

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549
FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended **June 30, 2015**

Or

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

For the transition period from _____ to _____
Commission File Number **001-35348**

Intermolecular, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

20-1616267
(I.R.S. Employer
Identification No.)

3011 N. First Street
San Jose, California
(Address of Principal Executive Offices)

95134
(Zip Code)

(408) 582-5700

(Registrant's Telephone Number, Including Area Code)

N/A

(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

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

Indicate by check mark 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 (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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 Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

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 Exchange Act). Yes No

Shares outstanding of the registrant's common stock:

Class	Outstanding as of August 3, 2015
Common stock, \$0.001 par value	48,763,423

INTERMOLECULAR, INC.
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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

INTERMOLECULAR, INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(In thousands, except share and per share data)
(Unaudited)

	<u>June 30, 2015</u>	<u>December 31, 2014</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 14,376	\$ 21,765
Short-term investments	44,445	43,304
Accounts receivable, net of allowance for doubtful accounts of \$0 as of June 30, 2015 and December 31, 2014	6,056	5,321
Inventory, current portion	—	34
Prepaid expenses and other current assets	1,772	1,784
Total current assets	66,649	72,208
Inventory, net of current portion	5,343	5,894
Property and equipment, net	16,459	19,106
Intangible assets, net	7,474	7,941
Other assets	287	288
Total assets	<u>\$ 96,212</u>	<u>\$ 105,437</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,129	\$ 862
Accrued liabilities	2,285	2,101
Accrued compensation and employee benefits	2,873	1,628
Deferred revenue	1,884	2,709
Related party deferred revenue	416	831
Note payable	2,000	2,000
Total current liabilities	10,587	10,131
Deferred revenue, net of current portion	559	1,103
Deferred rent, net of current portion	3,062	2,810
Note payable, net of current portion	20,000	21,000
Other long-term liabilities	176	128
Total liabilities	34,384	35,172
Commitments and contingencies (note 5)		
Stockholders' equity:		
Preferred stock, \$0.001 par value, 5,000,000 shares authorized, no shares issued and outstanding as of June 30, 2015 and December 31, 2014	—	—
Common stock, par value \$0.001 per share—200,000,000 shares authorized; 48,770,623 and 47,614,150 shares issued and outstanding as of June 30, 2015 and December 31, 2014, respectively	49	48
Additional paid-in capital	206,387	202,139
Accumulated other comprehensive loss	(50)	(37)
Accumulated deficit	(144,558)	(131,885)
Total stockholders' equity	61,828	70,265
Total liabilities and stockholders' equity	<u>\$ 96,212</u>	<u>\$ 105,437</u>

See accompanying notes to unaudited condensed consolidated financial statements

INTERMOLECULAR, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Operations
(In thousands, except share and per share data)
(Unaudited)

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Revenue:				
Collaborative development program and services revenue	\$ 7,176	\$ 6,865	\$ 14,274	\$ 15,751
Product revenue	75	—	75	—
Licensing and royalty revenue	3,743	3,069	6,490	10,088
Total revenue	<u>10,994</u>	<u>9,934</u>	<u>20,839</u>	<u>25,839</u>
Cost of revenue:				
Cost of collaborative development program and services revenue	4,489	5,484	9,900	11,954
Cost of product revenue	55	—	55	—
Cost of licensing and royalty revenue	76	152	152	250
Total cost of revenue	<u>4,620</u>	<u>5,636</u>	<u>10,107</u>	<u>12,204</u>
Gross profit	6,374	4,298	10,732	13,635
Operating expenses:				
Research and development	7,160	6,212	13,660	13,168
Sales and marketing	1,587	1,379	2,896	3,027
General and administrative	3,186	3,097	6,596	6,410
Restructuring charges	—	293	—	1,361
Total operating expenses	<u>11,933</u>	<u>10,981</u>	<u>23,152</u>	<u>23,966</u>
Loss from operations	(5,559)	(6,683)	(12,420)	(10,331)
Other income (expense):				
Interest expense, net	(121)	(179)	(255)	(373)
Other income (expense), net	2	5	7	—
Total other income (expense), net	<u>(119)</u>	<u>(174)</u>	<u>(248)</u>	<u>(373)</u>
Loss before provision for income taxes	(5,678)	(6,857)	(12,668)	(10,704)
Provision for income taxes	2	2	5	6
Net loss	<u>\$ (5,680)</u>	<u>\$ (6,859)</u>	<u>\$ (12,673)</u>	<u>\$ (10,710)</u>
Net loss per share of common stock, basic and diluted	<u>\$ (0.12)</u>	<u>\$ (0.15)</u>	<u>\$ (0.27)</u>	<u>\$ (0.23)</u>
Weighted-average number of shares used in computing net loss per share of common stock, basic and diluted	<u>47,935,399</u>	<u>47,192,882</u>	<u>47,767,508</u>	<u>46,560,205</u>

Related Party Transactions

The Condensed Consolidated Statements of Operations include the following related party transactions:

	<u>Three Months Ended</u>		<u>Six Months Ended</u>	
	<u>June 30,</u>		<u>June 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Revenue:				
Collaborative development program and services revenue	\$ 3	\$ 171	\$ 6	\$ 1,108
Licensing and royalty revenue	910	1,059	1,427	1,500
Total revenue	<u>\$ 913</u>	<u>\$ 1,230</u>	<u>\$ 1,433</u>	<u>\$ 2,608</u>

See accompanying notes to unaudited condensed consolidated financial statements

Condensed Consolidated Statements of Comprehensive Loss
(In thousands)
(Unaudited)

	Three Months Ended		Six Months Ended June 30,	
	June 30,			
	2015	2014	2015	2014
Net loss	\$ (5,680)	\$ (6,859)	\$ (12,673)	\$ (10,710)
Unrealized losses on available-for-sale-securities	(43)	(18)	(13)	(18)
Other comprehensive loss	(43)	(18)	(13)	(18)
Comprehensive loss, net of income tax	<u>\$ (5,723)</u>	<u>\$ (6,877)</u>	<u>\$ (12,686)</u>	<u>\$ (10,728)</u>

See accompanying notes to unaudited condensed consolidated financial statements

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INTERMOLECULAR, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	<u>Six Months Ended June 30,</u>	
	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Net loss	\$ (12,673)	\$ (10,710)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation, amortization, and accretion	5,240	5,164
Stock-based compensation	3,643	2,793
Changes in operating assets and liabilities:		
Prepaid expenses and other assets	(311)	845
Inventory	585	(497)
Accounts receivable	(735)	2,398
Accounts payable	144	(492)
Accrued and other liabilities	1,925	(525)
Deferred revenue	(1,369)	1,125
Related party deferred revenue	(415)	558
Net cash (used in) provided by operating activities	<u>(3,966)</u>	<u>659</u>
Cash flows from investing activities:		
Purchase of short-term investments	(31,047)	(28,214)
Redemption of short-term investments	29,753	—
Purchase of property and equipment	(1,299)	(1,958)
Purchased and capitalized intangible assets	(435)	(948)
Net cash used in investing activities	<u>(3,028)</u>	<u>(31,120)</u>
Cash flows from financing activities:		
Payment of debt	(1,000)	(1,000)
Proceeds from exercise of common stock options	605	1,163
Net cash (used in) provided by financing activities	<u>(395)</u>	<u>163</u>
Net decrease in cash and cash equivalents	(7,389)	(30,298)
Cash and cash equivalents at beginning of period	21,765	72,083
Cash and cash equivalents at end of period	<u>\$ 14,376</u>	<u>\$ 41,785</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 374</u>	<u>\$ 272</u>
Cash paid for income taxes, net of refunds received	<u>\$ 1</u>	<u>\$ 23</u>
Noncash investing/operating activities:		
Transfer of property and equipment to inventory	<u>\$ —</u>	<u>\$ 324</u>

See accompanying notes to unaudited condensed consolidated financial statements

INTERMOLECULAR, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying condensed consolidated financial statements of Intermolecular, Inc. and subsidiaries (the Company) have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) for interim financial information, the instructions to Form 10-Q and Article 10 of Regulation S-X of the Securities and Exchange Commission (SEC). Accordingly, certain information and disclosures normally included in complete financial statements prepared in accordance with GAAP have been condensed or omitted. The information in this report should be read in conjunction with the Company's audited consolidated financial statements and notes thereto included in its Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as filed with the SEC on February 27, 2015.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments (consisting only of normal recurring adjustments) necessary to present fairly the Company's financial position, results of operations and cash flows for the interim periods presented. The operating results for the three and six months ended June 30, 2015 are not necessarily indicative of the results that may be expected for any other future interim period or full year. The condensed consolidated balance sheet as of December 31, 2014 is derived from the audited consolidated financial statements as of the year then ended.

Use of Estimates

The preparation of the accompanying condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities, and reported amounts of revenue and expenses. Management uses estimates and judgments in determining recognition of revenues, valuations of accounts receivable, inventories, intangible assets, warrants and assumptions used in the calculation of income taxes and stock-based compensation, among others. These estimates and assumptions are based on management's best estimates and judgment. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, and adjusts such estimates and assumptions when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash, cash equivalents, short-term investments and accounts receivable. The Company's cash, cash equivalents and short-term investments consist of demand deposits, money market accounts, certificates of deposit, corporate bonds and commercial paper maintained with high quality financial institutions. The Company's accounts receivable consist of non-interest bearing balances due from credit-worthy customers.

Cash, Cash Equivalents and Short-Term Investments

The Company holds its cash and cash equivalents in checking, money market and investment accounts with high credit quality financial institutions. The Company considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

Short-term investments consist principally of corporate debt securities and commercial paper. If applicable, the Company considers marketable securities with remaining time to maturity greater than one year and that are expected to be held to maturity to be classified as long-term, as it expects to hold them to maturity. As of June 30, 2015, the Company did not have any such securities. The Company considers all other marketable securities to be short-term marketable securities. The short-term marketable securities are classified as current assets because they can be readily converted into securities with a shorter remaining time to maturity or into cash. The Company determines the appropriate classification of its marketable securities at the time of purchase and re-evaluates such designations as of each balance sheet date. All marketable securities and cash equivalents in the portfolio are classified as available-for-sale and are stated at fair value, with all the associated unrealized gains and losses reported as a component of accumulated other comprehensive income (loss). Fair value is based on quoted market rates or direct and indirect observable markets for these investments. The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization and accretion are included in interest income. The cost of securities sold and any gains and losses on sales are based on the specific identification method.

The Company reviews its investment portfolio periodically to assess for other-than-temporary impairment in order to determine the classification of the impairment as temporary or other-than-temporary, which involves considerable judgment regarding factors such as the length of the time and the extent to which the market value has been lower than the amortized cost, the nature of underlying assets, and the financial condition, credit rating, market liquidity conditions and near-term prospects of the issuer. If the fair value of a debt security is less than its amortized cost basis at the balance sheet date, an assessment would have to be made as to whether the impairment is other-than-temporary. If the Company considers it more likely than not that it will sell the security before it will recover its amortized cost basis, an other-than-temporary impairment will be considered to have occurred. An other-than-temporary impairment will also be considered to have occurred if the Company does not expect to recover the entire amortized cost basis of the security, even if it does not intend to sell the security. The Company has recognized no other-than-temporary impairments for its marketable securities.

