financial reporting . The attestation report is set forth in their Report of Independent Registered Certified Public Accounting Firm, which is included in Item 8 of this Annual Report.

Changes in Internal Control over Financial Reporting

During the fiscal quarter ended December 31, 2014 , there were no changes in our internal control over financial reporting that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9 B. Other Information .

In accordance with and satisfaction of the requirements of Form 8-K, we include the following disclosure:

On March 16 , 2015 , we issued a press release announcing our results of operations and financial condition for the fourth quarter and year ended December 31, 2014 . The press release is attached hereto as Exhibit 99.1.

The foregoing information, including the exhibit related thereto, is furnished in response to Item 2.02 of Form 8-K and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, nor shall it be deemed incorporated by reference in any disclosure document of the Registrant, except as shall be expressly set forth by specific reference in such document.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The information required by this item is incorporated by reference to our Definitive Proxy Statement to be filed with the Commission in connection with our 2015 Annual Meeting of Shareholders no later than 120 days after the end of the fiscal year covered by this report (our “2015 Proxy Statement”) .

Item 11. Executive Compensation.

The information required by this item is incorporated by reference to our 2015 Proxy Statement .

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by this item is incorporated by reference to our 2015 Proxy Statement .

Item 13. Certain Relationships and Related Transactions and Director Independence.

The information required by this item is incorporated by reference to our 2015 Proxy Statement.

Item 14. Principal Accountant Fees and Services.

The information required by this item is incorporated by reference to our 2015 Proxy Statement.

PART IV

Item 15. Exhibits and Financial Statement Schedule.

(a) Documents filed as part of this report:

(1) Financial statements:

Balance Sheets as of December 31, 2014 and 2013

Statements of Comprehensive Loss for the years ended December 31, 2014, 2013, and 2012

Statements of Shareholders' Equity for the years ended December 31, 2014, 2013, and 2012

Statements of Cash Flows for the years ended December 31, 2014, 2013, and 2012

Notes to Financial Statements for the years ended December 31, 2014, 2013, and 2012

(2) Financial statement schedules:

Schedule II – Valuation and Qualifying Accounts

Schedules other than those listed have been omitted since they are either not required, not applicable or the information is otherwise included.

(3) Exhibits.

Exhibit Number	Description
3.1	Articles of Incorporation, as amended (incorporated by reference from Exhibit 3.1 of Registration Statement No. 33-70588-A)
3.2	Amendment to Amended Articles of Incorporation dated March 6, 2000 (incorporated by reference from Exhibit 3.2 of Annual Report on Form 10-K for the year ended December 31, 1999)
3.3	Bylaws, as amended (incorporated by reference from Exhibit 3.2 of Annual Report on Form 10-K for the year ended December 31, 1998)
3.4	Amendment to Certificate of Incorporation dated July 17, 2000 (incorporated by reference from Exhibit 3.1 of Quarterly Report on Form 10-Q for the quarter ended June 30, 2000)

- 3.5 Certificate of Designations of the Preferences, Limitations and Relative Rights of Series E Preferred Stock (incorporated by reference from Exhibit 4.02 of Form 8-K dated November 21, 2005)
- 3.6 Amended and Restated Bylaws (incorporated by reference from Exhibit 3.1 of Current Report on Form 8-K filed August 14, 2007)
- 3.7 Articles of Amendment to Articles of Incorporation, dated October 3, 2012 (incorporated by reference from Exhibit 3.1 of Current Report on Form 8-K filed October 4, 2012)
- 3.8 Articles of Amendment to Articles of Incorporation, dated July 11, 2013 (incorporated by reference from Exhibit 3.1 of Current Report on Form 8-K filed July 12, 2013)
- 4.1 Form of common stock certificate (incorporated by reference from Exhibit 4.1 of Registration Statement No. 33-70588-A)
- 4. 2 Shareholder Protection Rights Agreement between the Registrant and American Stock Transfer & Trust Company, as Rights Agent (incorporated by reference from Exhibit 4.01 of Form 8-K dated November 21, 2005)
- 4. 3 Form of Rights Certificate pursuant to Shareholder Protection Rights Agreement (incorporated by reference from Exhibit 4.03 of Form 8-K dated November 21, 2005)
- 4.4 Form of Warrant Certificate (incorporated by reference from Exhibit 4. 1 of Form 8-K dated October 28, 2010)
- 4.5 Form of Warrant Agreement between Registrant and American Stock Transfer and Trust Company, LLC (incorporated by reference from Exhibit 4.2 of Form 8-K dated October 28, 2010)
- 4.6 Form of Common Stock Purchase Warrant between Registrant and 1624 PV LLC dated January 15, 2015*
- 10. 1 2000 Performance Equity Plan (incorporated by reference from Exhibit 10.11 of Registration Statement No. 333-43452) **
- 10.2 Form of 2002 Indemnification Agreement for Directors and Officers (incorporated by reference from Exhibit 10.1 of Quarterly Report on Form 10-Q for the period ended September 30, 2002) **
- 10.3 Standard Form of Employee Option Agreement (incorporated by reference from Exhibit 4.11 of Annual Report on Form 10-K for the year ended December 31, 2006)**
- 10. 4 2008 Equity Incentive Plan (Non-Named Executives), as amended (incorporated by reference from Exhibit 4.1 of Form S-8 dated October 24, 2008) **
- 10. 5 Form of Restricted Stock Unit Agreement between Registrant and Executives (incorporated by reference from Exhibit 10.6 on Form 8-K dated June 4, 2008) **
- 10. 6 2011 Long-Term Incentive Equity Plan , as amended and restated (incorporated by reference from Exhibit 4.1 of Form S-8 dated July 30, 2014) **
- 10.7 Employment Agreement between Registrant and Jeffrey Parker dated June 6 , 20 12 (incorporated by reference from Exhibit 10. 1 on Form 8-K dated June 6 , 20 12) **

10.8	Employment Agreement between Registrant and Cynthia Poehlman dated June 6 , 20 12 (incorporated by reference from Exhibit 10. 2 on Form 8-K dated June 6 , 20 12) **
10.9	Employment Agreement between Registrant and David Sorrells dated June 6 , 20 12 (incorporate d by reference from Exhibit 10.3 on Form 8-K dated June 6 , 20 12) **
10. 10	Employment Agreement between Registrant and John Stuckey dated June 6 , 20 12 (incorporated by reference from Exhibit 10.4 on Form 8-K dated June 6 , 20 12) **
10.11	Underwriting Agreement, dated March 21, 2013, between Registrant and Ladenburg Thalmann & Co. Inc. (incorporated by reference from Exhibit 1.1 of Current Report on Form 8-K filed March 21, 2013)
10.12	Form of Securities Purchase Agreement (incorporated by reference from Exhibit 10.1 of Current Report on Form 8-K filed August 2, 2013)
10.13	List of Investors (incorporated by reference from Exhibit 10.2 of Current Report on Form 8-K filed August 2, 2013)
10.14	Form of Registration Rights Agreement (incorporated by reference from Exhibit A to Exhibit 10.1 of Current Report on Form 8-K filed August 2, 2013)
10.15	ParkerVision, Inc. Performance Bonus Plan (incorporated by reference from Exhibit 10.1 of Current Report on Form 8-K filed July 12, 2013)
10.16	Form of Securities

		Purchase Agreement dated March 13, 2014 (incorporated by reference from Exhibit 10.22 of Annual Report on Form 10-K filed March 17, 2014)
10.17		Form of Registration Rights Agreement dated March 13, 2014 (incorporated by reference from Exhibit 10.23 of Annual Report on Form 10-K filed March 17, 2014)
10.18		Licensing Services Agreement between Registrant and 3LP Advisors, LLC dated February 4, 2014 (incorporated by reference from Exhibit 10.1 of Quarterly Report on Form 10-Q filed May 12, 2014)
10.19		Funding Agreement between Registrant and 1624 PV LLC dated December 23, 2014***
10.20		Warrant Subscription Agreement between Registrant and 1624 PV LLC dated December 23, 2014*
23.1		Consent of PricewaterhouseCoopers LLP *
31.1		Rule 13a-14 and 15d-14 Certification of Jeffrey L. Parker*
31.2		Rule 13a-14 and 15d-14 Certification of Cynthia L. Poehlman*
32.1		Section 1350 Certification of Jeffrey L. Parker and Cynthia L. Poehlman*
99.1		Earnings Press Release*
101.INS	XBRL Instance Document*	
101.SCH	XBRL Taxonomy Extension Schema*	

101.CAL	XBRL Taxonomy Extension Calculation Linkbase*
101.DEF	XBRL Taxonomy Extension Definition Linkbase*
101.LAB	XBRL Taxonomy Extension Label Linkbase*
101.PRE	XBRL Taxonomy Extension Presentation Linkbase*

* Filed herewith

** Management contract or compensatory plan or arrangement.

*** Portions of these exhibits have been omitted pursuant to a request for confidential treatment filed separately with the SEC.

SIGNATURES

Pursuant to the requirements of Section 13 of the Exchange Act, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: March 16, 2015

PARKERVISION, INC.

By: /s/ Jeffrey L. Parker

Jeffrey L. Parker
Chief Executive Officer

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

Signature	Title	Date
By: <u>/s/ Jeffrey L. Parker</u> Jeffrey L. Parker	Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	March 16, 2015
By: <u>/s/ Cynthia L. Poehlman</u> Cynthia L. Poehlman	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Corporate	March 16, 2015
By: <u>/s/ David F. Sorrells</u> David F. Sorrells	Chief Technology Officer and Director	March 16, 2015
By: <u>/s/ William A. Hightower</u> William A. Hightower	Director	March 16, 2015
By: <u>/s/ John Metcalf</u> John Metcalf	Director	March 16, 2015
By: <u>/s/ Robert G. Sterne</u> Robert G. Sterne	Director	March 16, 2015
By: <u>/s/ Nam P. Suh</u> Nam P. Suh	Director	March 16, 2015
By: <u>/s/ Papken S. der Torossian</u> Papken S. der Torossian	Director	March 16, 2015

SCHEDULE II

PARKERVISION, INC. AND SUBSIDIARY

VALUATION AND QUALIFYING ACCOUNTS

Valuation Allowance for Income Taxes	Balance at Beginning of Year	Provision	Write-Offs	Balance at End of Year
Year ended December 31, 2012	\$ 92,592,971	7,640,454	(2,226,498)	98,006,927
Year ended December 31, 2013	98,006,927	10,648,966	(706,055)	107,949,839
Year ended December 31, 2014	107,949,839	8,870,098	(1,144,444)	115,675,493

EXHIBIT INDEX

4.6	Form of Common Stock Purchase Warrant between Registrant and 1624 PV LLC dated January 15, 2015
10.19	Funding Agreement between Registrant and 1624 PV LLC dated December 23, 2014***
10.20	Warrant Subscription Agreement between Registrant and 1624 PV LLC dated December 23, 2014
23.1	Consent of PricewaterhouseCoopers LLP
31.1	Rule 13a-14 and 15d-14 Certification of Jeffrey L. Parker
31.2	Rule 13a-14 and 15d-14 Certification of Cynthia L. Poehlman
32.1	Section 1350 Certification of Jeffrey L. Parker and Cynthia L. Poehlman
99.1	Earnings Press Release
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Definition Extension Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

*** Portions of these exhibits have been omitted pursuant to a request for confidential treatment filed separately with the SEC.

