

---

**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 27, 2015**

**OR**

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

**Commission file number 001-04298**

**COHU, INC.**

*(Exact name of registrant as specified in its charter)*

**Delaware**

*(State or other jurisdiction of  
incorporation or organization)*

**95-1934119**

*(I.R.S. Employer Identification No.)*

**12367 Crosthwaite Circle, Poway, California**

*(Address of principal executive offices)*

**92064-6817**

*(Zip Code)*

**Registrant's telephone number, including area code (858) 848-8100**

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.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

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

As of June 27, 2015 the Registrant had 26,108,484 shares of its \$1.00 par value common stock outstanding.

---

---

**COHU, INC.**  
**INDEX**  
**FORM 10-Q**  
**JUNE 27, 2015**

<b><u>Part I</u></b>	<b>Financial Information</b>	<b><u>Page Number</u></b>
Item 1.	Financial Statements:	
	Condensed Consolidated Balance Sheets June 27, 2015 (unaudited) and December 27, 2014	3
	Condensed Consolidated Statements of Operations (unaudited) Three and Six Months Ended June 27, 2015 and June 28, 2014	4
	Condensed Consolidated Statements of Comprehensive Income (Loss) (unaudited) Three and Six Months Ended June 27, 2015 and June 28, 2014	5
	Condensed Consolidated Statements of Cash Flows (unaudited) Six Months Ended June 27, 2015 and June 28, 2014	6
	Notes to Unaudited Condensed Consolidated Financial Statements	7
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	17
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	23
Item 4.	Controls and Procedures	24
<b><u>Part II</u></b>	<b>Other Information</b>	
Item 1.	Legal Proceedings	25
Item 1A.	Risk Factors	25
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	31
Item 3.	Defaults Upon Senior Securities	31
Item 4.	Mine Safety Disclosures	31
Item 5.	Other Information	31
Item 6.	Exhibits	32
	Signatures	33

---

## Item 1.

**COHU, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(in thousands, except par value)

	June 27, 2015	December 27, 2014 *
	(Unaudited)	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 72,588	\$ 70,885
Short-term investments	1,453	1,155
Accounts receivable, net	69,784	70,490
Inventories:		
Raw materials and purchased parts	27,780	26,239
Work in process	18,766	19,044
Finished goods	6,667	3,917
	53,213	49,200
Refundable income taxes	114	1,012
Deferred income taxes	3,490	4,406
Other current assets	8,091	7,351
Current assets of discontinued operations (Note 2)	-	10,318
Total current assets	208,733	214,817
Property, plant and equipment, at cost:		
Land and land improvements	11,433	11,762
Buildings and building improvements	31,265	31,065
Machinery and equipment	32,254	32,356
	74,952	75,183
Less accumulated depreciation and amortization	(43,994)	(43,329)
Net property, plant and equipment	30,958	31,854
Goodwill	61,295	63,132
Intangible assets, net	30,160	33,087
Other assets	5,633	5,928
	<u>\$ 336,779</u>	<u>\$ 348,818</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 28,681	\$ 25,119
Accrued compensation and benefits	13,508	18,687
Accrued warranty	3,308	4,846
Deferred profit	7,648	6,941
Income taxes payable	4,516	3,133
Other accrued liabilities	6,099	6,969
Current liabilities of discontinued operations (Note 2)	-	2,783
Total current liabilities	63,760	68,478
Accrued retirement benefits	15,215	13,180
Deferred income taxes	9,687	11,062
Noncurrent income tax liabilities	7,046	7,321
Other accrued liabilities	1,904	1,003
Noncurrent liabilities of discontinued operations (Note 2)	-	706
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$1 par value; 1,000 shares authorized, none issued	-	-
Common stock, \$1 par value; 60,000 shares authorized, 26,108 shares issued and outstanding in 2015 and 25,692 shares in 2014	26,108	25,692
Paid-in capital	101,207	97,938
Retained earnings	128,231	134,152
Accumulated other comprehensive loss	(16,379)	(10,714)
Total stockholders' equity	<u>239,167</u>	<u>247,068</u>
	<u>\$ 336,779</u>	<u>\$ 348,818</u>

\*Derived from December 27, 2014 audited financial statements

The accompanying notes are an integral part of these statements.