Inventory

Inventories are stated at the lower of cost or market value, with cost determined on an average cost basis. Current inventories consist of work-in-process for products that are expected to be sold in the next twelve months. Noncurrent inventories consist of raw materials in the amount of \$5.3 million and \$5.9 million as of June 30, 2015 and December 31, 2014, respectively. Inventories in excess of salable amounts and spare parts inventories that are considered obsolete are recorded as a cost of revenue in the period in which they occur. The Company did not have any material impairments during the six months ended June 30, 2015 and recorded inventory impairments of \$0.3 million during the six months ended June 30, 2014.

Impairment of Long-Lived Assets

The Company evaluates its long-lived assets, which consist of property and equipment and intangible assets, for indicators of possible impairment when events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Impairment exists if the carrying amounts of such assets exceed the estimates of future net undiscounted cash flows expected to be generated by such assets. Should impairment exist, the impairment loss would be measured based on the excess carrying value of the asset over the estimated fair value of the asset. The Company had no impairment of long-lived assets during the six months ended June 30, 2015 and 2014.

Revenue Recognition

The Company derives its revenue from three principal sources: collaborative development programs and other services; product sales; and technology licensing and royalty fees. Revenue is recognized when all of the following criteria are met:

- Persuasive evidence of an arrangement exists;
- Delivery has occurred or services have been rendered;
- The fee is fixed or determinable; and
- Collectability of the fee is probable.

Persuasive evidence of the arrangement represents a written contract signed by both the Company and the customer, or a customer purchase order. The Company assesses whether a price is fixed or determinable by, among other things, reviewing contractual terms and conditions related to payment terms. The Company assesses collectability based on factors such as the customer's creditworthiness and past collection history, if applicable. If collection is not probable, revenue recognition is deferred until receipt of payment.

Collaborative development programs and other services - The Company enters into collaborative development programs (CDPs) and other research and development service agreements with customers under which the Company conducts research and development activities jointly with the customer. The agreements specify minimum levels of research effort required to be performed by the Company. Payments received under the agreements are not refundable if the research effort is not successful. The Company retains rights to certain elements of technology developed in the course of its performance, which the customer has an option to license in the future under the terms defined in the agreement. Most arrangements with customers have fixed monthly fees and requirements to provide regular reporting of research and development activities performed, and revenue is recognized in a manner consistent with the fixed monthly fee. Payments received prior to performance are deferred and recognized as revenue when earned over future performance periods.

Product maintenance and support services - Included in CDP and other services revenue, these services entitle customers to receive product updates and enhancements or technical support and maintenance, depending on the offering. The related revenue is recognized ratably over the period the services are delivered.

Product revenue - The Company recognizes revenue from the sale of products once delivery has occurred (title and risk of loss have passed to the customer), and customer acceptance, if required, has been achieved.

Licensing and royalty revenue - The Company recognizes revenue for licenses to intellectual property when earned pursuant to the terms of the agreements. Time-based license revenue is recognized ratably over the license term. Licensing and royalty revenue that becomes triggered by specific customer actions, such as exercise of a license option or by sales volume, is recognized when it occurs based on royalty reports or other information received from the licensee. Minimum and prepaid royalties and license fees are recognized ratably over the related periods. Revenue on the sale of intellectual property is recognized in full when title transfers if there are no remaining deliverables related to the intellectual property purchase.

Software - The Company includes software with product sales that is considered essential to the product's functionality. The Company also sells software with advanced features that can be used independent of products sold or in conjunction with products sold, which is considered non-essential to the product's functionality. Software related revenue is included in licensing and royalty revenue and is recognized ratably over the license period once delivered.

Multiple-element arrangements - Certain of the Company's customer arrangements involve the delivery or performance of multiple products, services or licenses. Product sale arrangements include product maintenance and support. Collaborative development programs and other research and development services include licenses of technology and may also include sales of products. For multiple-element arrangements that include hardware products containing software essential to the hardware product's functionality, undelivered software elements that relate to the hardware product's essential software, and undelivered non-software services, the Company allocates revenue to all deliverables based on their relative selling prices.

The Company evaluates whether a delivered element has value to the customer without the remaining undelivered elements by determining whether the delivered element could be sold by the Company, or resold by the customer, on a stand-alone basis. The Company concluded that all of its products and services deliverables have value to the customers on a stand-alone basis, as all these deliverables have been or could be sold and used by customers on a stand-alone basis. Intellectual property license arrangements have value on a stand-alone basis if the customer could purchase and use them without the remaining elements of the arrangement. Essential and non-essential software deliverables used in conjunction with products are evaluated as to whether industry specific software accounting guidance applies to the product as well as the related software. In instances where software is considered non-essential to the functionality of the product, only the software portion and post contract support is evaluated under industry specific software accounting guidance. For purposes of classification in the consolidated statements of operations, revenue is allocated between collaborative development programs and services revenue, product revenue and licensing and royalty revenue based on objective and reliable evidence of fair value for any elements for which it exists or based on the relative stated invoice amount for elements for which objective and reliable evidence of fair value does not exist.

The Company recognizes revenue using estimated selling prices of the delivered goods and services based on a hierarchy of methods as required by GAAP. The Company has not established vendor-specific objective evidence for the determination of estimated selling price of elements, and since third-party evidence is not available for those elements where vendor-specific objective evidence of selling price cannot be determined, the Company evaluates factors to determine its estimated selling prices for all other elements. In multiple-element arrangements where hardware and software are sold as part of the solution, revenue is allocated to the hardware and software as a group using the relative selling prices of each of the deliverables in the arrangement based upon the aforementioned selling price hierarchy.

Deferred Revenue - Deferred revenue represents amounts collected from customers for which the related revenue has not been recognized, because one or more of the revenue recognition criteria have not been met, net of the associated costs. The current portion of deferred revenue represents the amount that is expected to be recognized as revenue within one year from the balance sheet date. When deferred revenues are recognized as revenues, the associated deferred costs are also recognized as cost of revenues.

Accounts Receivable and Allowance for Doubtful Accounts

Trade accounts receivable are recorded at invoiced amounts and unbilled contractually obligated amounts. Trade accounts receivable are presented net of allowances for doubtful accounts, if applicable, and do not bear interest. The allowance for doubtful accounts is based on the Company's assessment of the collectability of its customer accounts. The Company reviews the allowance by considering certain factors such as historical experience, industry data, credit quality, age of balances and current economic conditions that may affect customers' ability to pay.

Concentration of Revenue and Accounts Receivable

Significant customers are those that represent more than 10% of the Company’s total revenue or accounts receivable. For each significant customer, including related parties, revenue as a percentage of total revenue and accounts receivable as a percentage of total accounts receivable are as follows:

	Revenue				Accounts Receivable	
	Three Months Ended		Six Months Ended		As of	As of
	June 30,		June 30,		June 30,	December 31,
	2015	2014	2015	2014	2015	2014
Customer A	41 %	42 %	41 %	32 %	54 %	54 %
Customer B	11 %	20 %	12 %	14 %	*	14 %
Customer D	-	10 %	*	*	-	11 %
Customer E	-	- %	-	20 %	-	-
Customer G	23 %	-	18 %	-	27 %	-

* less than 10%

Stock-Based Compensation

The Company applies the fair value recognition and measurement provisions of ASC 718 Compensation — Stock Compensation. Stock-based compensation is recorded at fair value as of the grant date, determined using the Black-Scholes option-pricing model, and recognized as an expense over the employee’s requisite service period (generally the vesting period), which the Company has elected to amortize on a straight-line basis.

The Company accounts for stock options issued to nonemployees based on the fair value of the options determined using the Black-Scholes option-pricing model. The fair value of stock options granted to nonemployees is remeasured each reporting period as the stock options vest and the resulting change in value, if any, is recognized in the Company’s consolidated statements of operations during the period the related services are rendered.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2014-09 (ASU 2014-09) "Revenue from Contracts with Customers." ASU 2014-09 supersedes the revenue recognition requirements in "Revenue Recognition (Topic 605)", and requires entities to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. As currently issued, the standard is effective beginning in the first quarter of fiscal year 2018. The Company is currently in the process of evaluating the impact of the adoption of ASU 2014-09 on the consolidated financial statements.

In July 2015, the FASB issued Accounting Standards Update No. 2015-11 (ASU 2015-11) "Simplifying the Measurement of Inventory." ASU 2015-11 changes the measurement principle for inventory from the lower of cost or market to the lower of cost and net realizable value and will be effective for annual reporting periods beginning after December 15, 2016. Early adoption is permitted and the Company is currently in the process of evaluating the impact of the adoption of ASU 2015-11 on the consolidated financial statements.

2. Fair Value of Financial Instruments

The Company measures and reports its cash equivalents and short-term investments at fair value on a recurring basis. There have been no transfers between fair values during the six months ended June 30, 2015 and 2014. The Company does not have any financial liabilities that are measured and reported at fair value.

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The following tables set forth the fair value of the Company's cash equivalents by level within the fair value hierarchy (in thousands):

	As of June 30, 2015			
	Fair Value	Level I	Level II	Level III
Assets:				
Money market funds	\$ 11,362	\$ 11,362	\$ —	\$ —
Corporate debt securities and commercial paper	44,445	—	44,445	—
Total assets measured at fair value	<u>\$ 55,807</u>	<u>\$ 11,362</u>	<u>\$ 44,445</u>	<u>\$ —</u>

	As of December 31, 2014			
	Fair Value	Level I	Level II	Level III
Assets:				
Money market funds	\$ 16,376	\$ 16,376	\$ —	\$ —
Corporate debt securities and commercial paper	43,304	—	43,304	—
Total assets measured at fair value	<u>\$ 59,680</u>	<u>\$ 16,376</u>	<u>\$ 43,304</u>	<u>\$ —</u>

Short-term investments are classified as "available-for-sale" and are carried at fair value based on quoted markets or other readily available market information. The Company's investment policy requires investments less than twenty four months and a minimum credit rating of A-. Unrealized gains and losses, net of taxes, are included in accumulated other comprehensive loss. Gains and losses are determined using the specific identification method. Cash, cash equivalents, and short-term investments consisted of the following as of June 30, 2015 (in thousands):

	As of June 30, 2015			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Assets:				
Cash	\$ 3,015	\$ —	\$ —	\$ 3,015
Money market funds	11,362	—	—	11,362
Corporate debt securities and commercial paper	44,495	—	(50)	44,445
Total cash, cash equivalents and short-term investments	<u>\$ 58,872</u>	<u>\$ —</u>	<u>\$ (50)</u>	<u>\$ 58,822</u>

As of December 31, 2014 the Company had \$37,000 of unrealized losses.