FORM OF WARRANT
[Items in brackets reflect relevant
terms of three warrants— one for
each exercise price]

THIS WARRANT HAS BEEN ACQUIRED FOR INVESTMENT. NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ SECURITIES ACT ”), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

COMMON STOCK PURCHASE WARRANT

PARKERVISION, INC.

Warrant No.: [X1] [X2] [X3]
Issue Date: January 15, 2015
Warrant Shares: 1,884,058

This COMMON STOCK PURCHASE WARRANT (this “Warrant”) certifies that, for good and valuable consideration, the receipt of which is hereby acknowledged, 1624 P V LLC, a Delaware limited liability company (the “Holder”) is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time or times on or prior to the close of business on the three (3) year anniversary of the Issue Date (the “Termination Date”) but not thereafter, to subscribe for and purchase from ParkerVision, Inc., a Florida corporation (the “Company”), up to 1,884,058 shares of Common Stock (the “Warrant Shares”).

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth in this Section 1.

(a) “ Affiliate ” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

(b) “ Business Day ” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

(c) “ Commission ” means the United States Securities and Exchange Commission.

(d) “Common Stock” means the common stock of the Company, par value \$0.01 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

(e) “Common Stock Equivalents” means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock .

(f) “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(g) “Person” means an individual, corporation, limited liability company, partnership, association, joint venture, trust, unincorporated organization, other entity or group (as defined in the Exchange Act) .

(h) “Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

(i) “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(j) “Subscription Agreement” means the Subscription Agreement, dated December 23 , 2014 between the Company and the Holder.

(k) “Trading Day” means a day on which the Trading Market is open for trading.

(l) “Trading Market” means the principal any market or exchange on which the Common Stock is listed or quoted for trading on the date in question .

(m) “Transfer Agent” means American Stock Transfer & Trust Company, LLC, the current transfer agent of the Company and any successor transfer agent of the Company.

2. Exercise.

(a) General. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise Form annexed hereto (“Notice of Exercise”). Within three (3) Trading Days following the date of exercise as aforesaid, the Holder

shall deliver the aggregate Exercise Price (defined below) for the shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.** Under no circumstances will the Company be required to net cash settle this Warrant upon its exercise.

(b) Exercise Price. The exercise price per share of the Warrant Shares shall be \$ [1.50] [2.50] [3.50], subject to adjustment hereunder (the "Exercise Price").

(c) Mechanics of Exercise.

(i) Delivery of Certificates Upon Exercise. Shares of Common Stock purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's prime broker with the Depository Trust Company ("DTC") through its Deposit Withdrawal Agent Commission ("DWAC") system if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale without volume or manner of sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate to the address specified by the Holder in the Notice of Exercise by the date that is three (3) Trading Days after the latest of (x) the delivery to the Company of the Notice of Exercise Form, (y) surrender of this Warrant (if required) and (z) payment of the aggregate Exercise Price as set forth above and all taxes required to be paid by the Holder, if any, pursuant to Section 2(c)(vi) prior to the issuance of such shares, having been paid (such date, the "Warrant Share Delivery Date"). This Warrant shall be deemed to have been exercised on the first date on which all of the foregoing have been delivered to the Company. The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 2(c)(vi) prior to the issuance of such shares, having been paid.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of

the certificate for this Warrant, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to Holder a new Warrant evidencing the rights of Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder a certificate or the certificates representing the Warrant Shares pursuant to Section 2(c)(i) by the Warrant Share Delivery Date, then, the Holder will have the right to rescind such exercise.

(iv) Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Exercise. If (1) the Company fails to transmit to the Holder (directly or through the Transfer Agent) a certificate or the certificates representing the Warrant Shares pursuant to an exercise (or to credit the account of the Holder's prime broker at DTC through a DWAC system transaction) on or before the Warrant Share Delivery Date and (2) prior to the time such certificate is received by the registered holder (or such account is credited through a DWAC system transaction), the registered holder, or any third party on behalf of the registered holder or for the registered holder's account, purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the registered holder of shares represented by such certificate (or such DWAC system transaction) (a "Buy-In"), then the Company shall pay in cash to the registered holder (for costs incurred either directly by such registered holder or on behalf of a third party) the amount by which the total purchase price paid for Common Stock as a result of the Buy-In (including brokerage commissions, if any) exceeds the proceeds received by such registered holder as a result of the sale to which such Buy-In relates. The registered holder shall provide the Company written notice indicating the amounts payable to the registered holder in respect of the Buy-In.

(v) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

(vi) Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

(vii) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

(d) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 2(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(d) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(d), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall

be 4.999 % of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation of this Section 2(d) or may waive the application of this Section 2(d). Any such increase or decrease or waiver will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(d) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

3. Certain Adjustments.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(b) Fundamental Transactions. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock

or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a “Fundamental Transaction”), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(d) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “Alternate Consideration”) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(d) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the “Successor Entity”) to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(b) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Warrant, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all

of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

(c) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(d) Notice to Holder.

(i) Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly mail to the Holder a notice setting forth the Exercise Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register (defined below) of the Company, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice . To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K . The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

4. Limitation on Sales of Warrant Shares. The Holder acknowledges that the Warrant Shares have not been registered under the Securities Act, and agrees that it shall not sell, pledge, distribute, offer for sale, transfer or otherwise dispose of any Warrant Shares, in the absence of (i) an effective registration statement under the Securities Act as to such Warrant Shares and registration or qualification of such Warrant Shares under any applicable “blue sky” or state securities law then in effect or (ii) an opinion of counsel, satisfactory to the Company, that such registration and qualification are not required. Without limiting the generality of the foregoing, unless the resale of the Warrant Shares shall have been effectively registered under the Securities Act, the Warrant Shares issued upon exercise of this Warrant shall be imprinted with a legend in substantially the following form:

This security has been acquired for investment and has not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or applicable state securities laws. This security may not be sold, pledged or otherwise transferred in the absence of such registration or pursuant to an exemption therefrom under the Securities Act and such laws, supported by an opinion of counsel, reasonably satisfactory to the Company and its counsel, that such registration is not required.

5. Transfer of Warrant.

(a) Transfer. Subject to compliance with any applicable state and federal securities laws and the provisions of this Warrant, this Warrant and all rights hereunder may be transferred, in whole or in part, by surrendering this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) New Warrants. This Warrant may be divided upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 5 (a), as to any transfer which may be involved in such division, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date set forth on the first page of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “Warrant Register”), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder

of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

6. Registration Rights of Warrant Holder. The Company has agreed to register the Warrant Shares for resale in accordance with the Subscription Agreement.

7. Miscellaneous.

(a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(c)(i).

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of

securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

(e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Warrant shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding.

(f) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice Holder's rights, powers or remedies.

(g) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. Except as otherwise provided of in this Warrant, the address for such notices and communications shall be

as follows: if to (A) the Company, 7915 Baymeadows Way, Suite 400, Jacksonville, Florida 32256, Attention: Chief Financial Officer, and (B) the Holder [_____] .

(h) Limitation of Liability. No provision hereof, in the absence of any affirmative action by Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of Holder, shall give rise to any liability of Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

(i) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant . The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(j) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder . The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder.

(k) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder .

(l) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(m) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

[SIGNATURE PAGE FOLLOWS]

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

PARKERVISION, INC.

By:

Name: Cynthia L. Poehlman
Title: Chief Financial Officer

NOTICE OF EXERCISE

To: ParkerVision, Inc .

(1) The undersigned hereby elects to exercise Warrant No. _____ (the “Warrant”) with respect to _____ shares of common stock of the Company (the “Warrant Shares”), pursuant to the terms of the Warrant , and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any. (If the Warrant is being exercised in full , attach the Warrant hereto.)

(2) Payment shall take the form of lawful money of the United States in accordance with the terms of the Warrant.

(3) Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number or by physical delivery of a certificate to:

[SIGNATURE OF HOLDER]

Name of Holder:

Signature:

Name of Signatory (if entity) :

Title of Signatory (if entity) :

Date:

ASSIGNMENT FORM

(To assign the foregoing warrant, execute this form and supply required information.
Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, [_____] all of or [_____] shares of the foregoing
Warrant and all rights evidenced thereby are hereby assigned to :

whose address is :

Dated: _____, _____

Name of Holder

Signature

Name of Signatory (if entity)

Title of Signatory (if entity)

Address of Holder:

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company . Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

PARKERVISION , INC.

– and –

1624 PV LLC

FUNDING AGREEMENT

PARKERVISION ENFORCEMENT FUNDING AGREEMENT

This PARKERVISION ENFORCEMENT FUNDING AGREEMENT (the “Agreement”) is made and entered into as of December 23 , 2014 (the “Effective Date”) by and between ParkerVision , Inc. , a corporation existing under the laws of Florida (“ParkerVision ” or the “ Company ”) and 1624 PV LLC , a Delaware limited liability company (the “Funder”) (each a “Party”) .

WHEREAS, the Company requires funding for patent Enforcement (as defined below) ; and

WHEREAS, the Funder is willing to provide such funding in exchange for consideration ;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and promises hereinafter set forth, the parties to this Agreement do hereby agree as follows:

1. DEFINITIONS

- 1.1 “ADVERSE COSTS” means Company’s obligation and/or liability, through any order of a court and/or settlement or otherwise, requiring the Company and/or Funder to pay some or all of the costs including without limitation legal fees, disbursements, or court fees, of another party to an Enforcement.
- 1.2 “AFFILIATE” means (a) any Person directly or indirectly controlling, controlled by or under common control with, another Person, (b) any Person owning or controlling 5 0% or more of the outstanding voting securities of such other Per so n, or (c) any officer, director or equityholder of such Person .
- 1.3 “AGREEMENT” means this Agreement, as amended, modified or supplemented from time to time.
- 1.4 “APPEAL” means an appeal by Company or one or more Initial Targets regarding the decision of a lower court related to Enforcements brought by the Company against Initial Targets .
- 1.5 “ATTORNEY” means Company’s legal representation, including [*] and/or patents attorneys employed in furtherance of the Enforcemen t brought by the Company against Initial Targets .