**COHU, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Unaudited)  
(in thousands, except per share amounts)

	Three Months Ended		Six Months Ended	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
Net sales	\$ 75,211	\$ 74,299	\$ 138,658	\$ 134,469
Cost and expenses:				
Cost of sales	49,509	50,036	92,811	90,176
Research and development	7,731	8,884	16,296	18,348
Selling, general and administrative	13,811	12,473	26,083	25,860
	<u>71,051</u>	<u>71,393</u>	<u>135,190</u>	<u>134,384</u>
Income from operations	4,160	2,906	3,468	85
Interest and other, net	4	5	10	19
Income from continuing operations before taxes	4,164	2,911	3,478	104
Income tax provision	277	711	1,311	611
Income (loss) from continuing operations	3,887	2,200	2,167	(507)
Income (loss) from discontinued operations, net of tax (Note 2)	(3,959)	1,963	(4,979)	1,322
Net income (loss)	<u>\$ (72)</u>	<u>\$ 4,163</u>	<u>\$ (2,812)</u>	<u>\$ 815</u>
Income (loss) per share:				
Basic:				
Income (loss) from continuing operations	\$ 0.15	\$ 0.09	\$ 0.08	\$ (0.02)
Income (loss) from discontinued operations	(0.15)	0.07	(0.19)	0.05
Net income (loss)	<u>\$ 0.00</u>	<u>\$ 0.16</u>	<u>\$ (0.11)</u>	<u>\$ 0.03</u>
Diluted:				
Income (loss) from continuing operations	\$ 0.15	\$ 0.09	\$ 0.08	\$ (0.02)
Income (loss) from discontinued operations	(0.15)	0.07	(0.19)	0.05
Net income (loss)	<u>\$ 0.00</u>	<u>\$ 0.16</u>	<u>\$ (0.11)</u>	<u>\$ 0.03</u>
Weighted average shares used in computing				
Income (loss) per share:				
Basic	<u>26,059</u>	<u>25,324</u>	<u>25,905</u>	<u>25,223</u>
Diluted	<u>26,722</u>	<u>25,797</u>	<u>26,620</u>	<u>25,223</u>
Cash dividends declared per share	<u>\$ 0.06</u>	<u>\$ 0.06</u>	<u>\$ 0.12</u>	<u>\$ 0.12</u>

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

**COHU, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(Unaudited)  
(in thousands)

	<b>Three Months Ended</b>		<b>Six Months Ended</b>	
	<b>June 27, 2015</b>	<b>June 28, 2014</b>	<b>June 27, 2015</b>	<b>June 28, 2014</b>
Net income (loss)	\$ (72)	\$ 4,163	\$ (2,812)	\$ 815
Other comprehensive income (loss), net of tax				
Foreign currency translation adjustments	2,810	(380)	(5,533)	(95)
Adjustments related to postretirement benefits	(77)	(124)	(132)	(80)
Other comprehensive income (loss), net of tax	<u>2,733</u>	<u>(504)</u>	<u>(5,665)</u>	<u>(175)</u>
Comprehensive income (loss)	<u>\$ 2,661</u>	<u>\$ 3,659</u>	<u>\$ (8,477)</u>	<u>\$ 640</u>