3. Property and Equipment

Property and equipment consist of the following (in thousands):

	As of June 30, 2015	As of December 31, 2014
Lab equipment and machinery	\$ 54,877	\$ 53,412
Leasehold improvements	6,116	5,892
Computer equipment and software	3,943	3,774
Furniture and fixtures	199	197
Construction in progress	212	847
Total property and equipment	65,347	64,122
Less accumulated depreciation	(48,888)	(45,016)
Property and equipment, net	<u>\$ 16,459</u>	<u>\$ 19,106</u>

During 2013, the Company entered into a loan and security agreement (Loan Agreement) with Silicon Valley Bank (SVB) pursuant to which SVB made a term loan to the Company in the principal amount of \$25.0 million. Under the Loan Agreement, and as of both June 30, 2015 and December 31, 2014, SVB held a security interest in substantially all of the Company's assets, excluding all intellectual property.

The following table presents depreciation expense included in the Condensed Consolidated Statement of Operations and includes amortization of leasehold improvements (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Depreciation expense	\$ 1,946	\$ 2,550	\$ 3,990	\$ 4,834

4. Intangible Assets

Intangible assets consist of the following (in thousands):

	As of June 30, 2015	As of December 31, 2014
Patents issued	\$ 7,205	\$ 6,518
Patents pending	2,582	3,373
Trademarks	40	40
Total intangible assets	9,827	9,931
Less patent amortization	(2,353)	(1,990)
Intangible assets, net	<u>\$ 7,474</u>	<u>\$ 7,941</u>

Amortization commences upon patent issuance. The useful life of the patents, once issued, will not exceed 20 years, and will depend on the nature of the patent. The average estimated amortization period of the Company's current portfolio is approximately 17 years from the date of patent issuance. The average estimated remaining amortization period of patents acquired as part of an asset purchase from Symyx Technologies, Inc. (Symyx) in 2011 is approximately 3 years.

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The following table presents patent amortization expense included in the Condensed Consolidated Statement of Operations (in thousands):

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Amortization expense	\$ 178	\$ 164	\$ 363	\$ 330

5. Commitments and Contingencies

Leases

The Company entered into an operating lease agreement in October 2013 that expires in June 2025. Rent expense is being recognized on a straight-line basis over the lease term.

The following table presents rent expense included in the Condensed Consolidated Statement of Operations (in thousands):

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Rent expense	\$ 567	\$ 567	\$ 1,134	\$ 1,134

Future commitments and obligations under this operating lease to be satisfied as they become due over the term are as follows (in thousands):

As of June 30, 2015:

Six months ending December 31, 2015	\$ 786
The years ending December 31,	
2016	2,350
2017	2,400
2018	2,459
2019	2,521
Thereafter	15,036
Total	<u>\$ 25,552</u>

During 2015, the Company has made payments of \$0.9 million related to this operating lease.

Silicon Valley Bank Loan Agreement

During 2013, the Company entered into the Loan Agreement with SVB in the amount of \$25.0 million that bears interest at a fixed rate equal to 3.25%. The Company is obligated to pay interest at the applicable rate and \$0.5 million of principal on a quarterly basis. The Loan Agreement has a financial covenant that requires the Company to maintain a certain level of liquidity, and, as of June 30, 2015, the Company was compliant with the terms of that loan covenant. The term loan matures on November 30, 2016 and the Company is obligated to pay all outstanding principal and accrued and unpaid interest on that date.

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The following table presents payments made during 2015 for interest and principal owed under the terms of the Loan Agreement (in thousands):

	Three Months Ended June 30, 2015			Six Months Ended June 30, 2015		
	Principal	Interest	Total	Principal	Interest	Total
SVB payments	\$ 500	\$ 183	\$ 683	\$ 1,000	\$ 374	\$ 1,374

6. Stockholders' Equity

Stock-Based Compensation

The fair value of the employee stock options granted during the period was estimated on the respective grant date using a Black-Scholes option-pricing model with the following weighted-average assumptions:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Expected term (in years)	6.0	5.7	5.8	5.8
Risk-free interest rate	1.5 %	1.9 %	1.5 %	1.9 %
Expected volatility	51 %	56 %	50 %	57 %
Expected dividend rate	— %	— %	— %	— %

Stock-based compensation expense, net of estimated forfeitures, was included in the following line items on the Condensed Consolidated Statements of Operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Cost of revenue	\$ 312	\$ 243	\$ 784	\$ 548
Research and development	511	257	1,018	580
Sales and marketing	312	315	523	660
General and administrative	612	490	1,318	1,005
Total stock-based compensation	\$ 1,747	\$ 1,305	\$ 3,643	\$ 2,793

The following table presents stock-based compensation expense, net of estimated forfeitures, by grant type (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Stock options	\$ 1,124	\$ 818	\$ 2,461	\$ 1,798
Restricted stock awards and restricted stock units (RSUs)	623	487	1,182	995
Total stock-based compensation	\$ 1,747	\$ 1,305	\$ 3,643	\$ 2,793

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The following table presents unrecognized compensation expense, net of estimated forfeitures, related to the Company's equity compensation plans as of June 30, 2015, which is expected to be recognized over the following weighted-average periods (in thousands, except for weighted-average period):

	Unrecognized Compensation Expense	Weighted- Average Period (in years)
Stock options	\$ 6,990	2.9
RSUs	\$ 1,464	2.4

The following table presents details on grants made by the Company for the following periods:

	Six Months Ended June 30, 2015		Six Months Ended June 30, 2014	
	Shares Granted	Weighted- Average Grant Date Fair Value	Shares Granted	Weighted- Average Grant Date Fair Value
Stock options	2,686,763	\$ 0.82	1,888,100	\$ 1.48
RSUs	40,000	\$ 1.66	1,410,450	\$ 2.78

The total intrinsic value of stock options exercised during the six months ended June 30, 2015 and 2014 was \$0.7 million and \$0.7 million, respectively.

RSUs that vested during the six months ended June 30, 2015 and 2014 had fair values of \$2.8 million and \$1.5 million, respectively, as of the vesting date.

Common Stock Warrants

As of June 30, 2015 and December 31, 2014, the Company had 90,000 outstanding warrants to purchase shares of common stock. All of these warrants were exercisable as of June 30, 2015 and December 31, 2014, respectively.

Common Stock

As of June 30, 2015 and December 31, 2014, the Company had reserved shares of common stock for issuance as follows:

	As of June 30, 2015	As of December 31, 2014
Number of stock options outstanding	10,928,886	10,441,562
Number of RSUs outstanding	539,410	1,583,801
Shares available for future grant	3,586,279	1,770,411
Number of warrants outstanding	90,000	90,000
Total shares reserved	<u>15,144,575</u>	<u>13,885,774</u>

7. Net Loss per Share of Common Stock

The following table sets forth the computation of the Company's basic and diluted net loss per share of common stock during the three and six months ended June 30, 2015 and 2014 (in thousands, except for share and per share amounts):

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	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Net loss attributable to common stockholders	\$ (5,680)	\$ (6,859)	\$ (12,673)	\$ (10,710)
Shares used in computing net loss per share of common stock, basic and diluted	47,935,399	47,192,882	47,767,508	46,560,205
Net loss per share of common stock, basic and diluted	\$ (0.12)	\$ (0.15)	\$ (0.27)	\$ (0.23)

The following outstanding shares of common stock equivalents were excluded from the computation of diluted net loss per share of common stock for the periods presented because including them would have been antidilutive:

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Stock options to purchase common stock	10,928,886	6,901,291	10,928,886	6,901,291
RSUs	539,410	1,909,980	539,410	1,909,980
Common stock warrants	90,000	912,368	90,000	912,368

8. Income Taxes

Income tax expense for the six months ended June 30, 2015 was \$5,000, or 0.0%, on a pre-tax loss of \$12.7 million. The difference between the Company's effective tax rate and the federal statutory rate of 35% is primarily attributable to the differential in foreign taxes, non-deductible stock-based compensation expense, other currently non-deductible items and movement in its valuation allowance. The Company maintained a valuation allowance as of June 30, 2015 against all of its deferred tax assets.

The Company intends to maintain a full valuation allowance until sufficient positive evidence exists to support its reduction.

9. Related Party Transactions

In March 2013, the Company amended the CDP agreement that it had entered into in March 2010 with a related party and that it and the related party had amended in March 2012. Under the amended agreement, the two companies agreed to work together to conduct research and development and other activities. The CDP development program between the parties ended during the year ended December 31, 2014, although certain licensing and royalty elements continue. The other party and the Company each have an independent board member that serves on both companies' boards of directors and the independent board member is also a managing member of a significant stockholder of the Company. As of June 30, 2015, this stockholder was a beneficial owner of approximately 8.9% of the Company's common stock. The following table presents related party revenue included in the Condensed Consolidated Statement of Operations from this amended agreement (in thousands):

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Related party revenue	\$ 313	\$ 354	\$ 625	\$ 1,257

In November 2006, the Company entered into an Alliance Agreement with a related party that was a beneficial owner of less than 5% of the Company's common stock as of June 30, 2015. The other party and the Company each have

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an independent board member that serves on both companies' boards of directors. Since November 2006, the agreement has been amended numerous times with the last amendment signed in December 2013.

As of June 30, 2015 and December 31, 2014, the Company did not have an accounts receivable balance, and had a deferred revenue balance in the amount of \$0.4 million and \$0.8 million, respectively, related to the amended agreement. The following table presents related party revenue included in the Condensed Consolidated Statement of Operations from the amended agreement (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Related party revenue	\$ 601	\$ 876	\$ 809	\$ 1,351

10. Information about Geographic Areas

Revenue

Revenue by geography is based on the billing address of the customer. The following table sets forth revenue by geographic area (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
United States	\$ 7,519	\$ 9,054	\$ 14,629	\$ 23,271
Japan	313	354	1,295	1,257
APAC other	2,917	389	4,484	931
Europe and Middle East	245	137	431	380
Total	\$ 10,994	\$ 9,934	\$ 20,839	\$ 25,839

Long-Lived Assets

Substantially all of the Company's long-lived assets are located in the U.S. An insignificant amount of long-lived assets reside in the Company's foreign subsidiaries and branches in Hong Kong, Japan and Taiwan.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Our Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) is provided in addition to the accompanying consolidated condensed financial statements and notes to assist readers in understanding our results of operations, financial condition, and cash flows. Our MD&A is organized as follows:

- *Overview.* Discussion of our business and overall analysis of financial and other highlights affecting the Company in order to provide context for the remainder of MD&A.
- *Strategy.* Our overall strategy.
- *Basis of Presentation.* A summary of the primary elements of our financial results.
- *Critical Accounting Estimates.* Accounting estimates that we believe are most important to understanding the assumptions and judgments incorporated in our reported financial results and forecasts.
- *Results of Operations.* An analysis of our financial results comparing the three and six months ended June 30, 2015 to the three and six months ended June 30, 2014.
- *Liquidity and Capital Resources.* An analysis of changes in our balance sheets and cash flows, and discussion of our financial condition and potential sources of liquidity.