1.6 "BANKRUPTCY" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors, as amended, and all rules and regulations promulgated thereunder.

1.7 "CODE" means the Internal Revenue Code of 1986, as amended from time to time.

- 1.8 “COMMITTED CAPITAL” means the total maximum amount available to fund the Enforcement under this Agreement as itemized in Schedule A and subject to changes permitted by this Agreement.
- 1.9 “CONDITIONAL FEE” means a portion of the Enforcement Proceeds, as set forth in the retainer agreement between Patent Holder and Attorney, which agreement is being attached as Appendix B.
- 1.10 “CONFIDENTIAL INFORMATION” has the meaning given such term in Section 11.1.1.
- 1.11 [*]
- 1.12 “DISBURSEMENTS” means costs, other than Legal Fees, typically associated with an Enforcement including reports, attorney travel expenses, consultant and/or expert fees, court fees (except as otherwise noted herein), trial graphics, document services, and production costs.
- 1.13 “DISCLOSEES” has the meaning given such term in Section 11.1.1.
- 1.14 “ENFORCEMENT” means any and all proceeding(s) or negotiation(s), whether or not before a court or judicial body, where the Company seeks monetary or non-monetary compensation for and/or on behalf of the Patents, including any post grant review or re-examination of any of the Patents initiated by one or more Targets.
- 1.15 “ENFORCEMENT PLAN” has the meaning given such term in Schedule A.
- 1.16 “ENFORCEMENT PROCEEDS” means the gross aggregate total revenues and/or proceeds, whether monetary or non-monetary, earned in relation to or in connection with the Enforcements, [*] and all similar sums, in each case, received by or on behalf of Company after the Effective Date, before deduction of any taxes.
- 1.17 “EXISTING ENFORCEMENT” means the two litigations pending as of the Effective Date between (i) the Company and Qualcomm, Inc. (Case No. 2014-1612) and (ii) the Company and Qualcomm, Inc., et al. (Case No. 6:14-cv-00687).
- 1.18 “EXCLUDED EXPENSES” means any costs, sums or liabilities other than those set forth in Schedule A, including without limitation:
- 1.18.1 Legal costs and/or other sums incurred as a result of Company’s failure to cooperate with or follow the reasonable

- 1.18.2 Liability for costs arising in the form of Company's or Attorney's liability for court-ordered penalties, fines or sanctions ;

- 1.18.3 Legal costs and/or other sums incurred in the form of Company's or Attorney's liability for court-ordered penalties, fines or sanctions as a result of any unreasonable failure by the Company or the Attorney to comply with [*] or an order of the court during any Enforcement ;
- 1.18.4 Legal costs and/or other sums incurred in the form of Company's liability for court-ordered penalties, fines or sanctions as a result of any unreasonable failure by Company to comply with a [*] ;
- 1.18.5 Any expenses related to an Existing Enforcement;
- 1.18.6 Legal costs incurred in excess of the Committed Capital ;
- 1.18.7 Any Adverse Costs obligation and/or liability ;
- 1.18.8 Any element of [*] where otherwise recoverable by the Company ; and
- 1.18.9 Any legal costs and expenses incurred prior to the date of this Agreement unless agreed to by both Funder and Company .
- 1.19 "FUNDER" has the meaning given such term in the first paragraph of this Agreement .
- 1.20 "FUNDER'S COMPENSATION " has the meaning given such term in Schedule A.
- 1.21 "HOLDOVER" has the meaning given such term in Schedule A.
- 1.22 "HOLDOVER INSTRUCTIONS" has the meaning given such term in Schedule A.
- 1.23 "INITIAL TARGETS " has the meaning given such term in Schedule A.

1.24 "INSURANCE" means an insurance policy covering all direct costs, entered into between the Company and Insurer in a form reasonably acceptable to the Funder.

1.25 "INSURER" means a provider of Insurance.

1.26 "LEGAL FEES" means the fees due from the Company to the Attorney in furtherance of an Enforcement .

1.27 "PARTY" has the meaning given such term in the first paragraph of this Agreement .

1.28 "PATENTS" has the meaning given such term in Schedule A .

- 1.29 “PERSON” means (a) a person as that term is defined in Section 7701(a)(1) of the Code, namely, an individual, trust, estate, partnership, association, company or corporation, and (b) those persons who are related by blood or marriage to a person defined in (a) above.
- 1.30 “PRIORITY” has the meaning given such term in Appendix A.
- 1.31 “REGULATIONS” means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).
- 1.32 “REIMBURSEMENT AMOUNT” has the meaning given such term in Schedule A.
- 1.33 “RELEASE REQUEST” has the meaning given such term in Section 2.2.3.
- 1.34 “RELEASED FUNDING” means the amounts actually released pursuant to this Agreement.
- 1.35 “RELEVANT INFORMATION” has the meaning given such term in Section 10.9.
- 1.36 “RETAINER AGREEMENT” means the representation agreement between Company and Attorney, as set forth in Exhibit B.
- 1.37 “SECURITIES LAWS” means federal and state securities laws and stock exchange rules applicable to Company, including without limitation the Securities Exchange Act of 1934, as amended.
- 1.38 “SECTION” means the designated section of this Agreement if no reference is specified; otherwise the designated section of the specified agreement, statute or regulation or the comparable provision of any successor agreement, statute or regulation.
- 1.39 “SUBSEQUENT TARGETS” has the meaning given such term in Schedule A.
- 1.40 “SUBSEQUENT ENFORCEMENT S” has the meaning given such term in Schedule A.
- 1.41 “TARGETS” means any and all parties alleged to be infringing the Patents against whom Company is pursuing legal action and/or against and/or with whom Company seeks to monetize and/or commercialize the Patents.
- 1.42 “YEAR” means the calendar year, except for the initial and final Year of the Agreement which may begin or end on a date other than January 1 and December 31, respectively.

2. OBLIGATIONS OF THE PARTIES

2.1 OBLIGATIONS OF THE COMPANY . The Company shall (a) use reasonable commercial efforts to execute the Enforcement Plan involving the Initial Targets set forth in Schedule A hereto, (b) perform its other obligations in all material respects pursuant to this Agreement, (c) pay to the Funder the Funder's Compensation as set forth in Schedule A , and otherwise (d) distribute Enforcement Proceeds pursuant to Schedule A .

2.1.1 Where any Enforcement , whether by way of court order, settlement or otherwise , gives rise to the receipt by the Company of Enforcement Proceeds not subject to an appeal or recapture , the Company undertakes to the Funder to pay to the Funder the Funder's Compensation in accordance with Schedule A , and

2.1.1.1 With respect to Enforcement Proceeds from Initial Targets, Company shall instruct the Attorneys:

2.1.1.1.1 to receive such Enforcement Proceeds on its behalf and to notify counsel for the Target (s) that the Attorneys are authorized to receive such proceeds;

2.1.1.1.2 to immediately pay such Enforcement Proceeds into a designated account;

2.1.1.1.3 to contact Funder, notify Funder of the amounts of such Enforcement Proceeds and receive joint instruction from Funder and the Company as to the distribution of such Enforcement Proceeds ;

2.1.1.1.4 to distribute the Funder's Compensation to the Funder within ten (10) Business Days of receiving distribution instructions pursuant to this Section ; and

2.1.1.1.5 to keep in the designated account the Holdovers and pay them out in accordance with the Holdover Instructions.

2.1.1.2 Where the Company receives directly any or all of Enforcement Proceeds from Initial Targets , it undertakes to pay all the same, immediately on receipt, to the Attorneys to be deposited, distributed and/or held in the matter set forth in Section 2.1.1.1 .

2.1.2 The obligations created herein are continuing obligations and survive any termination of this Agreement.

2.1.3 Company shall distribute Enforcement Proceeds from Initial Targets in accordance with the Priority as set forth in Appendix A .

2.2 OBLIGATIONS OF THE FUNDER. The Funder agrees to fund up to the Committed Capital on the following terms :

- 2.2.1 The Funder shall fund Legal Fees and Disbursements , if and as approved in advance in writing by the Company, up to the Committed Capital as described in Schedule A ;
- 2.2.2 The funds shall be released to the Attorney in accordance with this Agreement subject to the advance written approval of the Company and any review by the Funder on the occurrence of an event set forth in Section 2.2.3 ;
- 2.2.3 The Attorney may request a release of funds by delivering a written request to the Funder (a “Release Request”). Each Release Request shall be accompanied by all relevant invoice(s) and the written approval of the Company. The amount requested shall not exceed the amount of fees and disbursements stated on said invoice(s). Subject to the provisions of Section 4 , within thirty (30) days of receipt of a complete and accurate Release Request, Funder shall pay the amount requested into the Attorney’s designated account.
- 2.2.4 The Funder shall not be liable under this Agreement for any Excluded Expenses incurred by the Company .
- 2.2.5 The Company may itself fund Legal Fees and Disbursements without the use of Committed Capital.

2.3 ADDITIONAL FUNDING BY THE FUNDER; APPEALS.

- 2.3.1 If the Company should require funds in excess of the Committed Capital for the pursuit of the Enforcement s involving Initial Targets , including an Appeal , the Company reaffirms and agrees that Funder has the right, at its discretion, to provide additional funds for such Enforcement or to fund any Appeal.
- 2.3.2 If Funder elects to provide additional funds for any Enforcement or Appeal involving Initial Targets , Company agrees to instruct the Attorneys to act on such Enforcement or Appeal, and the Parties shall enter into a new funding agreement in respect of such additional funding unless Funder agrees to increase the Committed Capital under this Agreement.
- 2.3.3 If Funder elects not to provide additional funds for any Enforcement or Appeal involving Initial Targets :

2.3.3.1 Company undertakes to Funder that it shall not, without the prior written consent of Funder, make any payments out of Enforcement Proceeds received by or on behalf of Company in connection with such Enforcement or Appeal prior to the Enforcement or Appeal being concluded;

2.3.3.2 Company shall be entitled to obtain funding from an alternative source [*] .

2. INTERESTS AND RIGHTS IN SUBSEQUENT ENFORCEMENTS

2.1. Funder shall have the rights concerning Subsequent Enforcements, including rights to Enforcement Proceeds, set forth in Schedule A.