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

**COHU, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)  
(in thousands)

	Six Months Ended	
	June 27, 2015	June 28, 2014
<b>Cash flows from operating activities:</b>		
Net income (loss)	\$ (2,812)	\$ 815
<b>Reconciliation of net income (loss) to net cash provided by (used in) operating activities:</b>		
Loss on disposal of microwave communications equipment business	3,010	-
Gain on disposal of video camera segment	-	(4,133)
Operating cash flows of discontinued operations	(1,039)	1,699
Depreciation and amortization	5,776	6,522
Share-based compensation expense	3,444	3,048
Deferred income taxes	(1,149)	(723)
Asset impairment charge	279	-
Other accrued liabilities	1,068	66
Changes in other assets	(158)	-
<b>Changes in current assets and liabilities, excluding effects from divestitures:</b>		
Accounts receivable	1,069	(13,317)
Inventories	(5,682)	(6,594)
Other current assets	908	(573)
Accounts payable	3,565	6,560
Deferred profit	787	3,490
Income taxes payable, including excess stock option exercise benefit	1,093	199
Accrued compensation, warranty and other liabilities	(6,409)	1,917
Net cash provided by (used in) operating activities	3,750	(1,024)
<b>Cash flows from investing activities, excluding effects from divestitures:</b>		
Cash received from sale of microwave communications equipment business	5,339	-
Cash received from sale of video camera business	-	9,886
Purchases of property, plant and equipment	(2,199)	(1,003)
Purchases of short-term investments	(453)	-
Sales and maturities of short-term investments	155	1,000
Changes in other assets	-	(102)
Investing cash flows of discontinued operations	(74)	(109)
Net cash provided by investing activities	2,768	9,672
<b>Cash flows from financing activities:</b>		
Cash dividends paid	(3,082)	(3,011)
Issuance of stock, net of repurchases	104	139
Net cash used in financing activities	(2,978)	(2,872)
Effect of exchange rate changes on cash and cash equivalents	(1,837)	525
Net increase in cash and cash equivalents	1,703	6,301
Cash and cash equivalents at beginning of period	70,885	51,668
Cash and cash equivalents at end of period	<u>\$ 72,588</u>	<u>\$ 57,969</u>
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid (refunded) for income taxes	\$ (534)	\$ 591
Inventory capitalized as property, plant and equipment	\$ 172	\$ 122
Dividends declared but not yet paid	\$ 1,566	\$ 1,524

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

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

**1. Summary of Significant Accounting Policies**

**Basis of Presentation**

Our fiscal years are based on a 52- or 53-week period ending on the last Saturday in December. The condensed consolidated balance sheet at December 27, 2014 has been derived from our audited financial statements at that date. The interim condensed consolidated financial statements as of June 27, 2015 (also referred to as “the second quarter of fiscal 2015” and “the first six months of fiscal 2015”) and June 28, 2014 (also referred to as “the second quarter of fiscal 2014” and “the first six months of fiscal 2014”) are unaudited. However, in management’s opinion, these financial statements reflect all adjustments (consisting only of normal, recurring items) necessary to provide a fair presentation of our financial position, results of operations and cash flows for the periods presented. The six-month periods ended June 27, 2015 and June 28, 2014 were each comprised of 13 and 26 weeks, respectively.

Our interim results are not necessarily indicative of the results that should be expected for the full year. For a better understanding of Cohu, Inc. and our financial statements, we recommend reading these interim condensed consolidated financial statements in conjunction with our audited financial statements for the year ended December 27, 2014, which are included in our 2014 Annual Report on Form 10-K, filed with the U. S. Securities and Exchange Commission (“SEC”). In the following notes to our interim condensed consolidated financial statements, Cohu, Inc. is referred to as “Cohu”, “we”, “our” and “us”.

Certain prior-period amounts in our condensed consolidated financial statements have been reclassified to conform to the current period presentation. These reclassifications have no effect on previously reported net income.

**Risks and Uncertainties**

We are subject to a number of risks and uncertainties that may significantly impact our future operating results. These risks and uncertainties are discussed under Item 1A. “Risk Factors” included in this Form 10-Q. Understanding these risks and uncertainties is integral to the review of our interim condensed consolidated financial statements.

**Discontinued Operations**

On June 10, 2015 we sold all of the outstanding stock of our mobile microwave communications equipment business, Broadcast Microwave Services, Inc. (“BMS”) and on June 6, 2014 we completed the sale of our video camera business, Cohu Electronics. The operating results of BMS and Cohu Electronics are being presented as discontinued operations and all prior period amounts have been reclassified accordingly. See Note 2, “Discontinued Operations” for additional information. Unless otherwise indicated, all amounts herein relate to continuing operations.

**Concentration of Credit Risk**

Financial instruments that potentially subject us to significant credit risk consist principally of cash equivalents, short-term investments and trade accounts receivable. We invest in a variety of financial instruments and, by policy, limit the amount of credit exposure with any one issuer.

Trade accounts receivable are presented net of allowance for doubtful accounts of \$0.1 million and \$0.2 million at June 27, 2015 and December 27, 2014, respectively. Our customers include semiconductor manufacturers and semiconductor test subcontractors located throughout many areas of the world. While we believe that our allowance for doubtful accounts is adequate and represents our best estimate at June 27, 2015, we will continue to monitor customer liquidity and other economic conditions, which may result in changes to our estimates regarding collectability.