The following discussion and analysis should be read in conjunction with our condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q (Form 10-Q) and in our Annual Report on Form 10-K (2014 Form 10-K), as filed with the Securities and Exchange Commission. This Form 10-Q contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they never materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. The statements contained in this Form 10-Q that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are often identified by the use of words such as, but not limited to, "may," "will," "expect," "believe," "anticipate," "intend," "could," "should," "estimate," or "continue," and similar expressions or variations intended to identify forward-looking statements. These statements are based on the beliefs and assumptions of our management based on information currently available to management. Such forward-looking statements are subject to risks, uncertainties and other important factors that could cause actual results and the timing of certain events to differ materially from future results expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below, and those discussed in the section titled "Risk Factors" in Part II, Item 1A of this Form 10-Q and in our 2014 Form 10-K. Furthermore, such forward-looking statements speak only as of the date of this Form 10-Q. Except as required by law, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements.

Overview

We provide thin film solutions to advanced technological problems facing multiple industries, including, for example, the semiconductor and clean energy industries. These industries manufacture products by depositing thin films of advanced materials using customized processes to create structures that must meet increasingly rigorous optical, mechanical or electrical specifications. Developing advanced thin film structures capable of addressing the specifications of particular applications increasingly requires the evaluation of a wider range of materials, as well as the development of a broader range of processes. Due to our flexibility, speed and materials focus, we are able to assist our customers by more quickly evaluating candidate materials and combining them into thin film solutions that meet their specific needs.

We were founded in 2004 and are headquartered in San Jose, California. Our total revenue increased to \$11.0 million for the three months ended June 30, 2015 and decreased to \$20.8 million for the six months ended June 30, 2015 from \$9.9 million and \$25.8 million for the three and six months ended June 30, 2014. Our net loss decreased to \$5.7 million for the three months ended June 30, 2015 and increased to \$12.7 million for the six months ended June 30, 2015, from a net loss of \$6.9 million and \$10.7 million for the three and six months ended June 30, 2014. Since inception, we have incurred net losses leading to an accumulated deficit of \$144.6 million as of June 30, 2015.

Strategy

Our mission is to drive our customers' success by transforming research and development (R&D) and accelerating innovation in markets that derive competitive advantage from the interaction of materials science, processes, integration and device architecture. We currently target high-volume semiconductor and high-growth emerging clean energy markets, including DRAM, stand-alone non-volatile memory, embedded memory, complex logic, flat glass coatings and glass-based devices, light-emitting diodes (LEDs), displays and other applications and markets that rely on thin films for differentiation. Within these broad markets, we target customers that have track records of technological innovation, deploy significant resources and are pursuing technical advancements that are critical to their success and strategy, including ATMI, Inc. (ATMI; a wholly owned subsidiary of Entegris, Inc.), Elpida Memory, Inc. (Elpida; a wholly owned subsidiary of Micron Technology, Inc.), First Solar, Inc. (First Solar), Guardian Industries, Corp. (Guardian), Micron Technology, Inc. (Micron), SanDisk Corporation (SanDisk), Toshiba Corporation (Toshiba) and Ulyanovsk Center for Technology Transfer of the Russian Federation (UCTT). ATMI and Elpida have commenced shipping products incorporating technology developed through our CDPs and pay us licensing and royalty fees. To date, we have received the majority of our revenue from customers in DRAM, stand-alone non-volatile memory, complex logic, solar cells, and energy-efficiency applications in flat glass coatings and glass-based devices, and we have not yet received a material amount of revenue from customers in embedded memory, LEDs, displays and other energy-efficiency technologies.

Basis of Presentation

How We Generate Revenue

Our customer engagement process generates revenue in three ways: CDP and services revenue; product revenue; and licensing and royalty revenue. CDPs are our primary engagement model with customers and are structured to result in licensing and/or royalty revenue. When we initially engage with a customer, we generate revenue from micro-CDPs, CDPs and licensing of our high productivity combinatorial (HPC) platform. Our micro-CDPs are smaller, customer-paid programs that require significantly less investment from our customers but allow us to demonstrate the capabilities of our HPC platform to a customer without requiring them to commit to a multi-year agreement. We use these micro-CDPs to demonstrate the capabilities and value of our HPC platform to these new customers, with the objective of engaging with these customers in a full CDP. When technology developed through CDPs is incorporated in our customers' commercialized products, we generate licensing and/or royalty revenue. In certain cases, we sell HPC processing tools to our customers, who pay us a recurring license fee for the right to operate those tools using our combinatorial processing methodology.

- *CDP and services revenue.* CDP revenue may include payments for full time equivalent employees, milestone payments, subscription payments for dedicated and shared workflow tools used in the CDP and reimbursed payments for consumables and outside services from third parties. Individual CDPs typically range from one to three years. Services revenue outside of CDPs is substantially comprised of support and maintenance fees and extended warranty agreements. CDP and services revenue is recognized in a manner consistent with activities performed. As we engage new customers and negotiate extensions for existing customer

agreements that are nearing completion, we expect CDP and services revenue to continue to fluctuate.

- *Product revenue.* Product revenue consists of sales of our workflow hardware and embedded software. In support of our business strategy, we selectively sell our proprietary tools to increase opportunities for CDPs and licensing fees and royalties. As our other revenue streams increase we expect our product revenue to decrease as a percentage of our overall revenue. Product revenue is recognized upon shipment (when title and risk of loss have passed to the customer), and customer acceptance, if required, is achieved.
- *Licensing and royalty revenue.* Licensing and royalty revenue consists of licensing fees and royalties for granting our customers rights to our proprietary technology and intellectual property (IP). Specifically, this includes licensing the HPC capabilities of our workflows, licensing our informatics and analysis software, and licensing fees and royalties on products commercialized by our customers that incorporate technology developed through our CDPs. In certain instances, minimum license fees and royalties may be guaranteed by customer contracts and are recognized as revenue ratably over the related periods. We anticipate our licensing and royalty revenue to continue to fluctuate based on the timing and amount of minimum license fees guaranteed by certain customer contracts and the timing of customer reported volume-based royalties.

Cost of Revenue

Our cost of revenue is variable and depends on the product mix and type of revenue earned in each period relating to our customer programs.

- *Cost of CDP and services revenue.* Our cost of CDP and services revenue is primarily comprised of salaries and other personnel-related expenses (including stock-based compensation) for our collaborative research and development scientists, engineers and development fab process operations employees. Additionally, our cost of revenue includes costs of wafers, targets, materials, program-related supplies, third-party professional fees and depreciation of equipment used in CDPs. Inventory obsolescence and customer related asset impairments are included in cost of CDP and services revenue.
- *Cost of product revenue.* Our cost of product revenue primarily includes our cost of products sold and will fluctuate based on the type of product and configuration sold. Cost of product revenue is recognized upon product shipment (when title and risk of loss transfer) and customer acceptance, if required. The variability in cost of product revenue as a percentage of revenue is related to the quantity and configuration of products sold during the period.
- *Cost of licensing and royalty revenue.* Our cost of licensing and royalty revenue has been, and we expect will continue to be, primarily comprised of the amortization of acquired patents, which were acquired as part of our completion of the Symyx asset purchase transaction in November 2011, and licensing obligations.

Research and Development

Our R&D expenses consist of costs incurred for development and continuous improvement of our HPC platform, expansion of software capabilities and application research and development that are not associated with customer programs. R&D costs include personnel-related expenses (including stock-based compensation expenses) for

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our technical staff as well as consultant costs, parts and prototypes, wafers, chemicals, supply costs, facilities costs, utilities costs related to laboratories and offices occupied by technical staff, depreciation on equipment used by technical staff, and outside services, such as machining and third-party R&D costs. R&D overhead costs that are not allocated to a customer program are recognized as expenses within R&D. We expect our R&D expense to increase modestly in absolute dollars in the near-term periods as resources are reallocated from customer CDPs to R&D and as we continue to develop and improve our HPC platform and extend the applicability of our platform to a broader set of applications within the industries we serve.

Sales and Marketing

Our sales and marketing expenses consist primarily of personnel-related costs (including stock-based compensation) for our sales and marketing employees, as well as payments of commissions to our sales employees, facility costs and professional expenses. Professional expenses consist of external website and marketing communication consulting costs and market research. We expect sales and marketing expense to increase in the near-term periods as we develop new business opportunities.

General and Administrative

General and administrative expenses consist primarily of personnel-related costs (including stock-based compensation) as well as professional services and facilities costs related to our executive, finance, legal, human resources, management information systems and information technology functions. Professional services consist of outside accounting, information technology, consulting and legal costs. We also incur significant accounting and legal costs related to compliance with rules and regulations enacted by the Securities and Exchange Commission, including the costs maintaining compliance with Section 404 of the Sarbanes-Oxley Act, as well as insurance, investor relations and other costs associated with being a public company. We expect that general and administrative expense will increase modestly in absolute dollars in the near-term periods.

Restructuring Expenses

In 2014, after experiencing a reduced level of CDP activity, we initiated reductions in force in February 2014 and May 2014 with respect to approximately 18% and 10% of our workforce at such times, respectively. These reductions in force were part of an overall plan to reduce our cost structure and were completed during 2014. Restructuring expenses consisted of personnel-related costs.

Interest Expense, net

Interest expense consists primarily of interest accrued on our three year note payable with Silicon Valley Bank. Interest income represents interest earned on our cash, cash equivalents and short-term investments. We expect interest income will vary each reporting period depending on our average investment balances during the period and market interest rates.

Critical Accounting Estimates

Our condensed consolidated financial statements have been prepared in conformity with generally accepted accounting principles in the United States and include our accounts and the accounts of our wholly-owned subsidiaries. The preparation of our condensed consolidated financial statements requires our management to make estimates, assumptions and judgments that affect the reported amounts of assets and liabilities and disclosures for contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenue and expenses during the applicable periods. Management bases its estimates, assumptions and judgments on historical experience and on various other factors that management believed were reasonable under the circumstances. Different assumptions and judgments would change the estimates used in the preparation of our consolidated financial statements which, in turn, could change

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the results from those reported. Our management evaluates its estimates, assumptions and judgments on an ongoing basis.

There have been no material changes in the matters for which we make critical accounting estimates in the preparation of our condensed consolidated financial statements during the three and six months ended June 30, 2015 as compared to those disclosed in our 2014 Form 10-K. For further information on our critical and other significant accounting policies, see our 2014 Form 10-K.

Recent Accounting Pronouncements

See Note 1 of the Notes to Condensed Consolidated Financial Statements included in this Form 10-Q for recent accounting pronouncements that could have an effect on us.