3. SETTLEMENT OF THE ENFORCEMENT

3.1. Company shall not make or accept an offer of partial or full settlement in any Enforcement involving Initial Targets or discontinue or make any material concession in any such Enforcement without prior notification to the Funder. For the sake of clarity, the Parties agree that pursuant to Section 15.12, *infra*, the ultimate decision to make and accept any offers of partial or full settlement in any Enforcement involving Initial Targets and to discontinue or make any material concessions in any such Enforcement rests solely with Company and its Attorney, and that Funder has no right to reject or veto such decisions.

4. TERMINATION OF THIS AGREEMENT

4.1. Company may terminate this Agreement upon at least thirty (30) days' prior written notice to Funder if Funder has failed to perform its obligations under Section 2.2 in all material respects .

4.2. Funder may terminate this Agreement upon at least fourteen (14) days' prior written notice to Company in any of the following cases:

4.2.1. Circumstances have arisen since the commencement of an Enforcement involving an Initial Target which cause Funder to have a good faith basis to believe that such Enforcement lacks merit and/or commercial viability, such as, by way of example and not limitation, where such belief is based upon a theory of invalidity or non-infringement of the asserted Patents presented by one or more of the Initial Targets and such theory is plainly supported by admissible evidence; a dispositive ruling of either non-infringement or invalidity of all of the Patents that are the subject of Enforcements against the Initial Targets ; evidence indicating that there may be a substantial reduction in the amount of Enforcement Proceeds (for example, without limitation, evidence that the quantity of infringing products is substantially less than anticipated and/or settlement offer(s) by

Company are less than anticipated); and/or where Attorney opines that there is less than a [*] chance of success on the merits ; *provided that* Funder has attempted but was unable to negotiate in good faith a consensual termination under Section 4.2.4 for not less than thirty (30) days ;

4.2.2. The Company has failed to perform its material obligations hereunder in all material respects ;

4.2.3. There has been a material breach by Company of any of its material covenants, undertakings, representations or warranties herein; or

4.2.4. The Company consents to such termination .

4.3. If this Agreement is terminated by the Company pursuant to Section 4.1, notwithstanding anything in this Agreement to the contrary (including Schedule A), the Company will only have the obligation to pay to the Funder [*] percent [*] of Enforcement Proceeds received after the date of such termination and/or the Holdover Amount in accordance with the Holdover Instructions, until Funder has received on a cumulative basis (from the aggregate of the Enforcement Proceeds from Initial Targets, the Enforcement Proceeds from [*], Enforcement Proceeds from the Existing Litigations, and Subsequent Enforcement Proceeds), [*] percent [*] of the Reimbursement Amount, and the Company will have no obligation to pay Funder any amounts in excess of such amount. [*]

4.4. If this Agreement is terminated by Funder pursuant to Section 4.2.1, the Company will only have the obligation to pay the Funder Enforcement Proceeds in accordance with Schedule A received after the date of such termination and/or the Holdover Amount in accordance with the Holdover Instructions , except that the respective Multiple set forth in Schedule A shall otherwise be limited to [*] the Released Funding . [*]

4.5. If this Agreement is terminated by Funder pursuant to Section 4 .2.2 or Section 4 .2.3, the Company will not be released from its obligation to pay to the Funder the Funder's Compensation , as provided by this Agreement .

4.6. If this Agreement is terminated by Funder pursuant to Section 4.2.4, notwithstanding anything in this Agreement to the contrary (including Schedule A), the Company's obligation to pay the Funder's Compensation shall terminate and any amounts to be paid to Funder by the Company will be negotiated in good faith by the Parties .

4.7. The rights of the Parties hereunder are without prejudice to any other rights that it might have at law to terminate this Agreement. Any delay by a Party in exercising its rights to terminate this Agreement shall not constitute a waiver thereof.

5. **BOOKS OF ACCOUNT AND TAXES**

5.1. **BOOKS OF ACCOUNT.** The Funder shall maintain an accounting of Released Funding and each Party shall have access thereto at all reasonable times.

5.2. **TAX OPTIMIZATION.** The Parties shall attempt, in good faith, to structure the Enforcement Proceeds from Initial Targets in the most tax-efficient manner practicable so that there are no unnecessary deductions or withholdings, and will consider, in good faith, reasonable tax efficient structures for payment of such Enforcement Proceeds. Funder and Company hereby agree that their respective tax counsel and/or advisors (if applicable) shall consult with each other in order to implement a tax efficient structure.

6. **[INTENTIONALLY OMITTED]**

7. **ADVERSE COSTS**

8.1 Company shall indemnify, hold harmless and defend (collectively “indemnify” and “indemnification”) Funder and its affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs), whether or not involving a third party claim, which arise out of or relate to any Excluded Expense and/or Adverse Cost.

8.2 Notwithstanding the foregoing, the Parties understand that the Company intends to obtain Insurance from an Insurer to protect against Company’s Adverse Costs liability and the Parties agree to cooperate in good faith to effect the payment of Insurance premiums and other Insurance costs and expenses, if any.

8.3 The Company undertakes to the Funder that it will, and it will procure that its officers, employees and agents will, comply with, and will instruct the Attorney to ensure that they are fully aware of, all terms and conditions of the Insurance, so that the making of any payment under the Insurance is not prejudiced by a failure of the part of the Company or the Attorney to comply with the terms thereof. In particular, the Company and the Attorney will keep the Funder and, where applicable, the Insurer, fully informed of developments during the course of the Enforcements involving Initial Targets and provide the Funder, and where applicable the Insurer, with all necessary information pursuant to the terms and conditions of the Insurance in each case, to the extent the Attorneys may do so without waiving privilege. Subject to any contrary order of a relevant court, nothing in this Agreement shall confer any liability on the Funder for any Adverse Costs to the extent that coverage under the Insurance is denied as a result of a breach of duty owed to the Insurer by the Company and/or breach by the Company of the terms of the Insurance or

any other withdrawal of cover age for whatever reason and the Company hereby indemnifies the Funder against any such liability in relation to such Adverse Costs.

8. [*]

8.1. [*]

9. **COVENANTS OF THE COMPANY**

Company hereby covenants that it shall:

9.1. Instruct the Attorneys to conduct the Enforcement involving Initial Targets in accordance with [*] applicable in the relevant courts and to comply with any judgment, order or award made in such Enforcement or Appeal;

9.2. Instruct the Attorneys to provide Funder with reports on the Enforcement s and any Appeals involving Initial Targets to the extent the Attorneys may do so without waiving privilege, in a form and substance to be agreed among the Funder , the Attorneys and the Company ;

9.3. Instruct the Attorneys to provide the Funder , insofar as is reasonably practicable and appropriate, [*] , prior to the commencement of any Enforcement involving Initial Targets , along with [*] ;

9.4. Through instructions to the Attorneys to keep the Funder promptly informed of any significant developments in all Enforcement s and Appeals involving Initial Targets (including any settlement discussions, any offers received and any information, evidence or advice coming to the attention of the Company or the Attorneys which may be material either to the prospects of success of the claim or of enforcing any judgment or award) , in each case, to the extent the Attorneys may do so without waiving privilege ;

9.5. Authorize the Attorneys to provide all information requested by the Funder to the extent it may do so without waiving privilege, breaching any court order, confidentiality agreements or work product protections;

9.6. Consider the legal advice of the Attorneys at all appropriate junctures, including whether it would be advisable to mediate, arbitrate, or make or accept any offer to settle any Enforcement or Appeal involving an Initial Target ;

9.7. Cooperate fully during each Enforcement and any Appeals involving an Initial Target with, and promptly provide such instructions and assistance to, the Attorneys as they may require to conduct such Enforcement or Appeal, including attending at court and giving oral evidence (if required), providing or procuring the provision of documents in the possession or control of the

Company or any subsidiaries, associated companies or agents of the Company, and, insofar as advised by the Attorneys, making itself and its personnel available, and/or providing access to witnesses, for the purpose of preparing witness statements and ensuring or procuring the attendance of those witnesses at trial to give evidence on Company's behalf;

- 9.8. Give reasonable notice of and permit Funder, where reasonably practicable and provided that, in the sole opinion of Attorney that no privilege or confidentiality issues are implicated, to [*];
- 9.9. See to it that all patent maintenance fees and expenses necessary to maintain the Patents that are the subject of Enforcements against the Initial Targets in good standing are timely paid;
- 9.10. If the Funder requires any advice given by the Attorneys to the Company in respect of any Enforcement or Appeal involving Initial Targets to be confirmed, Company will instruct the Attorneys to provide a written opinion to Company on such advice with a copy to Funder, with the costs of such written opinion to be borne by Funder and included in the Committed Capital;
- 9.11. Keep the Patents that are the subject of Enforcements against the Initial Targets in the Company and not move them to another entity without the prior written consent of the Funder;
- 9.12. Cooperate with the Funder in all matters pertaining to the Enforcements and any Appeals involving Initial Targets, and devote sufficient time and attention as is reasonably necessary to their successful prosecution and conclusion;
- 9.13. Not sell, pledge or exchange any of the Enforcement Proceeds, except as otherwise provided in this Agreement;
- 9.14. Do nothing that is reasonably likely to have a material adverse impact upon any Enforcement or Appeal involving Initial Targets or with respect to Enforcement Proceeds; and
- 9.15. If the Attorney should withdraw from their representation of Company for any reason, then Company will be at liberty to replace the Attorney with other suitable legal advisors, but only if the Funder approves the identity of the new legal advisors and fee arrangement (such approval not to be unreasonably withheld or delayed).

10. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Funder that:

- 10.1. Company is duly organized, validly existing and in good standing under the laws of its domicile. Company has all necessary corporate power and

authority to execute and deliver this Agreement and to perform its obligations hereunder and thereunder. This Agreement constitute valid and legally binding obligations of Company , enforceable against Company in accordance with their terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, arrangement or other similar applicable law or equitable principles relating to or limiting creditors' rights generally. Company has all requisite corporate power and authority to carry on its business as now being conduct ed as it relates to the Patents that are the subject of Enforcements against the Initial Targets

- 10.2. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, or notice to any governmental authority is required by, or with respect to, Company or the Patents that are the subject of Enforcements against the Initial Targets in connection with the execution and delivery of this Agreement or the consummation of the tr ansactions contemplated hereby, except for filings and disclosures required under the Securities Laws.