**Goodwill, Other Intangible Assets and Long-lived Assets**

We evaluate goodwill for impairment annually and when an event occurs or circumstances change that indicate that the carrying value may not be recoverable. We test goodwill for impairment by first comparing the book value of net assets to the fair value of the reporting units. If the fair value is determined to be less than the book value, a second step is performed to compute the amount of impairment as the difference between the estimated fair value of goodwill and the carrying value. We estimated the fair values of our reporting units primarily using the income approach valuation methodology that includes the discounted cash flow method, taking into consideration the market approach and certain market multiples as a validation of the values derived using the discounted cash flow methodology. Forecasts of future cash flows are based on our best estimate of future net sales and operating expenses, based primarily on customer forecasts, industry trade organization data and general economic conditions.

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

We conduct our annual goodwill impairment test as of October 1st of each year. As of October 1, 2014, we concluded there was no impairment as the estimated fair value of our semiconductor equipment reporting unit exceeded its carrying value by approximately 35%.

Long-lived assets, other than goodwill, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Conditions that would necessitate an impairment assessment include a significant decline in the observable market value of an asset, a significant change in the extent or manner in which an asset is used, or any other significant adverse change that would indicate that the carrying amount of an asset or group of assets may not be recoverable. For long-lived assets, impairment losses are only recorded if the asset's carrying amount is not recoverable through its undiscounted, probability-weighted future cash flows. We measure the impairment loss based on the difference between the assets carrying amount and estimated fair value.

**Foreign Currency Translation**

Assets and liabilities of our wholly owned foreign subsidiaries that use the U.S. Dollar as their functional currency are translated using exchange rates in effect at the end of the period, except for nonmonetary assets, such as inventories and property, plant and equipment, which are translated using historical exchange rates. Revenues and costs are translated using average exchange rates for the period, except for costs related to those balance sheet items that are translated using historical exchange rates. Gains and losses on foreign currency transactions are recognized as incurred. Certain of our foreign subsidiaries have designated the local currency as their functional currency and, as a result, their assets and liabilities are translated at the rate of exchange at the balance sheet date, while revenue and expenses are translated using the average exchange rate for the period. During the three- and six-month periods ended June 27, 2015 we recognized approximately \$0.6 million and \$0.4 million of foreign exchange losses in our consolidated statement of operations, respectively. Gains and losses were not significant in any other period presented. Cumulative translation adjustments resulting from the translation of the financial statements are included as a separate component of stockholders' equity.

**Share-Based Compensation**

Share-based compensation expense related to stock options is recorded based on the fair value of the award on its grant date which we estimate using the Black-Scholes valuation model. Share-based compensation expense related to restricted stock unit awards is calculated based on the market price of our common stock on the grant date, reduced by the present value of dividends expected to be paid on our common stock prior to vesting of the restricted stock unit.

Reported share-based compensation is classified, in the condensed consolidated interim financial statements, as follows (*in thousands*):

	Three Months Ended		Six Months Ended	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
Cost of sales	\$ 198	\$ 190	\$ 313	\$ 265
Research and development	254	422	585	911
Selling, general and administrative	1,294	1,001	2,546	1,872
Total share-based compensation	1,746	1,613	3,444	3,048
Income tax benefit	(67)	(56)	(111)	(97)
Total share-based compensation, net	<u>\$ 1,679</u>	<u>\$ 1,557</u>	<u>\$ 3,333</u>	<u>\$ 2,951</u>



**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

**Income (Loss) Per Share**

Basic income (loss) per common share is computed by dividing net income (loss) by the weighted-average number of common shares outstanding during the reporting period. Diluted income (loss) per share includes the dilutive effect of common shares potentially issuable upon the exercise of stock options, vesting of outstanding restricted stock units and issuance of stock under our employee stock purchase plan using the treasury stock method. In loss periods, potentially dilutive securities are excluded from the per share computations due to their anti-dilutive effect. For purposes of computing diluted income (loss) per share, stock options with exercise prices that exceed the average fair market value of our common stock for the period are excluded. For the three and six months ended June 27, 2015, options to issue approximately 843,000 and 940,000 shares of common stock were excluded from the computation, respectively. For the three and six months ended June 28, 2014, options to issue approximately 2,231,000 and 2,257,000 shares of common stock were excluded from the computation, respectively.