Results of Operations

Comparison of the Three and Six Months Ended June 30, 2015 and 2014

	Three Months Ended June 30,				Six Months Ended June 30,			
	2015	2014	\$ Change	% Change	2015	2014	\$ Change	% Change
	(in thousands)				(in thousands)			
Revenue:								
Collaborative development program and services revenue	\$ 7,176	\$ 6,865	\$ 311	5 %	\$ 14,274	\$ 15,751	\$ (1,477)	(9)%
Product revenue	75	—	75	100 %	75	—	75	100 %
Licensing and royalty revenue	3,743	3,069	674	22 %	6,490	10,088	(3,598)	(36)%
Total revenue	10,994	9,934	1,060	11 %	20,839	25,839	(5,000)	(19)%
Cost of revenue:	4,620	5,636	(1,016)	(18)%	10,107	12,204	(2,097)	(17)%
Gross profit	6,374	4,298	2,076	48 %	10,732	13,635	(2,903)	(21)%
Operating expenses:								
Research and development	7,160	6,212	948	15 %	13,660	13,168	492	4 %
Sales and marketing	1,587	1,379	208	15 %	2,896	3,027	(131)	(4)%
General and administrative	3,186	3,097	89	3 %	6,596	6,410	186	3 %
Restructuring charges	—	293	(293)	(100)%	—	1,361	(1,361)	(100)%
Total operating expenses	11,933	10,981	952	9 %	23,152	23,966	(814)	(3)%
Loss from operations	(5,559)	(6,683)	1,124		(12,420)	(10,331)	(2,089)	
Other income (expense):								
Interest expense, net	(121)	(179)	58		(255)	(373)	118	
Other income (expense), net	2	5	(3)		7	—	7	
Total other income (expense), net	(119)	(174)	55		(248)	(373)	125	
Loss before provision for income taxes	(5,678)	(6,857)	1,179		(12,668)	(10,704)	(1,964)	
Provision for income taxes	2	2	—		5	6	(1)	
Net loss	\$ (5,680)	\$ (6,859)	\$ 1,179		\$ (12,673)	\$ (10,710)	\$ (1,963)	

Revenue

Our revenue increased by \$1.1 million, or 11%, to \$11.0 million during the three months ended June 30, 2015, from \$9.9 million during the three months ended June 30, 2014, due to increases in CDP and services revenue, product revenue and licensing and royalty revenue.

Our revenue decreased by \$5.0 million, or 19%, to \$20.8 million during the six months ended June 30, 2015, from \$25.8 million during the six months ended June 30, 2014, due to decreases in CDP and services revenue and licensing and royalty revenue.

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CDP and services revenue increased by \$0.3 million, or 5%, to \$7.2 million during the three months ended June 30, 2015, from \$6.9 million during the three months ended June 30, 2014. This increase was primarily attributable to a \$2.5 million increase in revenue from new customer engagements and \$0.3 million increase related to existing CDP growth. This is partially offset by \$2.5 million decrease in revenue related to scheduled completion and reduction of CDP and service agreements.

CDP and services revenue decreased by \$1.5 million, or 9%, to \$14.3 million during the six months ended June 30, 2015, from \$15.8 million during the six months ended June 30, 2014. This decrease was primarily attributable to \$6.3 million decrease in revenue from the scheduled completion and reduction of CDP and service agreements. This was partially offset by \$4.4 million in revenue derived from new customer engagements and \$0.4 million in revenue derived from the expansion of existing customer engagements.

Product revenue increased by \$0.1 million during the three and six months ended June 30, 2015, as there were no workflow sales during the three and six months ended June 30, 2014.

Licensing and royalty revenue increased by \$0.7 million, or 22%, to \$3.7 million during the three months ended June 30, 2015, from \$3.1 million during the three months ended June 30, 2014. This increase was primarily attributable to a non-recurring success fee of \$0.9 million and was partially offset by a \$0.2 million decrease in scheduled minimum license fees guaranteed by other customer contracts.

Licensing and royalty revenue decreased by \$3.6 million, or 36%, to \$6.5 million during the six months ended June 30, 2015, from \$10.1 million during the six months ended June 30, 2014. This decrease was primarily attributable to a \$4.2 million accelerated payment from a customer in connection with the suspension of CDP activities during the six months ended June 30, 2014 that did not reoccur in 2015. This was partially offset by a non-recurring success fee of \$0.9 million and \$0.2 million increase in scheduled minimum license fees guaranteed by other customer contracts.

The following table presents revenue by geographic region (based on invoiced locations) during the three and six months ended June 30, 2015 and 2014 in dollars (in thousands) and as a percentage of revenue for the periods presented:

	Three Months Ended June 30,				Six Months Ended June 30,			
	2015		2014		2015		2014	
	Revenues	% of Revenues	Revenues	% of Revenues	Revenues	% of Revenues	Revenues	% of Revenues
United States	\$ 7,519	68 %	\$ 9,054	91 %	\$ 14,629	70 %	\$ 23,271	90 %
Japan	313	3 %	354	4 %	1,295	6 %	1,257	5 %
APAC other	2,917	27 %	389	4 %	4,484	22 %	931	4 %
Europe and Middle East	245	2 %	137	1 %	431	2 %	380	1 %
Total	\$ 10,994	100 %	\$ 9,934	100 %	\$ 20,839	100 %	\$ 25,839	100 %

Cost of Revenue

Cost of revenue decreased by \$1.0 million, or 18%, to \$4.6 million during the three months ended June 30, 2015, from \$5.6 million during the three months ended June 30, 2014. This change is a result of a \$1.0 million decrease in direct labor, materials and other costs associated with CDP programs.

Cost of revenue decreased by \$2.1 million, or 17%, to \$10.1 million during the six months ended June 30, 2015, from \$12.2 million during the six months ended June 30, 2014. This change is a result of a \$2.1 million decrease in direct labor, materials and other costs associated CDP programs consistent with the decrease in CDP and services revenue.

Gross Margin

Our gross profit as a percentage of net revenues, or gross margin, has been and will continue to be affected by a variety of factors, including the mix of CDP and services revenue, product revenue, and licensing and royalty revenue recognized during the period. We achieve a higher gross margin on licensing and royalty revenue as compared to CDP and services and product revenue.

Gross margin was 58.0% during the three months ended June 30, 2015 compared to 43.3% for the three months ended June 30, 2014. This increase is primarily attributable to the increased licensing and royalty revenue.

Gross margin was 51.5% during the six months ended June 30, 2015 compared to 52.8% for the six months ended June 30, 2014. This decrease was primarily attributable to licensing and royalty revenue associated with an accelerated payment from a customer in connection with an amended CDP agreement during the six months ended June 30, 2014.

Research and Development

R&D expenses increased by \$0.9 million, or 15%, to \$7.2 million during the three months ended June 30, 2015, from \$6.2 million during the three months ended June 30, 2014. The change is primarily attributable to an increase of \$0.6 million in personnel costs related to increased headcount, wages, stock-based compensation and other related benefits and an increase of \$0.6 million in professional services. These increases were partially offset by a \$0.3 million decrease in depreciation. Research and development expense included stock-based compensation of \$0.5 million and \$0.3 million during the three months ended June 30, 2015 and 2014, respectively.

R&D expenses increased by \$0.5 million, or 4%, to \$13.7 million during the six months ended June 30, 2015, from \$13.2 million during the six months ended June 30, 2014. The change was primarily attributable to an increase of \$0.7 million in professional services and to a lesser extent \$0.1 million increase in facility and depreciation expense. These increases were partially offset by \$0.3 million decrease in engineering parts and other expenses associated with new application development. Research and development expense included stock-based compensation of \$1.0 million and \$0.6 million during the six months ended June 30, 2015 and 2014, respectively.

Sales and Marketing

Sales and marketing expenses increased by \$0.2 million, or 15%, to \$1.6 million during the three months ended June 30, 2015, from \$1.4 million during the three months ended June 30, 2014. This increase is attributable to \$0.3 million in higher personnel costs related to increased headcount, wages, stock-based compensation and other related benefits and was partially offset by a \$0.1 million decrease in professional services related costs. Sales and marketing expense included stock-based compensation of \$0.3 million during the three months ended June 30, 2015 and 2014.

Sales and marketing expenses decreased by \$0.1 million, or 4%, to \$2.9 million during the six months ended June 30, 2015, from \$3.0 million during the six months ended June 30, 2014. This decrease is related to decreases in professional services related costs. Sales and marketing expense included stock-based compensation of \$0.5 million and \$0.7 million during the six months ended June 30, 2015 and 2014, respectively.

General and Administrative

General and administrative expenses increased by \$0.1 million, or 3%, to \$3.2 million during the three months ended June 30, 2015, from \$3.1 million during the three months ended June 30, 2014. This increase is primarily attributable to \$0.2 million in higher personnel costs related to increased headcount, wages, stock-based compensation and other related benefits. This is partially offset by a \$0.1 million decrease in professional fees. General and administrative expense included stock-based compensation of \$0.6 million and \$0.5 million during the three months ended June 30, 2015 and 2014, respectively.

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General and administrative expenses increased by \$0.2 million, or 3%, to \$6.6 million during the six months ended June 30, 2015, from \$6.4 million during the six months ended June 30, 2014. This increase is primarily attributable to \$0.4 million in higher personnel costs related to increased wages, stock-based compensation and other related benefits. This is partially offset by a \$0.2 million decrease in professional fees. General and administrative expense included stock-based compensation of \$1.3 million and \$1.0 million during the six months ended June 30, 2015 and 2014, respectively.

Restructuring Charges

There were no restructuring charges for the three months ended June 30, 2015 compared to \$0.3 million during the three months ended June 30, 2014.

There were no restructuring charges for the six months ended June 30, 2015 compared to \$1.4 million during the six months ended June 30, 2014. In January and May 2014, our Board of Directors authorized restructuring plans to reduce our workforce by 18% and 10%, respectively, pursuant to which charges of \$1.1 million and \$0.3 million were incurred for severance and other personnel related costs.

Loss from Operations

Our operating loss decreased by \$1.1 million, to an operating loss of \$5.6 million during the three months ended June 30, 2015, from an operating loss of \$6.7 million during the three months ended June 30, 2014. Our operating expenses increased by \$0.9 million to \$11.9 million during the three months ended June 30, 2015, from \$11.0 million, which includes \$0.3 million in restructuring related expenses, during the three months ended June 30, 2014.

Our operating loss increased by \$2.1 million, to an operating loss of \$12.4 million during the six months ended June 30, 2015, from an operating loss of \$10.3 million during the six months ended June 30, 2014. Our operating expenses decreased by \$0.8 million to \$23.2 million during the six months ended June 30, 2015, from \$24.0 million which includes \$1.4 million in restructuring related expenses, during the six months ended June 30, 2014.

Interest Expense, net

Interest expense, net decreased by \$0.1 million to \$0.1 million during the three months ended June 30, 2015, from \$0.2 million during the three months ended June 30, 2014, and is primarily comprised of interest expense associated with the Loan Agreement with SVB during the three months ended June 30, 2015 and June 30, 2014.

Interest expense, net, decreased by \$0.1 million to \$0.3 million during the six months ended June 30, 2015, from \$0.4 million during the six months ended June 30, 2014 and is primarily comprised of interest expense associated with the Loan Agreement with SVB during the six months ended June 30, 2015 and June 30, 2014.

Other Income (Expense), net

Other income (expense), net, for the three and six months ended June 30, 2015 and 2014 consisted of foreign exchange gains and losses that were not significant during these periods.

Provision for Income Taxes

Provision for income taxes during the three and six months ended June 30, 2015 and 2014 consisted of income taxes on our foreign entities and were not significant during these periods.