Company has good and marketable title to all of the Patents that are the subject of Enforcements against the Initial Targets . Company holds all of the Patents that are the subject of Enforcements against the Initial Targets free and clear of all l iens and/or encumbrances. There is no action, suit, audit, claim, proceeding or investigation pending or, to Company 's knowledge, threatened, against Company or any of its affiliates before any governmental authority, against, relating to or affecting the Patents that are the subject of Enforcements against the Initial Targets , or seeking to prevent Company 's performance of this Agreement or the transactions contemplated hereby, including without limitation any attacks, including interferences, oppositions, requests for reexamination, or other attacks or challenges to the validity or enforceability of, as applicable, the Patents that are the subject of Enforcements against the Initial Targets , or as to Company 's use or ownership of the Patents that are the subject of Enforcements against the Initial Targets (except as otherwise disclosed to the Funder) . Company has taken all steps reasonably necessary or appropriate (including, entering into written confidentiality and nondisclosure agreements with officers, directors, subcontractors, employees, licensees and customers) to safeguard and maintain the secrecy and confidentiality of any trade secrets included in the Patents that are the subject of Enforcements against the Initial Targets . Neither Company nor, to Company's knowledge, any inventor or other individual connected in any way to the prosecution of the Patents that are the subject of Enforcements against the Initial Targets have engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of such Patents or hinder their enforcement, including, without limitation, failure to name the proper inventors or failing to disclose material information to the U.S. Patent Office.

- 10.3. The execution and delivery of this Agreement by Company does not and the consummation of the transactions contemplated hereby by Company will not

(i) violate any provision of the Certificate of Incorporation, Bylaws or similar governance documents of or applicable to Company , (ii) result in a breach (or in any event which, with notice or lapse of time or both, would constitute a breach) of any term or provision of, or constitute a default under, any material agreement or material arrangement to which Company or any affiliate is a party or any agreement or arrangement by which the Patents that are the subject of Enforcements against the Initial Targets are bound, (iii) result in the creation of any lien on the Patents that are the subject of Enforcements against the Initial Targets , or (iv) violate any applicable law or any judgment, decree, order, regulation or rule of any governmental authority by which Company (or any of its subsidiaries, if applicable) is bound or subject.

10.4. No funding, facilities, or personnel of any governmental authority or educational institution were used, directly or indirectly, to develop or create, in whole or in part, any of the Patents that are the subject of Enforcements against the Initial Targets . Company has not made any submission or suggestion to, and is not subject to any agreement with, any standards bodies or other entities that would obligate the Company to grant licenses to or otherwise impair its control of the Patents that are the subject of Enforcements against the Initial Targets .

10.5. Company shall not become insolvent, as the term is used in applicable law related to state and federal fraudulent conveyance or transfer or Bankruptcy law.

10.6. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud any present or future creditors of Company or any of its affiliates.

10.7. Except as otherwise expressly set forth in this Agreement, Company acknowledges that Funder does not assume any contract, debt, liability, tax, employee liability, warranty or other obligation of any nature, fixed, contingent, known or unknown, of Company or any of its affiliates or former affiliates.

10.8. Company has been advised by independent legal counsel with regard to the consequences of entering into this Agreement.

10.9. Company hereby warrants to the Funder that it is not (and none of its officers, employees or agents is) aware of any information in its or their possession which is, or might reasonably be expected to be, materially relevant either to the outcome of any Enforcement involving Initial Targets or to the recoverability of Enforcement Proceeds from Initial Targets (“Relevant Information”) and which has not been disclosed to Funder . At the same time, Company warrants to the Funder that, other than as has been disclosed to the Funder before this Agreement has been entered into, there has been no

material change to the Relevant Information provided to the Funder during the due diligence process conducted by or on behalf of the Funder

The foregoing representations and warranties shall be deemed made on and as of the Effective Date and repeated, throughout the duration of this Agreement, on each day funds are released by the Funder pursuant to 2.2.3 . If, after the date of this Agreement, Company or any of its officers, employees, agents or other affiliates becomes aware of any Relevant Information, Company shall instruct the Attorneys immediately to inform Funder of such information to the extent the Attorneys may do so without waiving privilege.

11. CONFIDENTIALITY; INFORMATION AND PRIVILEGE

11.1. Each Party shall use its best efforts :

11.1.1. To ensure that any “Confidential Information, defined as being any information in whatever form which may be imparted in confidence or be of a confidential nature, including without limitation the existence and terms of this Agreement and any information relating to the business, plans, commercial objectives or internal affairs of any the other Party and all notes, analysis, compilations, reports forecasts, data etc. prepared by either Party or its Disclosees (defined below) that contain, are based on or otherwise reflect in whole or in part the foregoing, is only made available to such of such other Party’s senior employees and officers and such of such other party’s advisers (“the Disclosees”) as need to have access to it for the purpose of this Agreement and who are subject to confidentiality duties or other obligations that are no less restrictive than the terms and conditions in this Section 11 ;

11.1.2. Without prejudice to any duty that arises in law or by reason of the relationship created by virtue of this Agreement, to keep (and ensure that the Disclosees keep) confidential all Confidential Information and not disclose (and ensure that none of the Disclosees discloses) any Confidential Information to any person, firm or company or part with possession of any Confidential Information;

11.1.3. To only disclose (and ensure that Disclosees only disclose) Confidential Information either that the other Party to whom such Confidential Information belongs has by prior consent approved for disclosure , or is disclosed to attorneys, experts, consultants or agents in furtherance of the Enforcement involving Initial Targets , or subject to Section 11.3 , that a Disclosee is required by law to disclose ;

11.1.4. To not make use of (and ensure that Disclosees not make use of) any Confidential Information except in the interests of the other Party for

the purposes of providing (and receiving) the party's common objectives; and

- 11.2. Immediately following termination of this Agreement or on written demand from the other Party, forthwith either return (and procure the return by the Disclosees of) Confidential Information or (if the other Party has given its prior consent to the destruction thereof) produce a declaration signed by an authorized officer of the other Party certifying that so far as that Party is aware, after reasonable investigation, such Confidential Information has been destroyed by that other Party and/or the Disclosees, provided that that Party may retain copies of such information as may be properly required for legal and/or regulatory reasons subject to full details of such information being supplied to the other Party, provided that notwithstanding the return or destruction of the Confidential Information, the Party receiving the Confidential Information ("Receiving Party") and its Disclosees will be bound by their confidentiality and other obligations under this Section 11.
- 11.3. In the event that the Receiving Party or its Disclosees is requested or required, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process, to disclose any of the Confidential Information, the Receiving Party shall provide the other Party with prompt written notice of any such request or requirement so that, if practical, the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, the Receiving Party receives advice of counsel that it or its Disclosees is nonetheless legally compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Receiving Party or its Disclosees may, disclose only that portion of the Confidential Information which such counsel advises is legally required to be disclosed, provided that the Receiving Party exercises its reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other Party and its representatives to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 11.4. Each Party shall be responsible for any breach of this agreement by its Disclosees and shall, at its sole expense, use its best efforts to restrain its Disclosees from prohibited or unauthorized disclosure or use of the Confidential Information of the other Party.
- 11.5. In the event that the Agreement is terminated, the obligations set out in Sections 11.1–11.5 shall remain in full force and effect until each applicable party releases the other(s) from such obligations, except that the foregoing clause shall not apply to Confidential Information that is in the public domain other than as a consequence of a breach of the above provisions.

- 11.6. The Parties agree that they have a “common legal interest” in the Enforcement s involving Initial Targets , this Agreement and any discussion, evaluation and negotiation and other communications and exchanges of information relating thereto. Therefore, insofar as any privileged communication is shared between the parties, it will be subject to a common interest privilege. The parties agree and intend that any material or information exchanged in pursuit of this common interest shall at all times remain subject to all applicable privileges and protections from disclosure, including the attorney-client privilege, litigation privilege, common interest privilege, work-product immunity doctrine and any applicable rules of professional secrecy in any jurisdiction. It is the express intent of Company and Funder and their respective affiliates to preserve intact to the fullest extent applicable, and not to waive by virtue of this Agreement, any action contemplated by this Agreement, or otherwise, in whole or in part, any and all privileges and immunities otherwise attaching to the exchange of material or information pursuant to this Agreement.

12. **PRESS RELEASES; SECURITIES LAWS COMPLIANCE**

- 12.1. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 11 , the Parties agree that the Company may make such filings and disclosures of Confidential Information as it determines, upon advice of counsel, are required by Securities Laws, provided that the Company will use reasonable efforts to seek confidential treatment for Confidential Information that the Company determines, upon advice of counsel, is permitted to be obtained under the Securities Laws.

- 12.2. The Parties agree that promptly following the Effective Date the Company will issue a press release and within four (4) business days following the of the Effective Date, Company will file with the Securities and Exchange Commission a Current Report on Form 8-K disclosing the execution and delivery of this Agreement and other disclosures required by the Securities Laws. The Company will provide copies of the press release and Form 8-K to Funder for Funder’s review in advance of their issuance/filing.

13. **LIMITATION OF LIABILITY**

- 13.1. Company agrees that there shall be no liability of the Funder under this Agreement, or related to its activities in connection with this Agreement, except for gross negligence, wilful misconduct, fraud or reckless activity amounting to fraud and/or a breach of the provisions of Section 2.2 , as qualified by Section 4.2 , that has a material adverse effect on any Enforcement involving Initial Targets or Company . This limitation on liability is absolute and excludes liability, by way of illustration and not limitation, for negligence, and for any damages that may constitute compensatory damages, lost profit, or punitive damages. This limitation on liability extends to the Funder and its

representatives, affiliates, agents, officers, directors and employees and their successors and assigns.

13.2. Funder agrees that there shall be no liability of Company under this Agreement, or related activities in connection with this Agreement, except for gross negligence, wilful misconduct, fraud or reckless activity amounting to fraud and/or for any failure to pay to Funder any Enforcement Proceeds to which the Funder is otherwise entitled under this Agreement, or under Section 2.1. This limitation on liability is absolute and excludes liability, by way of illustration and not limitation, for negligence, and for any damages that may constitute compensatory damages, lost profit, or punitive damages. This limitation on liability extends to Company and its representatives, affiliates, agents, officers, directors and employees and their successors and assigns.

13.3. Funder agrees and acknowledges that Funder's Compensation shall be paid by the Company solely from the Enforcement Proceeds and Funder will have no security interest in any asset of Company.