The following table reconciles the denominators used in computing basic and diluted income (loss) per share (*in thousands*):

	Three Months Ended		Six Months Ended	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
Weighted average common shares	26,059	25,324	25,905	25,223
Effect of dilutive stock options	663	473	715	-
	<u>26,722</u>	<u>25,797</u>	<u>26,620</u>	<u>25,223</u>

Cohu has utilized the “control number” concept in the computation of diluted earnings per share to determine whether potential common stock instruments are dilutive. The control number used is income (loss) from continuing operations. The control number concept requires that the same number of potentially dilutive securities applied in computing diluted earnings per share from continuing operations be applied to all other categories of income or loss, regardless of their anti-dilutive effect on such categories. Therefore, no dilutive effect has been recognized in the calculation of income from discontinued operations per share for the six months ended June 28, 2014.

**Revenue Recognition**

Our revenue recognition policy is disclosed in Note 1 of the Notes to Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 27, 2014. As more fully described in that policy, revenue from products that have not previously satisfied customer acceptance requirements is recognized upon customer acceptance. The gross profit on sales that are not recognized is generally recorded as deferred profit and reflected as a current liability in our consolidated balance sheet.

At June 27, 2015, we had deferred revenue totaling approximately \$12.1 million and deferred profit of \$7.6 million. At December 27, 2014, we had deferred revenue totaling approximately \$10.7 million and deferred profit of \$6.9 million. The periodic increase is primarily a result of deferrals of revenue associated with product shipments made to our customers in accordance with our revenue recognition policy.

A small number of customers historically have been responsible for a significant portion of our net sales. Significant customer concentration information is as follows (*in thousands*):

	Three Months Ended		Six Months Ended	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
Customers individually accounting for more than 10% of net sales	two	three	two	three
Percentage of net sales	28%	39%	28%	39%

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

**Comprehensive Loss**

Our accumulated other comprehensive loss balance totaled approximately \$16.4 million and \$10.7 million at June 27, 2015 and December 27, 2014, respectively, and was attributed to all non-owner changes in stockholders' equity and consists of, on an after-tax basis where applicable, foreign currency adjustments resulting from the translation of certain of our subsidiary accounts where the functional currency is not the U.S. Dollar and adjustments related to postretirement benefits. Reclassification adjustments from accumulated other comprehensive income during the first six months of fiscal 2015 and 2014 were not significant.

**Retiree Medical Benefits**

We provide post-retirement health benefits to certain executives and directors under a noncontributory plan. The net periodic benefit cost incurred during the first six months of fiscal 2015 and 2014 was not significant.

**Recent Accounting Pronouncements**

*Recently Adopted Accounting Pronouncements* – In April 2014, the Financial Accounting Standards Board (“FASB”) issued new guidance on reporting discontinued operations and disclosures of disposals of components of an entity, which amends the existing definition of a discontinued operation and requires entities to disclose additional information about disposal transactions that do not meet the discontinued operations criteria. The guidance redefines a discontinued operation as a component or group of components of an entity that has been disposed of by sale or other than by sale or is classified as held for sale and represents a strategic shift that has a major effect on an entity’s operations and financial results. The guidance was effective prospectively for disposals or components classified as held for sale in periods on or after December 15, 2014 with early adoption permitted. Cohu elected to implement this new guidance in the second quarter of fiscal 2014 and the adoption did not have a material impact on our consolidated financial position, results of operations or cash flows.

*Recently Issued Accounting Pronouncements* – In May 2014, the FASB issued new guidance on revenue from contracts with customers. The amended guidance outlines a single comprehensive revenue model for entities to use in accounting for revenue arising from contracts with customers. The guidance supersedes most current revenue recognition guidance, including industry-specific guidance. The core principle of the revenue model is that “an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.” Entities have the option of using either a full retrospective or modified approach to adopt the guidance. This guidance is effective for fiscal years, and interim reporting periods within those years, beginning after December 15, 2016. In April 2015, the FASB agreed to propose a one-year deferral of the revenue recognition standard's effective date for all entities, which would change the effectiveness to annual reporting periods beginning after December 15, 2017, with the option to adopt as early as December 15, 2016. We are currently evaluating the impact of the new guidance on our financial statements and have not yet determined which transition method we will utilize upon adoption or the potential impact of this new guidance on our consolidated financial statements.