Net Loss

Our net loss decreased by \$1.2 million, to a net loss of \$5.7 million during the three months ended June 30, 2015, from a net loss of \$6.9 million during the three months ended June 30, 2014. The difference between operating

loss and net loss during the three months ended June 30, 2015 and June 30, 2014 was primarily related to interest expense associated with the Loan Agreement with SVB.

Our net loss increased by \$2.0 million, to a net loss of \$12.7 million during the six months ended June 30, 2015, from a net loss of \$10.7 million during the six months ended June 30, 2014. The difference between operating loss and net loss during the six months ended June 30, 2015 and 2014 was primarily related to interest expense associated with the Loan Agreement with SVB.

Liquidity and Capital Resources

Prior to our initial public offering in November 2011, we substantially satisfied our capital and liquidity needs through private placements of redeemable convertible preferred stock and, to a lesser extent, cash flow from operations. As of June 30, 2015 we had \$58.8 million of cash, cash equivalents and short-term investments and \$56.1 million of net working capital.

As of June 30, 2015, we had debt outstanding of \$22.0 million related to the Loan Agreement with SVB. We are obligated to pay interest at a fixed rate of 3.25% and \$0.5 million of principal on a quarterly basis. The term loan matures on November 30, 2016 and we are obligated to pay all outstanding principal and accrued and unpaid interest on that date. Our obligations under the term loan require us to dedicate a substantial portion of our cash flow from operations to payments on interest and principal at or prior to maturity, thus reducing the availability of our cash flow to fund working capital, capital expenditures, research and development efforts, execution of our business strategy and other general corporate purposes. Such limitations increase our vulnerability to adverse general economic and industry conditions and limit our flexibility in planning for, or reacting to, changes in the economy, our industry and new opportunities that may arise. In addition, our obligations under the term loan and the security interests granted in favor of SVB may make it more difficult for us to borrow funds in the future to fund working capital, capital expenditures and other purposes, which could materially and adversely affect our business, financial condition and results of operations.

To date, we have incurred significant losses. During the six months ended June 30, 2015 and 2014, we incurred net losses of \$12.7 million and \$10.7 million, respectively. As of June 30, 2015, our accumulated deficit was \$144.6 million.

We believe that we have the financial resources needed to meet business requirements for the next 12 months. However, our forecast of the period of time through which our financial resources will be adequate to meet business requirements are forward-looking statements and involve risks and uncertainties. Our future capital requirements will depend on many factors, many of which are set forth in greater detail under the caption "Risk Factors," but generally include without limitation our rate of revenue growth, our expansion of our sales and marketing activities and overhead expenses, the timing and extent of our spending to support our R&D efforts and our ability to expand CDPs in the semiconductor and clean energy industries, whether we are successful in obtaining payments from customers, the financial stability of our customers, whether we can enter into additional collaborations in our target industries, the progress and scope of collaborative R&D projects performed by us and our customers, the effect of any acquisitions of other businesses or technologies that we may make in the future, the filing, prosecution and enforcement of patent claims, how much funding we may need to develop or enhance our solutions or HPC platform and any necessary responses to competitive pressures. To the extent that existing cash, cash equivalents, short-term investments and cash from operations are insufficient to fund our operations and repay our outstanding debt when it may become due, we may need to raise additional funds through public or private equity or debt financing. We may also seek to invest in or acquire complementary businesses, applications or technologies, any of which could also require us to seek additional equity or debt financing. Additional funds may not be available on terms favorable to us or at all. We maintain almost all of our

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cash and investments in the United States and therefore are not subject to restrictions or tax obligations as we access the cash.

Cash Flows

The following summary of our cash flows for the periods indicated has been derived from our condensed consolidated financial statements included elsewhere in this filing (in thousands):

	Six Months Ended June 30,	
	2015	2014
Net cash (used in) provided by operating activities	\$ (3,966)	\$ 659
Net cash used in investing activities	\$ (3,028)	\$ (31,120)
Net cash (used in) provided by financing activities	\$ (395)	\$ 163

Cash Flows from Operating Activities

We experienced negative cash flows from operating activities during the six months ended June 30, 2015 in the amount of \$4.0 million as compared to positive cash flows for the same period ending 2014 in the amount of \$0.7 million.

Net cash used in operating activities during the six months ended June 30, 2015 of \$4.0 million was primarily attributable to our net loss of \$12.7 million, offset by non-cash charges of \$5.2 million for depreciation, amortization, and accretion and \$3.6 million for stock-based compensation. The net decrease in cash flow from operating assets and liabilities of \$0.2 million was primarily a result of a \$1.9 million increase in accrued and other liabilities, offset by a decrease in deferred revenue of \$1.8 million due to the earn out of advance customer payments and increase in accounts receivable of \$0.7 million.

Cash Flows from Investing Activities

Our investing activities consist primarily of purchases and maturities of short-term investments, capital expenditures to purchase property and equipment, and our investments in intangible assets relating to our patents and trademarks. In the future, we expect we will continue to make modest capital expenditures to support our operations, and to incur costs to protect our investment in our developed technology and IP.

During the six months ended June 30, 2015, cash used in investing activities was \$3.0 million, a result of \$1.3 million in the net purchase of short-term investments, \$1.3 million in capital expenditures, and \$0.4 million in capitalized patent and trademark costs.

Cash Flows from Financing Activities

To date, we have financed our operations primarily with proceeds from the sale of our redeemable convertible preferred stock and proceeds received from our initial public offering. We have a term loan pursuant to the Loan Agreement with SVB with a remaining principal balance of \$22.0 million as of June 30, 2015.

During the six months ended June 30, 2015, cash used in financing activities was \$0.4 million primarily related to the scheduled principal payments on our SVB term loan in the amount of \$1.0 million, which was offset by the issuance of common stock as a result of option exercises in the amount of \$0.6 million.

Contractual Obligations and Commitments

The following summarizes our contractual obligations as of June 30, 2015 (in thousands):

	Payments Due by Period				
	Total	Less Than One Year	1 - 3 Years	3 - 5 Years	More Than 5 Years
Operating lease obligations	\$ 25,552	\$ 786	\$ 7,209	\$ 5,104	\$ 12,453
Term loan	22,000	1,000	21,000	—	—
Contractual interest payments on term loan	1,131	359	772	—	—
Purchase obligations (1)	264	264	—	—	—
Total	\$ 48,947	\$ 2,409	\$ 28,981	\$ 5,104	\$ 12,453

- (1) Purchase obligations consist of firm, non-cancelable agreements to purchase property and equipment and inventory related items.

Operating lease agreements represent our obligations to make payments under our non-cancelable lease agreement for our facility in San Jose, California. During the six months ended June 30, 2015, we made regular lease payments of \$0.9 million under this operating lease agreement.

During 2013 we entered into a term loan pursuant to the Loan Agreement with SVB in the amount of \$25.0 million that bears interest at a fixed rate equal to 3.25%. We are obligated to pay interest at the applicable rate and \$0.5 million of principal on a quarterly basis. The term loan matures on November 30, 2016, and we are obligated to pay all outstanding principal and accrued and unpaid interest on that date. As of June 30, 2015, the remaining principal on the term loan was \$22.0 million, with remaining interest payments of \$1.1 million due over the term of the loan.

Off-Balance Sheet Arrangements

As of June 30, 2015, we did not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which are established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of fluctuations in interest rates and foreign currency exchange rates. We do not hold or issue financial instruments for trading purposes.

Interest Rate Sensitivity

The primary objectives of our investment activities are to preserve principal, provide liquidity and maximize income without exposing us to significant risk of loss. The securities we invest in are subject to market risk and a change in prevailing interest rates may cause the principal amount of our investments to fluctuate. We maintain our portfolio of cash equivalents and short-term investments in a variety of securities, including commercial paper, corporate debt securities and money market funds. As of June 30, 2015, our investments were primarily in commercial paper, corporate notes and bonds and money market funds. If overall interest rates fell 10% for the three months ended June 30, 2015, our interest income would have decreased by an immaterial amount, assuming consistent investment levels.

During 2013 we entered into a Loan Agreement with SVB with a principal amount of \$25.0 million that bears interest at a fixed rate equal to 3.25%. We are obligated to pay interest at the applicable rate and \$0.5 million of principal on a quarterly basis. The term loan matures on November 30, 2016 and we are obligated to pay all outstanding principal and accrued and unpaid interest on that date. As the rates on the term loan are fixed, we do not have any further exposure to changes in our interest expense as a result of changes in rates. However, in the event we enter into other long-term debt arrangements, we could be subject to fluctuations in interest rates which could have a material impact on our future financial condition and results of operation. In addition, the Loan Agreement also includes several potential events of default such as payment default, material adverse change conditions and insolvency conditions that could cause interest to be charged at the rate that is otherwise applicable plus 5.0%. As of June 30, 2015, we were in compliance with the covenants in the Loan Agreement and are expecting to remain compliant for the next 12 months. If we are ever unable to meet the covenants in the Loan Agreement, we could also be required to renegotiate the terms of credit under the Loan Agreement, including the interest rate, and there can be no assurance that any renegotiated terms of credit would not materially impact our earnings.

Foreign Currency Exchange Risk

As we expand internationally, our consolidated results of operations and cash flows will become increasingly subject to fluctuations due to changes in foreign currency exchange rates. Our revenue is denominated in U.S. dollars. Our expenses are generally denominated in the currencies in which our operations are located, which is primarily in the United States, with an insignificant portion of expenses incurred in the local currencies of our wholly-owned subsidiaries in Hong Kong and Japan and our wholly-owned branch in Taiwan. The effect of a hypothetical 10% change in foreign currency exchange rates applicable to our business would not have a material impact on our consolidated financial statements. To date, we have not entered into any material foreign currency hedging contracts, although we may do so in the future.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2015. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Based on the evaluation of our disclosure controls and procedures as of June 30, 2015, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives and are effective at the reasonable assurance level. However, our management does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost effective control system, misstatements due to error or fraud may occur and not be detected.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we may become involved in legal proceedings and claims arising in the ordinary course of our business, including but not limited to legal proceedings and claims brought by employees or former employees relating to working conditions or other issues. We are not currently a party to any legal proceedings the outcome of which, if determined adversely to us, we believe would individually or in the aggregate have a material adverse effect on our business, operating results, financial condition or cash flows.