14. **TRANSFERABILITY**

14.1. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

15. **MISCELLANEOUS**

15.1. **NOTICES.** Except as otherwise specifically provided in this Agreement, any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be duly given if delivered in writing personally to the person to whom it is directed, or if sent by post, email or fax, to a Party at its address set forth in Schedule A or to such other address as the Party may from time to time specify by written notice. Any such notice shall be deemed to be given, if given personally, as of the date delivered; if given by email or fax, as of the date sent; or if posted, as of the date on which the same was deposited in the United States mail, postage prepaid, addressed and sent as aforesaid.

15.2. **SECTION CAPTIONS.** Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof.

15.3. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

- 15.4. AMENDMENTS. This Agreement may only be amended with the written consent of both Parties .
- 15.5. GOVERNING LAW. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- 15.6. COUNTERPART EXECUTION. This Agreement may be executed in one or more counterparts all of which together shall constitute one and the same Agreement.
- 15.7. PARTIES IN INTEREST. T his Agreement shall be binding upon the parties hereto and their successors and assigns.
- 15.8. CONSTRUCTION OF PRONOUNS. The feminine or neuter of the words “he”, “his” and “him” used herein shall be automatically deemed to have been substituted for such words where appropriate to the particular Party executing this Agreement.
- 15.9. INTEGRATED AGREEMENT. This Agreement , including its Schedules and Appendices, constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.
- 15.10. DISPUTE RESOLUTION. If a dispute arises under this Agreement which the parties cannot resolve within 15 business days, the dispute may be referred by any P arty to a mutually acceptable and neutral mediator who will be jointly instructed and who will conduct a mediation between the Parties . If the parties fail to agree upon a neutral mediator within 30 business days after a Party n otifies the other of the need for mediation , or if the Parties fail in mediation to resolve the dispute, the parties agree to submit such dispute to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including the Optional Rules for Emergency Measures of Protection) in New York City, New York , and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 15.11. NO PRACTICE OF LAW . Neither Party is a law firm and neither it nor its Affiliates are engaged in the practice of law or any other professional activity such as accounting. Each Party agrees that it has not relied and will not rely on the other Party or the other Party’s officers, directors employees or affiliates for legal, accounting or other professional advice and represents that it has received independent legal advice in connection with the transactions contemplated hereby. Nothing in this Agreement shall be construed to give rise to or create a fiduciary, lawyer-client, agency or other relationship between the Parties or between either Party and any director, partner, officer,

employee or agent of the other Party or between their counsel, notwithstanding that information, observations or opinions may be exchanged between them.

- 15.12. CONTROL OF ENFORCEMENT S. Although the Funder will be responsible for funding Enforcement s involving Initial Targets pursuant to this Agreement, the Company will instruct the Attorneys and the Company , not the Funder , will have control of such Enforcement s.
- 15.13. RELATIONSHIP OF FUNDER AND COMPANY . The Company and the Funder are independent actors. This Agreement does not create any joint venture, partnership, agency relationship o r any other type of affiliation .
- 15.14. SOPHISTICATED PARTIES. The P arties each acknowledge, accept, warrant and represent that (i) they are sophisticated P arties represented at all relevant times during the negotiation and execution of this Agreement by counsel of their choice, and that they have executed this Agreement with the consent and on the advice of such independent legal counsel, and (ii) they and their counsel have determined through independent investigation , extensive due diligence, and robust, arm s -length negotiation that the terms of this Agreement shall exclusively embody and govern the subject matter of this Agreement .

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the day
and year first above written.

ParkerVision , Inc . (as “ Company ”)

By: _____

Name:

Title:

1624 PV LLC (as “Funder”)

By: _____

Name:

Title:

SCHEDULE A

PATENTS	All patents owned by Company including any additional reissue, re-examination, continuations, continuations-in-part, applications, patents pending and/or counterparts.
ENFORCEMENT PLAN	Company shall pursue Enforcement (through litigation or otherwise) against one of the Initial Targets [*] . Subject to the mutual agreement of the Parties, Company may expand the Enforcement through [*] .
INITIAL TARGETS	[*] as agreed upon by Company and Funder.
ATTORNEYS	[*]
COMMITTED CAPITAL	Committed Capital shall be \$7,000,000 in the aggregate. The Committed Capital may be reduced upon [*] and where the Parties consent to such adjustment.
REIMBURSEMENT AMOUNT	An amount equal to the Released Funding.

FUNDER'S COMPENSATION	<p>Funder shall be entitled to receive, and Company agrees to pay or procure payment (in either case as soon as reasonably practicable) to Funder of, the following amounts of Enforcement Proceeds from Initial Targets ("Funder's Compensation") in accordance with priorities identified in <u>Appendix A</u> and the following formula, unless Initial Target has been identified as a [*] (as defined below) in which case the [*] Compensation shall apply:</p> <p>1. First, [*] of all such Enforcement Proceeds until Funder has received the entire Reimbursement Amount; and</p> <p>2. Second, [*] of all remaining Enforcement Proceeds from Initial Targets (net of the Reimbursement Amount and Priority payments) until Funder has received (on a cumulative basis from the aggregate of the Enforcement Proceeds from [*]), depending on the applicable threshold below, the corresponding multiple of the Reimbursement Amount:</p> <p>"Target Amount" means an amount of Funder's Compensation received by Funder in accordance with the foregoing formula equal to the greater of (a) [*] times the Reimbursement Amount or (b) [*] , provided however that Company may pre-pay the difference between [*] and the Funder's Compensation already received by Funder in order to attain the Target Amount.</p>	
-	<u>THRESHOLD</u>	<u>MULTIPLE</u>
	If Funder receives the full Target Amount (as defined below) on or before the [*] anniversary of the first Released Funding:	[*] times the Reimbursement Amount.
	If Funder receives the full Target Amount after the [*] anniversary of the Effective Date but on or before [*] anniversary of the first Released Funding:	[*] times the Reimbursement Amount.
	If Funder receives the full Target Amount after the [*] anniversary of the first Released Funding:	[*] times the Reimbursement Amount.

	“Target Amount” means an amount of Funder’s Compensation received by Funder in accordance with the foregoing formula equal to the greater of (a) [*] times the Reimbursement Amount or (b) [*] , provided however that Company may pre-pay the difference between [*] and the Funder’s Compensation already received by Funder in order to attain the Target Amount.	
[*]	[*]	

<p>SUBSEQUENT ENFORCEMENTS</p>	<p>Until Funder has been paid the entire Funder's Compensation with respect to the Initial Targets, Funder shall have the first right, but not the obligation ("Negotiation Right"), in its sole discretion, to negotiate the provision of additional contingent litigation funding to the Company ("Subsequent Enforcements Funding") for use in subsequent Enforcements against Targets other than the Existing Enforcement or the Enforcement against Initial Targets ("Subsequent Enforcements"). Before entering into negotiations for Subsequent Enforcements Funding with any third party, the Company shall notify Funder in writing that it may pursue Subsequent Enforcements Funding and Funder shall have ten (10) days from receipt of such notice to provide the Company with written notice that it desires to enter into good faith negotiations with the Company regarding such funding ("Notice"). If Funder does not provide the Notice within such ten (10) day period, then the Company shall have no further obligation with respect to the Negotiation Right and shall be free to negotiate and obtain Subsequent Enforcements Funding with any third party. If the Negotiation Right is properly exercised, then the Parties will negotiate exclusively, reasonably and in good faith concerning Subsequent Enforcements Funding for a period of fifteen (15) days following the Company's receipt of the Notice. If the Parties do not execute and deliver an agreement with respect to Subsequent Enforcements Funding within such fifteen (15) day period, then the Company shall have no further obligation with respect to the Negotiation Right and shall be free to negotiate and obtain Subsequent Enforcements Funding with any third party.</p> <p>Where Company does not request contingent litigation financing for a Subsequent Enforcement and Funder does not, as a result, fund a Subsequent Enforcement, Funder shall nonetheless be entitled to participate in the gross proceeds in excess of [*] received by the Company from each Subsequent Enforcement ("Subsequent Enforcement Proceeds") using the same formula as with respect to the Funder's Compensation (as set forth above) until Funder has received the entire Funder's Compensation with respect to the Initial Targets on a cumulative basis from the aggregate of the Enforcement Proceeds and/or Subsequent Enforcement Proceeds. [*]</p> <p>Where Company requests contingent litigation financing for a Subsequent Enforcement but Funder declines to provide such financing, and where Company receives in excess of [*] of additional contingent litigation financing from another third-party funder (an</p>
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Other Funder), Funder shall receive [] of such Subsequent Enforcement Proceeds until Funder has received (on a cumulative basis from the aggregate of the Enforcement Proceeds [*]) its Reimbursement, plus:

	THRESHOLD	MULTIPLE
	<p>If Funder Receives the full Target Amount on or before the [*] anniversary of the first Released Funding.</p> <p>If Funder receives the full Target Amount after the [*] anniversary of the Effective Date, but on or before the [*] anniversary of the first Released Funding.</p> <p>If Funder receives the full Target Amount after the [*] anniversary of the first Released Funding.</p>	<p>[*] times the Released Funding.</p> <p>[*] times the Released Funding.</p> <p>[*] times the Released Funding.</p>

[*]

EXISTING LITIGATIONS

Funder shall be entitled to participate in Enforcement Proceeds from existing Litigations (“Existing Litigations”) as follows:

First, [*] of Enforcement Proceeds from Existing Litigations until Funder has received, on a cumulative basis from the aggregate of the Enforcement Proceeds [*] , the Released Funding;

Second, [*] of Enforcement Proceeds from Existing Litigations until Funder has received (on a cumulative basis from the aggregate of the Enforcement Proceeds [*]):

Timing	Multiple
If Funder Receives the full Target Amount on or before the [*] anniversary of the first Released Funding.	[*] times the Released Funding.
If Funder Receives the full Target Amount beyond the [*] anniversary of the Effective Date, but before the [*] anniversary of the first Released Funding.	[*] times the Released Funding.
If Funder Receives the full Target Amount beyond the [*] anniversary of the first Released Funding.	[*] times the Released Funding.