In August 2014, the FASB issued new guidance on going concern, which requires management to evaluate whether there is substantial doubt about an entity’s ability to continue as a going concern and to provide related footnote disclosures in certain circumstances. This guidance is effective for annual and interim periods beginning after December 15, 2016 with early adoption permitted. We do not believe the adoption of this guidance will have a material impact on our consolidated financial statements.

On April 15, 2015, the FASB issued an amendment to the accounting guidance that provides a practical expedient to companies whose fiscal year end does not coincide with a calendar month-end. The practical expedient permits the entity to measure defined benefit plan assets and obligations using the calendar month-end that is closest to the entity’s fiscal year-end and apply the practical expedient consistently from year to year. The standard is effective for annual reporting periods beginning after December 15, 2015 with early adoption permitted. We do not believe the adoption of this guidance will have a material impact on our consolidated financial statements.

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

**2. Discontinued Operations**

We have finalized the sale of our two non-core businesses, BMS and Cohu Electronics. In June 2015, we sold all of the outstanding stock of BMS for \$8.0 million, comprised of a \$5.5 million in cash and up to \$2.5 million of contingent consideration. The sales price is subject to a working capital adjustment and, as a result, adjustments to the loss from sale reported below are possible. In June 2014, we sold substantially all the assets of our video camera business, Cohu Electronics for \$9.5 million in cash and \$0.5 million in contingent consideration. Our decision to sell these businesses resulted from management's determination that they were no longer a strategic fit within our organization.

As part of the divestiture of BMS at June 27, 2015 we recorded a \$0.2 million, long-term contingent consideration receivable that has been classified as Level 3 in the fair value hierarchy. See Note 4, "Financial Instruments Measured at Fair Value" for additional information on the three-tier fair value hierarchy. The contingent consideration represents the estimated fair value of future payments we are due based on BMS achieving annual revenue targets in certain years as specified in the sale agreement. We determined the initial value of the contingent consideration by using the Monte Carlo simulation model and any future changes to the fair value of the contingent consideration will be recognized in earnings.

Balance sheet information for BMS presented as discontinued operations is summarized as follows (*in thousands*):

	June 27, 2015	December 27, 2014
<b>Assets:</b>		
Accounts receivable, net	\$ -	\$ 3,156
Inventories	-	6,345
Other current assets	-	817
<b>Total assets</b>	<b>\$ -</b>	<b>\$ 10,318</b>
<b>Liabilities:</b>		
Deferred Profit	\$ -	\$ 504
Other accrued current liabilities	-	2,279
<b>Total current liabilities</b>	<b>-</b>	<b>2,783</b>
Noncurrent liabilities	-	706
<b>Total liabilities</b>	<b>\$ -</b>	<b>\$ 3,489</b>

Operating results of our discontinued operations is summarized as follows (*in thousands*):

	Three Months Ended		Six Months Ended	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
<b>Net sales:</b>				
Mobile microwave equipment segment	\$ 2,344	\$ 3,551	\$ 6,965	\$ 8,245
Video camera segment	-	1,907	-	5,460
	<u>\$ 2,344</u>	<u>\$ 5,458</u>	<u>\$ 6,965</u>	<u>\$ 13,705</u>
<b>Operating loss before income taxes:</b>				
Mobile microwave equipment segment	(1,049)	(1,861)	(1,963)	(2,464)
Video camera segment	-	(363)	-	(242)
	<u>(1,049)</u>	<u>(2,224)</u>	<u>(1,963)</u>	<u>(2,706)</u>
Loss from sale of BMS	(2,910)	-	(3,010)	-
Gain from sale of Cohu Electronics	-	4,248	-	4,133
<b>Income (loss) before taxes</b>	<b>(3,959)</b>	<b>2,024</b>	<b>(4,973)</b>	<b>1,427</b>
Income tax provision	-	61	6	105
<b>Income (loss), net of tax</b>	<b>\$ (3,959)</b>	<b>\$ 1,963</b>	<b>\$ (4,979)</b>	<b>\$ 1,322</b>

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

In connection with the divestiture of our two non-core business segments we incurred divestiture-related costs that would not have been incurred otherwise. These costs consist of legal and investment banking advisory services, success based compensation arrangements and certain other items that are incremental to normal operating charges and were expensed as incurred. These costs are included in the gain (loss) from sale amounts presented above. For the three and six months ended June 27, 2015 divestiture-related costs associated with the sale of BMS totaled \$0.9 million and \$1.0 million, respectively, and for the three and six months ended June 28, 2014 divestiture-related costs associated with the sale of Cohu Electronics totaled \$0.7 million and \$0.8 million, respectively.