ITEM 1A. RISK FACTORS

The risks described in Part I, Item 1A, "Risk Factors," in our Annual Report on Form 10-K for the year ended December 31, 2014, could materially and adversely affect our business, financial condition or future results. These risk factors are not the only risks facing our company. Risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and operating results. The Risk Factors section of our 2014 Annual Report on Form 10-K remains current in all material respects.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Recent Sales of Unregistered Securities

None.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed
		Form	Date	Number	Herewith
2.1	Asset Purchase Agreement by and between Intermolecular, Inc. and Symyx Technologies, Inc. dated as of July 28, 2011. (1)	S-1/A	09/09/11	2.1	
3.1	Amended and Restated Certificate of Incorporation of Intermolecular, Inc.	10-K	03/16/12	3.1	
3.2	Amended and Restated Bylaws of Intermolecular, Inc.	10-K	03/16/12	3.2	
4.1	Specimen Common Stock Certificate.	S-1/A	11/07/11	4.1	
4.2	Warrant to purchase shares of common stock issued to Timane S.a.r.l. dated June 20, 2008.	S-1	07/29/11	4.2	
4.3	Fourth Amended and Restated Investor Rights Agreement dated as of March 4, 2011, by and among Intermolecular, Inc. and certain stockholders named therein, as amended by Amendment No. 1 to Fourth Amended and Restated Investor Rights Agreement dated as of June 14, 2011.	S-1	07/29/11	10.1	
10.14c +	Amendment to Intermolecular, Inc. Change in Control and Severance Agreement with Scot A. Griffin.				X
10.14d +	Form of Change in Control and Severance Agreement.				X
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				X
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				X
101.INS	XBRL Instance Document				X
101.SCH	XBRL Taxonomy Extension Schema Document				X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document				X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document				X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document				X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document				X

+ Indicates a management contract or compensatory plan.

(1) All exhibits, schedules and similar attachments to this exhibit have been omitted. Copies of such exhibits, schedules and similar attachments will be furnished supplementally to the SEC upon request.

SIGNATURES

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

Date: August 6, 2015

INTERMOLECULAR, INC.

(Registrant)

By: /s/ C. Richard Neely, Jr.

C. Richard Neely, Jr.

Chief Financial Officer

AMENDMENT TO
INTERMOLECULAR, INC.
CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This amendment (“Amendment”) to that Change in Control and Severance Agreement entered into by and between Scot Griffin (“Executive”) and Intermolecular, Inc. (the “Company”) on October 13, 2014 (the “Agreement”) is hereby entered into as of May 6, 2015 (“Amendment Effective Date”).

RECITALS

A. The Company believes that it is in the best interests of the Company and its stockholders to (1) assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of a Change of Control event or an involuntary termination (either outside of or in connection with a Change in Control) and (2) provide Executive with an incentive to continue Executive’s employment with the Company and to motivate Executive to maximize the value of the Company upon a Change in Control (as defined below) for the benefit of its stockholders.

B. The Compensation Committee also believes that it is in the best interests of the Company and its stockholders to provide Executive with severance benefits upon certain terminations of Executive’s service to the Company that enhance Executive’s financial security and provide incentive and encouragement to Executive to remain with the Company notwithstanding the possibility of such an event.

C. The Compensation Committee believes that it is in the best interests of the Company and its stockholders, to enable Executive to currently enjoy the same benefits as his peers in the event of a Change in Control event or involuntary termination of employment, without having to be employed for one year before the benefits apply.

D. Capitalized terms, if not defined in this Amendment, are defined in the Agreement.

The parties agree to the following changes to the Agreement:

1. Replace Paragraph 3 with the following.

“3. Termination without Cause or for Good Reason Outside of a Change in Control Period. If (i) Executive’s employment with the Company is terminated after the Effective Date by the Company other than for Cause or by Executive for Good Reason and (ii) the date of Executive’s termination of employment (the “Termination Date”) occurs outside of a Change in Control Period, then, subject to Executive executing a general release of all claims against the Company and its affiliates in a form acceptable to the Company (a “Release of Claims”) and such Release of Claims becoming effective and irrevocable within sixty (60) days following the Termination Date, then in addition to any accrued but unpaid salary, bonus, vacation and expense reimbursement payable in

cash in accordance with applicable law (“Accrued Obligations”), the Company shall provide Executive with the following:”

2. Replace Paragraph 4 with the following.

“4. Certain Terminations During a Change in Control Period. If (i) Executive’s employment with the Company is terminated by the Company for other than Cause or by Executive for Good Reason and (ii) the Termination Date occurs during a Change in Control Period, then, subject to Executive executing a Release of Claims and such Release of Claims becoming effective and irrevocable within sixty (60) days following the Termination Date, in addition to the Accrued Obligations, the Company shall provide Executive with the following:”

Except as expressly provided in this Amendment, all other terms of the Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

INTERMOLECULAR, INC.

By: /s/ Tom

Blanco

Title: SVP HR &

Administration

Date: 5/7/15

EXECUTIVE

/s/ Scot A.

Griffin

Scot A. Griffin

Date: 5/12/2015

INTERMOLECULAR, INC.

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the "Agreement") is made and entered into by and between [] ("Executive") and Intermolecular, Inc. (the "Company"), effective as of [] (the "Effective Date").

R E C I T A L S

A. It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other change in control. The Compensation Committee (the "Compensation Committee") of the Board of Directors of the Company (the "Board") recognizes that the possibility of an involuntary termination (either outside of or in connection with such an acquisition or other change in control) can be a distraction to Executive and can cause Executive to consider alternative employment opportunities.

B. The Compensation Committee believes that it is in the best interests of the Company and its stockholders to (1) assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of such an event and (2) provide Executive with an incentive to continue Executive's employment with the Company and to motivate Executive to maximize the value of the Company upon a Change in Control (as defined below) for the benefit of its stockholders.

C. The Compensation Committee also believes that it is in the best interests of the Company and its stockholders to provide Executive with severance benefits upon certain terminations of Executive's service to the Company that enhance Executive's financial security and provide incentive and encouragement to Executive to remain with the Company notwithstanding the possibility of such an event.

D. Certain capitalized terms used in this Agreement are defined in Section 7 below.

The parties hereto agree as follows:

1. Term of Agreement. This Agreement shall become effective as of the Effective Date and shall terminate upon the date that all obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be "at-will," as defined under applicable law. If Executive's employment terminates for any reason, Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement.

3. Termination without Cause or for Good Reason Outside of a Change in Control Period. If (i) Executive's employment with the Company is terminated after the Effective Date by the Company other than for Cause or by Executive for Good Reason and (ii) the date of Executive's termination of employment (the "Termination Date") occurs outside of a Change in Control Period,

then, subject to Executive executing a general release of all claims against the Company and its affiliates in a form acceptable to the Company (a "Release of Claims") and such Release of Claims becoming effective and irrevocable within sixty (60) days following the Termination Date, then in addition to any accrued but unpaid salary, bonus, vacation and expense reimbursement payable in cash in accordance with applicable law ("Accrued Obligations"), the Company shall provide Executive with the following:

(a) Severance. Executive shall be entitled to receive an amount equal to six (6) months of Executive's base salary at the rate in effect immediately prior to Executive's termination of employment, which shall be paid in a cash lump sum on the payroll date that immediately follows the date the Release of Claims is first effective and irrevocable.

(b) Continued Healthcare. If Executive elects to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall directly pay, or reimburse Executive for (on an after-tax basis), the applicable COBRA premiums for Executive and Executive's covered dependents during the period commencing on the Termination Date and ending on the earlier to occur of (i) the six (6)-month anniversary of the Termination Date and (ii) the date on which Executive and Executive's covered dependents, if any, become eligible for healthcare coverage under another employer's group health plan(s) (of which eligibility Executive hereby agrees to give prompt notice to the Company). After the Company ceases to pay or reimburse COBRA premiums pursuant to the preceding sentence, Executive may, if eligible, elect to continue healthcare coverage at Executive's expense in accordance with the provisions of COBRA.

4. Certain Terminations During a Change in Control Period. If (i) Executive's employment with the Company is terminated by the Company for other than Cause or by Executive for Good Reason and (ii) the Termination Date occurs during a Change in Control Period, then, subject to Executive executing a Release of Claims and such Release of Claims becoming effective and irrevocable within sixty (60) days following the Termination Date, in addition to the Accrued Obligations, the Company shall provide Executive with the following:

(a) Severance. Executive shall be entitled to receive an amount equal to the sum of (i) Executive's annual base salary at the rate in effect immediately prior to Executive's termination of employment and (ii) Executive's target annual bonus for the year in which the Termination Date occurs, which shall be paid in a cash lump sum on the payroll date that immediately follows the date the Release of Claims is first effective and irrevocable.

(b) Continued Healthcare. If Executive elects to receive continued healthcare coverage pursuant to the provisions of COBRA, the Company shall directly pay, or reimburse Executive for (on an after-tax basis), the applicable COBRA premiums for Executive and Executive's covered dependents during the period commencing on the Termination Date and ending on the earlier to occur of (i) the twelve (12)-month anniversary of the Termination Date and (ii) the date on which Executive and Executive's covered dependents, if any, become eligible for healthcare coverage under another employer's group health plan(s) (of which eligibility Executive hereby agrees to give prompt notice to the Company). After the Company ceases to pay or reimburse

COBRA premiums pursuant to the preceding sentence, Executive may, if eligible, elect to continue healthcare coverage at Executive's expense in accordance with the provisions of COBRA.

(c) Equity Awards. Each outstanding equity award, including, without limitation, each stock option and restricted stock award, then-held by Executive shall automatically become vested and, if applicable, exercisable and any forfeiture restrictions or rights of repurchase thereon shall immediately lapse, in each case, with respect to all of the shares of Company common stock subject to such equity award.

5. Other Termination. If Executive's employment with the Company is terminated after the Effective Date by the Company for Cause or by Executive other than for Good Reason at any time (outside of or within a Change in Control Period) or if Executive fails to execute a Release of Claims or if such Release of Claims fails to become effective and irrevocable within sixty (60) days following the Termination Date, then Executive shall be entitled to receive the Accrued Obligations and to elect any continued healthcare coverage as may be required under COBRA or similar state law.

6. Limitation on Payments.

(a) Parachute Payments. Any provision of this Agreement to the contrary notwithstanding, if any payment or benefit received or to be received by Executive from the Company pursuant to this Agreement or otherwise (all such payments and benefits, the "Payments") would be subject (in whole or in part) to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code" and such excise tax, the "Excise Tax"), then, after taking into account any reduction in the Payments provided by reason of Section 280G of the Code in another plan, arrangement or agreement, the Payments will be equal to the Reduced Amount (as defined below). The "Reduced Amount" will be the largest portion of the Payments that would result in no portion of the Payments (after reduction) being subject to the Excise Tax but only if (i) the Reduced Amount, after taking into account all applicable federal, state and local employment taxes and income taxes (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes) on the Reduced Amount (and after taking into account the phase out itemized deductions and personal exemptions attributable to such Payments) is greater than or equal to (ii) the net amount of the Payments without reduction (but after taking into account all applicable federal, state and local employment taxes, income taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), and after taking into account the phase out itemized deductions and personal exemptions attributable to such Payments. If a reduction in the Payments is to be made so that the Payments equals the Reduced Amount, Executive will have no rights to any additional payments and/or benefits constituting the Payments, and the reduction in payments and/or benefits will occur in the following order: (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits paid to Executive, in each case beginning with payments that would be made last in time.