	<p>If the Company obtains any contingent litigation funding from an Existing Litigation Funder with respect to Existing Litigations, [*] .</p>
HOLDOVER	<p>Upon each receipt of Enforcement Proceeds from an Initial Target, Company shall deposit with Holdover Agent an amount equal to the difference between Funder's Compensation as of such receipt of such Enforcement Proceeds and Funder's Compensation if Released Funding had been 100% of Committed Capital (as adjusted pursuant to Committed Capital above) and Timing had been beyond the [*] anniversary of the first Released Funding at the same amount of Enforcement Proceeds (the "Holdover").</p> <p>The Holdover shall be deposited into a designated account to be held in escrow by a third-party fiduciary ("Holdover Agent") and not distributed except as provided herein.</p>

<p>HOLDOVER INSTRUCTIONS</p>	<p>Funder shall update the Holdover calculation (i) upon receipt of Enforcement Proceeds from Initial Targets, including [*] , (ii) prior to release of any Holdover amount to any party, and (iii) at the end of each calendar quarter, to update for the release of additional amounts under the Committed Capital, a reduction in Committed Capital pursuant to provisions above, and/or the definitive setting of Timing at less than [*] from the anniversary of the first Released Funding. The updated Holdover calculation shall specify any reductions in Holdover amount and instructions as to which party the reduction should be distributed to. Such Holdover calculation shall be certified by the Company and provided to the Holdover Agent upon update.</p> <p>The Holdover Agent shall release specified monies in Holdover when:</p> <ul style="list-style-type: none"> i) A certified update is received by the Holdover Agent indicating a reduction in the Holdover amount, ii) The Agreement is terminated by the Company pursuant to Section 4.1, at which point the Holdover Agent shall pay to the Funder the Holdover amount up to, on a cumulative basis, [*] percent [*] of Funder's Reimbursement Amount and shall pay to the Company all any amounts in excess of Funder' Reimbursement Amount. iii) The Agreement is terminated by Funder pursuant to Section 4.2.1, at which point the Holdover Agent shall pay to the Funder the Holdover amounts up to, on a cumulative basis, [*] the Reimbursement Amount and shall pay to the Company any Holdover amounts in excess of such amount. iv) The Agreement is terminated by the Funder pursuant to Sections 4.2.2 or 4.2.3, at which point the Holdover Agent shall pay to the Funder the Holdover amounts up to the total amount of the Funders Compensation and shall pay to the Company any Holdover amounts in excess of Funder's Compensation. v) The Agreement is terminated by Funder pursuant to Section 4.2.4 and the Company and Funder provide mutual instructions to the Holdover Agent, at which time the Holdover Agent shall release Holdover amounts to the Funder and/or the Company in accordance with the mutual instructions.
<p>ADDRESS OF THE FUNDER</p>	<p>1900 K Street, NW Suite 725</p>

WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

ADDRESS OF THE COMPANY	7915 Baymeadows Way Suite 400 Jacksonville, FL 32256
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This SUBSCRIPTION AGREEMENT (“ Subscription Agreement”) is made and entered into on December 18 , 2014, between ParkerVision, Inc., a Florida corporation (“ Company ”) and 1624 P V LLC, a Delaware limited liability company (“ Investor ”).

The Company and Investor hereby agree as follows:

1. **Subscription for Warrants.** Investor hereby subscribes for and agrees to purchase from the Company warrants (each a “Warrant”) to purchase up to an aggregate of 5,652,174 shares of the Company’s common stock, par value \$0.01 per share (“Common Stock”) , for a purchase price of \$1,300,000 (“Purchase Price”) . At the Closing (defined below) , the Company will issue to Investor three Warrants, each exercisable for up to 1,884,058 shares of Common Stock with an exercise price per share of \$1.50, \$2.50 and \$3.50 , respectively , under the terms and conditions set forth in the form of Warrant attached as Exhibit A hereto.

2. **Closing.** The closing of the purchase of the Warrants (the “ Closing ”) will occur on such date as shall be mutually agreed to by the Company and Investor, but in no event later than January 15, 2015 . At the Closing , Investor shall tender the full Purchase Price by wire transfer to the Company in accordance with instructions provided to Investor by the Company prior to the Closing and the Company shall deliver Warrant certificates to Investor .

3. **Registration of Warrant Shares.** The Company will use commercially reasonable efforts to : (a) file with the Securities and Exchange Commission (“Commission”) on or before the 60th day after Closing, a registration statement covering the resale of all of the shares of Common Stock issuable upon exercise of the Warrants (“Warrant Shares”) , for an offering to be made on a continuous basis pursuant to Rule 415 promulgated by the Commission under the Securities Act of 1933, as amended (the “Securities Act”); (b) timely respond to the comments of the Commission to such registration statement ; and (c) have such registration statement declared effective by the Commission as soon as practicable thereafter . The registration statement will be on Form S-3 (except if the Company is not then eligible to register for resale the Warrant Shares on Form S-3, in which case such registration shall be on another appropriate form). Investor shall timely provide the Company with any information regarding Investor and its affiliates that is required for the registration statement or as otherwise reasonably requested by the Company to meet its obligations under this Section 3 (“Investor Information”) .

4. **Investor Representations and Warranties.** Investor represents and warrants to the Company as follows:

4.1 **Accredited Investor.** Investor is an “accredited investor” as defined in Section 2(15) of the Securities Act , and Rule 501 promulgated thereunder. Investor understands that the Warrants are being issued to Investor without registration under the Securities Act in reliance upon the exemptions contained in Regulation D promulgated under the Securities Act (“Regulation D”) and applicable state securities laws.

4.2 **Obligations of the Company and the Investor.** The Company has no obligation to Investor with respect to the sale and purchase of the Warrants other than as set forth in this Subscription Agreement. Investor is aware that, except for any rescission rights that may be provided under applicable laws, Investor is not entitled to cancel, terminate or revoke this Subscription Agreement . In order to induce the Company to issue and sell the Warrants to Investor , Investor represents and warrants that the information relating to Investor stated herein is true and complete as of the date hereof and will be true and complete as of the date of the Closing.

4.3 Information About the Company. Investor has been given reasonable opportunity to meet with officers of the Company for the purpose of asking reasonable questions of such officers concerning the terms and conditions of the sale and issuance of the Warrants and the business and operations of the Company (including the risks faced by the Company in its business and risks related to Investor's investment in the Company) and all such questions have been answered to Investor's full satisfaction. Investor has also been given an opportunity to obtain any additional relevant information to the extent reasonably available to the Company. Investor has received all information regarding the Company that Investor has reasonably requested. Investor has read and reviewed the Company's Annual Report on Form 10-K for the year ended December 31, 2013 and the Company's Quarterly Reports for its 2014 fiscal quarters. Investor understands that there is no assurance as to the future performance of the Company.

4.4 No assurances; No General Solicitation. Investor has received no representation or warranty from the Company or any of its officers, directors, employees or agents in respect of Investor's investment in the Company. Investor is not purchasing the Warrants as a result of or subsequent to: (a) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet; or (b) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

4.5 Speculative Investment. Investor is aware that its purchase of Warrants is a speculative investment. Investor acknowledges that Investor can lose the entire amount of its investment in the Company. Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Warrants and has obtained, in its judgment, sufficient information from the Company to evaluate the merits and risks of an investment in the Company. Investor has not utilized any person as a purchaser representative (as defined in Regulation D) in connection with evaluating such merits and risks and has relied solely upon its own investigation in making a decision to invest in the Company. Investor has been urged to seek independent advice from its professional advisors relating to the suitability of an investment in the Company in view of its overall financial needs and with respect to the legal and tax implications of such investment. Investor believes that the investment in the Company represented by its purchase of the Warrants is suitable for Investor based upon its investment objectives and financial needs, and Investor has adequate means for providing for its current financial needs and contingencies and has no need for liquidity with respect to its investment in the Company.

4.6 Authority. Investor has all necessary power and authority to enter into this Subscription Agreement and to consummate the transactions contemplated hereby. All action necessary to be taken by Investor to authorize the execution, delivery and performance of this Subscription Agreement has been duly and validly taken and this Subscription Agreement has been duly executed and delivered by Investor. Subject to the terms and conditions of this Subscription Agreement, this Subscription Agreement constitutes the valid and binding obligation of Investor, enforceable in accordance with its terms, except as enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws of general application now or hereafter in effect affecting the rights and remedies of creditors and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) and (b) the applicability of the federal and state securities laws and public policy as to the enforceability of the indemnification provisions of this Subscription Agreement.

4.7 Restrictions on Transfer. Investor understands that (a) the Warrants have not been registered under the Securities Act or the securities laws of any state in reliance on specific exemptions from registration and (b) the Warrants and the Warrant Shares can not be resold, pledged, assigned or otherwise disposed of unless they are registered under the Securities Act and under applicable

securities laws of certain states, or an exemption from such registration is available. In addition, Investor understands that the Company is relying on Investor's representations and agreements for the purpose of determining whether the sale and purchase of the Warrants meets the requirements of registration exemptions afforded by the Securities Act and certain state securities laws.

4.8 **Investment Representation**. Investor is acquiring the Warrants for its own account for investment and not with a view to, or for sale in connection with, any subsequent distribution of the securities, nor with any present intention of selling or otherwise disposing of all or any part of the Warrants in violation of the federal securities laws.

5. **Company Representations and Warranties**. The Company hereby represents and warrants to the Investor that the Company has all necessary corporate power and authority to enter into this Subscription Agreement and to consummate the transactions contemplated hereby. All corporate action necessary to be taken by the Company to authorize the execution, delivery and performance of this Subscription Agreement and all other agreements and instruments delivered by the Company in connection with the transactions contemplated hereby has been duly and validly taken and this Subscription Agreement has been duly executed and delivered by the Company. Subject to the terms and conditions of this Subscription Agreement, this Subscription Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws of general application now or hereafter in effect affecting the rights and remedies of creditors and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) and (b) the applicability of the federal and state securities laws and public policy as to the enforceability of the indemnification provisions of this Subscription Agreement. The sale by the Company of the Warrants does not conflict with the certificate of incorporation or bylaws of the Company or any material contract by which the Company or its property is bound, or any federal or state laws or regulations or decree, ruling or judgment of any United States or state court applicable to the Company or its property. The sale of the Warrants will not trigger any pre-emptive or, to the knowledge of the Company, other rights held by any party and no governmental or regulatory consent is required for the consummation of the transactions contemplated by this Subscription Agreement.

6. **Indemnification**. Investor shall indemnify and hold harmless the Company and its officers, directors, stockholders, employees, agents, and attorneys against any and all losses, claims, demands, liabilities, and expenses (including reasonable legal or other expenses incurred by each such person in connection with defending or investigating any such claims or liabilities, whether or not resulting in any liability to such person or whether incurred by the indemnified party in any action or proceeding between the indemnitor and indemnified party or between the indemnified party and any third party) to which any such indemnified party may become subject, insofar as such losses, claims, demands, liabilities and expenses (a) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact made by Investor and contained herein or in the Investor Information or (b) arise out of or are based upon any breach by Investor of any representation, warranty, or agreement made by Investor contained herein.

7. **Insider Trading Policy**. Investor acknowledges that Investor is an "Insider" as defined in the Company's insider trading policy (as such policy is amended from time to time, the "ITP") and will remain so as long as Investor is a lender to the Company or otherwise meets the definition of an Insider under the ITP. Investor will at all times comply with the requirements of the ITP.

8. **Severability; Remedies**. In the event any parts of this Subscription Agreement are found to be void, the remaining provisions of this Subscription Agreement are nevertheless binding with the same effect as though the void parts were deleted.

9. **Governing Law and Jurisdiction**. All questions concerning the construction, validity, enforcement and interpretation of this Subscription Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Subscription Agreement shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding.

10. **Counterparts**. This Subscription Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

11. **Benefit**. This Subscription Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns.

12. **Notices**. All notices and other communications under this Subscription Agreement must be in writing, and are sufficiently given if delivered to the addressee in person, by overnight courier service, or, if mailed, postage prepaid, by certified mail (return receipt requested), and will be effective three days after being placed in the mail if mailed, or upon receipt or refusal of receipt, if delivered personally or by courier or confirmed telecopy, in each case addressed to a party. All communications to Investor should be sent to the address on the signature page hereto. All communications to the Company should be sent to : ParkerVision, Inc. 7915 Baymeadows Way, Suite 400, Jacksonville, Florida 32256, Attention: Chief Financial Officer . Each party may designate another address by notice to the other party .

13. **Entire Agreement**. This Subscription Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. This Subscription Agreement may not be changed, waived, discharged, or terminated orally, but rather, only by a statement in writing signed by the party or parties against whom enforcement or the change, waiver, discharge or termination is sought.

14. **Section Headings**. Section headings herein have been inserted for reference only and will not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part, any of the terms or provisions of this Subscription Agreement .

15. **Survival of Representations, Warranties and Agreements**. The representations and warranties contained herein shall be true and correct at the time made and as of the Closing Date (as if made as of such date) . The representations, warranties and agreements contained herein will survive the delivery of, and the payment for, the Warrants .

[SIGNATURE PAGE FOLLOWS]

1642 P V LLC

By: _____

Name:

Title:

Date: December 18 , 2014

Investor Address: _____

EIN : _____ -

The foregoing subscription is accepted and the Company
hereby agrees to be bound by its terms.

PARKERVISION, INC.

By: _____ -

Name:

Title:

Date: December 18, 2014

CONSENT OF INDEPENDENT REGISTERED CERTIFIED PUBLIC ACCOUNTING FIRM -

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (Nos. 333-161903, 333-156571, 333-149975, 333-58286, 333-106798, 333-110712, 333-108954, 333-123957, 333-132301, 333-141400, 333-183713, 333-190769, and 333-195105) and Form S -8 (Nos. 333 -43452, 333-154740, 333-62497, 333-89284 , and 333-197741) of ParkerVision, Inc. of our report dated March 16, 2015 relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting which appears in this Form 10 -K.

/s/ PricewaterhouseCoopers LLP
Jacksonville, Florida
March 16, 2015

SECTION 302 CERTIFICATION

I, Jeffrey L. Parker, certify that:

1. I have reviewed this Annual Report on Form 10-K, of ParkerVision, Inc.;
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 in order 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 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 fulfilling the equivalent function):
 - (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 16, 2015

Name: /s/Jeffrey L. Parker
Title: Chief Executive Officer

SECTION 302 CERTIFICATION

I, Cynthia L. Poehlman certify that:

1. I have reviewed this Annual Report on Form 10-K, of ParkerVision, Inc.;
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 in order 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 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 fulfilling the equivalent function):
 - (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 16, 2015

Name: /s/Cynthia L. Poehlman

Title: Chief Financial Officer

SECTION 906 CERTIFICATION

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of ParkerVision, Inc. (the "Company") on Form 10-K, for the period ended December 31, 2013 as filed with the Securities and Exchange Commission (the "Report"), each of the undersigned, in the capacities and on the dates indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Dated: March 16, 2015

Name: /s/Jeffrey L. Parker
Title: Chief Executive Officer

Dated: March 16, 2015

Name: /s/Cynthia L. Poehlman
Title: Chief Financial Officer

ParkerVision®

PARKERVISION REPORTS FOURTH QUARTER AND FULL YEAR 2014 RESULTS

Management to Host Conference Call and Webcast Today at 4:30 p.m. ET

JACKSONVILLE, Fla., March 16, 2015 – ParkerVision, Inc. (NASDAQ: PRKR), a developer and marketer of semiconductor technology solutions for wireless applications, today announced results for the three-month and full-year ended December 31, 2014.

Fourth Quarter and 2014 Business Highlights and Recent Developments

- Entered into a \$7 million litigation funding agreement with 1624 PV LLC for the contingency-based funding of future patent infringement litigation actions
 - Received \$1.3 million in proceeds from the sale of three warrants to 1624 PV LLC
 - Each warrant is for the purchase of up to 1,884,058 shares of common stock (5,652,174 total shares) at exercise prices of \$1.50, \$2.50 and \$3.50, respectively.
 - Received rulings from the Patent Trial and Appeal Board (“PTAB”) on Inter Partes review (“IPR”) petitions filed against claims on four of the Company’s patents
 - PTAB denied institution of trial for patent #7,496,342
 - PTAB instituted trial for certain claims of patents #6,266,518, # 6,061,551 and # 6,370,371; however PTAB denied institution of trial for claim 27 of patent #6,266,518
 - PTAB has ruled in favor of the Company’s motion for additional discovery to determine the relationship between petitioners and Qualcomm Incorporated (“Qualcomm”)
 - Received court schedule for patent infringement litigation against Qualcomm, HTC and Samsung
 - Markman hearing scheduled for August 2015
 - Trial scheduled to begin in August 2016
 - Worldwide patent portfolio grew in 2014 by 11 % to a total of 267 issued patents.
 - As of December 31, 2014, ParkerVision had 179 U.S. and 88 foreign patents related to RF technologies, and approximately 45 U.S. and foreign patent applications pending.
-

year where we had to adjust for unexpected circumstances . We believe these circumstances caused us to reassess the bigger picture, but in no way detracted from our goals of securing rightful compensation from those who have used our protected innovations without authorization. We are fortunate to have deeply experienced professionals in the areas of patent prosecution, enforcement, licensing, and funding who continually assess our prospects and remain committed partners working with us to achieve our goals. The value inherent in the continued and rapidly expanding use of our technologies across a wide range of applications and products will empower a broad-scale program that we believe will ultimately lead to successful business relationships built upon licensing and product development ventures .”

Fourth Quarter and Full-Year 2014 Financial Results

- Net loss in the fourth quarter of 2014 was \$ 5.5 million, or \$0.06 per common share, as compared with a net loss of \$ 7.9 million, or \$0.08 per common share, for the fourth quarter of 2013 .
- Net loss for the year ended December 31, 2014 was \$ 23.6 million, or \$0.24 per common share, as compared with a net loss of \$ 27.9 million, or \$0.31 per common share, for the year ended December 31, 2013 .
- The decrease in net loss on both a quarter to quarter and year to year basis is the result of decreased litigation fees and expenses and decreased share-based compensation expense.
- Cash used for operations in 2014 was approximately \$ 18.5 million as compared with \$ 18.9 million in 2013 .
- During 2014, the Company generated \$ 11.9 million in cash from the sale of equity securities, as well as approximately \$ 1.7 million in cash from the exercise of warrants and options.
- Cash and available for sale securities as of December 31, 2014 was \$11.2 million.

Conference Call

The Company will host a conference call and webcast on March 16, 2015 at 4:30 p.m. Eastern to review its fourth quarter and full-year 2014 financial results. The conference call will be accessible by telephone at **1-877-561-2750**, at least five minutes before the scheduled start time. International callers should dial **763-416-8565**. The conference call may also be accessed by means of a live webcast on our website at <http://ir.parkervision.com/events.cfm>. The conference webcast will also be archived and available for replay on our website at www.parkervision.com for a period of 90 days.

About ParkerVision

ParkerVision, Inc. designs, develops and markets its proprietary radio-frequency (RF) technologies that enable advanced wireless solutions for current and next generation communications networks. Protected by a highly-regarded, worldwide patent portfolio, the Company's solutions for wireless transfer of RF waveforms address the needs of a broad range of wirelessly connected devices for high levels of RF performance coupled with best-in-class power consumption. For more information please visit www.parkervision.com . (PRKR-I)

Safe Harbor Statement

This press release contains forward-looking information. Readers are cautioned not to place undue reliance on any such forward-looking statements, each of which speaks only as of the date made. Such statements are subject to certain risks and uncertainties which are disclosed in the Company's SEC reports, including the Form 10K for the year ended December 31 , 201 4 . These risks and uncertainties could cause actual results to differ materially from those currently anticipated or projected.

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(TABLES FOLLOW)

ParkerVision, Inc.
Summary of Results of Operations (unaudited)

(in thousands, except per share amounts)	Three Months Ended		Year Ended	
	December 31,		December 31,	
	2014	2013	2014	2013
Revenue	\$ 0	\$ 0	\$ 0	\$ 0
Cost of sales	0	0	0	0
Gross margin	0	0	0	0
Research and development expenses	2,048	2,953	8,498	10,406
Marketing and selling expenses	694	496	2,867	1,755
General and administrative expenses	2,824	4,432	12,302	15,788
Total operating expenses	5,566	7,881	23,667	27,949
Interest and other income and interest expense	19	22	98	77
Net loss	\$ (5,547)	\$ (7,859)	\$ (23,569)	\$ (27,872)
Basic and diluted net loss per common share	\$ (0.06)	\$ (0.08)	\$ (0.24)	\$ (0.31)
Weighted average shares outstanding	97,139	92,999	96,226	88,968

Balance Sheet Highlights

	December 31, 2014	December 31, 2013
Cash and available for sale securities	\$ 11,204	\$ 17,180
Prepaid and other assets	813	555
Inventories, net	66	-
Property and equipment, net	633	307
Intangible assets, net	8,003	8,552
Total assets	20,719	26,594
Current liabilities	1,965	2,526
Long-term liabilities	138	22
Shareholders' equity	18,616	24,046
Total liabilities and shareholders' equity	\$ 20,719	\$ 26,594
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