(b) Accounting Firm. The accounting firm engaged by the Company for general tax purposes as of the day prior to the Change in Control will perform the calculations set forth in Section 6(a). If the firm so engaged by the Company is serving as accountant or auditor for the acquiring company, the Company will appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company will bear all expenses with respect to the determinations by such firm required to be made hereunder. The accounting firm engaged to make the determinations hereunder will provide its calculations, together with detailed supporting documentation, to the Company within fifteen (15) days before the consummation of a Change in Control (if requested at that time by the Company) or such other time as requested by the Company. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it will furnish the Company with documentation reasonably acceptable to the Company that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the accounting firm made hereunder will be final, binding and conclusive upon the Company and Executive.

7. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Cause. “Cause” shall mean (i) theft, dishonesty or falsification of any employment or Company records; (ii) malicious or reckless disclosure of the Company’s confidential or proprietary information; (iii) commission of any immoral or illegal act or any gross or willful misconduct, where the Board reasonably determines that such act or misconduct has (A) seriously undermined the ability of the Company’s Board or management to entrust Executive with important matters or otherwise work effectively with Executive, (B) contributed to the Company’s loss of significant revenues or business opportunities, or (C) significantly and detrimentally effected the business or reputation of the Company or any of its subsidiaries; and/or (iv) the failure or refusal by Executive to follow the reasonable and lawful directives of the Board, provided such failure or refusal continues after Executive’s receipt of reasonable notice in writing of such failure or refusal and an opportunity to correct the problem. Notwithstanding the foregoing, “Cause” shall not exist where any of the foregoing are due to Executive’s physical or mental disability.

(b) Change in Control. “Change in Control” shall have the meaning set forth in Section 2.8 of the Company’s 2011 Incentive Award Plan, *provided*, that in no event shall a Change in Control be deemed to have occurred unless such Change in Control constitutes a “change in control event” as defined in Treasury Regulation Section 1.409A-3(i)(5).

(c) Change in Control Period. “Change in Control Period” means that period of time commencing on the date that is one (1) month prior to the date of the consummation of a Change in Control and ending on the first (1st) anniversary of such Change in Control.

(d) Good Reason. “Good Reason” means Executive’s voluntary resignation following the occurrence of any of the following without Executive’s consent (i) the delegation to Executive of any duties or the reduction of Executive’s duties, either of which materially reduces the nature, responsibility, or character of Executive’s position, when taken as a whole, to a level below that generally associated with a similar position in a company of a similar size, in the same industry and with the same general characteristics as the Company at the time; (ii) a material reduction of

Executive's salary (other than in connection with a similar reduction in the salaries of all executive level employees) from that immediately prior to such reduction; (iii) a relocation of Executive's principal office to a place that increases Executive's one-way commute by more than thirty-five (35) miles as compared to Executive's one-way commute as of immediately prior to such relocation; or (iv) the material breach by the Company of this Agreement. Notwithstanding the foregoing, in no event shall Executive have Good Reason to terminate Executive's employment unless Executive provides to the Company written notice of the condition giving rise to Good Reason within sixty (60) days after the initial occurrence of such condition, such condition continues beyond thirty (30) days after the Company receives such notice (the "Cure Period") and Executive's resignation for Good Reason is effective within thirty (30) days after the end of the Cure Period.

8. Successors.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets.

(b) Executive's Successors. This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. The terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

9. Notices. Any notice to be given under the terms of this Agreement shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Executive shall be addressed to Executive at Executive's last address reflected on the Company's records. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

10. Restrictive Covenants.

(a) Proprietary Information Agreement. Executive shall remain bound by Executive's obligations under the Company's standard Employee Confidentiality and Inventions Assignment Agreement (the "Proprietary Information Agreement").

(b) Proprietary Information. Without limiting the Proprietary Information Agreement, except as Executive reasonably and in good faith determines to be required in the faithful performance of Executive's duties to the Company, Executive shall at all times before and after Executive's termination of employment maintain in confidence and shall not directly or indirectly, use, disseminate, disclose or publish, for Executive's benefit or the benefit of any other person or entity, any confidential or proprietary information or trade secrets of or relating to the

Company, including, without limitation, information with respect to the Company's operations, processes, protocols, products, inventions, business practices, finances, principals, vendors, suppliers, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, compensation paid to employees or other terms of employment ("Proprietary Information"), or deliver to any person or entity, any document, record, notebook, computer program or similar repository of or containing any such Proprietary Information. Executive's obligation to maintain and not use, disseminate, disclose or publish, or use for Executive's benefit or the benefit of any other person or entity, any Proprietary Information after the date Executive terminates employment will continue so long as such Proprietary Information is not, or has not by legitimate means become, generally known and in the public domain (other than by means of Executive's direct or indirect disclosure of such Proprietary Information) and continues to be maintained as Proprietary Information by the Company. The parties hereby stipulate and agree that as between them, the Proprietary Information identified herein is important, material and affects the successful conduct of the businesses of the Company (and any successor or assignee of the Company).

(c) Nonsolicitation. Without limiting the Proprietary Information Agreement, Executive hereby agrees that Executive shall not while employed or otherwise providing services to the Company and with respect to subsection (ii) below, within the one (1) year period immediately following the termination of Executive's employment with or other service to the Company, directly or indirectly, either for Executive or on behalf of any other person or entity, (i) recruit or otherwise solicit or induce any employee, customer or supplier of the Company to terminate its employment or arrangement with the Company, or otherwise change its relationship with the Company, or (ii) hire, or cause to be hired, any person who was employed by the Company at any time during the twelve (12)-month period immediately prior to the date Executive terminates employment with or other service to the Company, or who thereafter becomes employed by the Company.

(d) Return of Materials. Upon termination of Executive's employment with the Company for any reason, Executive will promptly deliver to the Company (i) all correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents that are Proprietary Information, including all physical and digital copies thereof, and (ii) all other Company property (including, without limitation, any personal computer or wireless device and related accessories, keys, credit cards and other similar items) which is in Executive's possession, custody or control.

(e) Exception to Restrictive Covenants. Notwithstanding anything in this Section 10 to the contrary, Executive may respond to a lawful and valid subpoena or other legal process but shall give the Company the earliest possible notice thereof, and shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist such counsel in resisting or otherwise responding to such process.

(f) Nondisparagement. Executive agrees not to disparage the Company, any of its products or practices, or any of its directors, officers, agents, representatives, partners, members, equity holders or affiliates, either orally or in writing, at any time, *provided*, that Executive may

confer in confidence with Executive's legal representatives and make truthful statements as required by law.

(g) Subsequent Employment. Prior to accepting other employment or any other service relationship prior to the first (1st) anniversary of Executive's termination of employment, Executive shall provide a copy of this Section 10 to any recruiter who assists Executive in obtaining other employment or any other service relationship and to any employer or other person or entity with which Executive discusses potential employment or any other service relationship.

(h) Enforceability. In the event the terms of this Section 10 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action. Any breach or violation by Executive of the provisions of this Section 10 shall toll the running of any time periods set forth in this Section 10 for the duration of any such breach or violation.

(i) Affiliates. As used in this Section 10, the term "Company" shall include the Company and any parent, affiliated, related and/or direct or indirect subsidiary entity thereof.

11. Dispute Resolution. To ensure the timely and economical resolution of disputes that arise in connection with this Agreement, Executive and the Company agree that any and all controversies, claims and disputes arising out of or relating to this Agreement, including without limitation any alleged violation of its terms, shall be resolved by final and binding arbitration before a single neutral arbitrator in Santa Clara County, California, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA"). The arbitration shall be commenced by filing a demand for arbitration with the AAA within fourteen (14) days after the filing party has given notice of such breach to the other party. The arbitrator shall award the prevailing party attorneys' fees and expert fees, if any. Notwithstanding the foregoing, it is acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations imposed on them under Section 10 hereof, and that in the event of any such failure, an aggrieved person will be irreparably damaged and will not have an adequate remedy at law. Any such person shall, therefore, be entitled to injunctive relief, including specific performance, to enforce such obligations, and if any action shall be brought in equity to enforce any of the provisions of Section 10 of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

12. Miscellaneous Provisions.

(a) Section 409A.

(i) General. To the extent applicable, this Agreement shall be interpreted and applied consistent and in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and Department of Treasury regulations and other interpretive guidance

issued thereunder. If, however, the Company determines that any compensation or benefits payable under this Agreement may be or become subject to Section 409A of the Code, the Company may in its sole discretion adopt such amendments to this Agreement or to adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take such other actions, as the Company determines necessary or appropriate to (i) exempt the compensation and benefits payable under this Agreement from Section 409A of the Code and/or preserve the intended tax treatment of such compensation and benefits, or (ii) comply with the requirements of Section 409A of the Code ; *provided, however*, that this Section 12(a)(i) shall not create any obligation on the part of the Company to adopt any such amendment, policy or procedure or take any such other action.

(ii) Separation from Service. Notwithstanding any provision to the contrary in this Agreement, no amount deemed deferred compensation subject to Section 409A of the Code shall be payable pursuant to Sections 3 or 4 of this Agreement unless Executive's termination of employment constitutes a "separation from service" with the Company within the meaning of Section 409A of the Code and the Department of Treasury regulations and other guidance promulgated thereunder (a "Separation from Service") and, except as provided under Section 12(a)(iii) of this Agreement, any such amount shall be paid, or in the case of installments, payments shall commence, on the sixtieth (60th) day following Executive's Separation from Service.

(iii) Specified Employee. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Executive's benefits shall not be provided to Executive until the earlier of (a) the expiration of the six (6)-month period measured from the date of Executive's Separation from Service or (b) the date of Executive's death. Upon the first business day following the expiration of the applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Section 12(a)(iii) shall be paid in a lump sum to Executive, and any remaining payments due under this Agreement shall be paid as otherwise provided herein.

(iv) Expense Reimbursements. To the extent that any reimbursements payable pursuant to this Agreement are subject to the provisions of Section 409A of the Code, any such reimbursements payable to Executive pursuant to this Agreement shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) Installments. Any right to a series of installment payments pursuant to this Agreement is to be treated as a right to a series of separate payments. To the extent permitted under Section 409A of the Code, any separate payment or benefit under this Agreement or otherwise shall not be deemed "nonqualified deferred compensation" subject to Section 409A of the Code and Sections 3 or 4 of this Agreement to the extent provided in the exceptions in Treasury Regulation

Section 1.409A-1(b)(4), Section 1.409A-1(b)(9) or any other applicable exception or provision of Section 409A of the Code.

(b) Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Whole Agreement. This Agreement and the Proprietary Information Agreement represent the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior arrangements and understandings regarding same including, without limitation, any severance provisions of any offer letter agreement or employment agreement between Executive and the Company.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

INTERMOLECULAR, INC.

By:

Title:

Date:

EXECUTIVE

[NAME]

Date:

Certification of Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Bruce M. McWilliams, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Intermolecular, 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 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(s) 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, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 6, 2015

/s/ BRUCE M. MCWILLIAMS

Bruce M. McWilliams
President and Chief Executive Officer

Certification of Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, C. Richard Neely, Jr., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Intermolecular, 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 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(s) 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, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 6, 2015

/s/ C. RICHARD NEELY, JR.

C. Richard Neely, Jr.

Chief Financial Officer