**3. Goodwill and Other Purchased Intangible Assets**

Changes in the carrying value of goodwill during the year ended December 27, 2014 and the six-month period ended June 27, 2015 were as follows (*in thousands*):

	Goodwill
Balance, December 28, 2013	\$ 67,983
Impact of currency exchange	(4,851)
Balance, December 27, 2014	63,132
Impact of currency exchange	(1,837)
Balance, June 27, 2015	<u>\$ 61,295</u>

Purchased intangible assets, subject to amortization are as follows (*in thousands*):

	June 27, 2015			December 27, 2014	
	Gross Carrying Amount	Accumulated Amortization	Remaining Useful Life (years)	Gross Carrying Amount	Accumulated Amortization
Rasco technology	\$ 27,372	\$ 22,479	1.5	\$ 29,845	\$ 22,616
Ismeca technology	28,575	9,095	5.5	27,014	6,879
	<u>\$ 55,947</u>	<u>\$ 31,574</u>		<u>\$ 56,859</u>	<u>\$ 29,495</u>

Amortization expense related to intangible assets was approximately \$1.7 million in the second quarter of fiscal 2015 and \$3.5 million in the first six months of fiscal 2015. Amortization expense related to intangible assets was approximately \$2.0 million in the second quarter of fiscal 2014 and \$4.0 million in the first six months of fiscal 2014. The amounts included in the table above for the period ended June 27, 2015 exclude approximately \$1.9 million and \$3.9 million, for trade names of Rasco and Ismeca, respectively. For the period ended December 27, 2014 these amounts were approximately \$2.1 million and \$3.6 million for Rasco and Ismeca, respectively. The trade names were determined to have an indefinite life and are not currently being amortized. Changes in the carrying values of these intangible assets are a result of the impact of fluctuations in currency exchange rates.

**4. Financial Instruments Measured at Fair Value**

Our cash, cash equivalents, and short-term investments consisted primarily of cash and other investment grade securities. We do not hold investment securities for trading purposes. All short-term investments are classified as available-for-sale and recorded at fair value. Investment securities are exposed to market risk due to changes in interest rates and credit risk and we monitor credit risk and attempt to mitigate exposure by making high-quality investments and through investment diversification.

Gains and losses on investments are calculated using the specific-identification method and are recognized during the period in which the investment is sold or when an investment experiences an other-than-temporary decline in value. Factors that could indicate an impairment exists include, but are not limited to: earnings performance, changes in credit rating or adverse changes in the regulatory or economic environment of the asset. Gross realized gains and losses on sales of short-term investments are included in interest income. Realized gains and losses for the periods presented were not significant.

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

Investments that we have classified as short-term, by security type, are as follows (*in thousands*):

	June 27, 2015			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Foreign government security	\$ 453	\$ -	\$ -	\$ 453
Bank certificates of deposit	1,000	-	-	1,000
	<u>\$ 1,453</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,453</u>

  

	December 27, 2014			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Municipal securities	\$ 155	\$ -	\$ -	\$ 155
Bank certificates of deposit	1,000	-	-	1,000
	<u>\$ 1,155</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,155</u>

Effective maturities of short-term investments are as follows (*in thousands*):

	June 27, 2015		December 27, 2014	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
Due in one year or less	\$ 1,453	\$ 1,453	\$ 1,155	\$ 1,155

Accounting standards pertaining to fair value measurements establish a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. When available, we use quoted market prices to determine the fair value of our investments, and they are included in Level 1. When quoted market prices are unobservable, we use quotes from independent pricing vendors based on recent trading activity and other relevant information, and they are included in Level 2.

The following table summarizes, by major security type, our assets that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy (*in thousands*):

	Fair value measurements at June 27, 2015 using:			
	Level 1	Level 2	Level 3	Total estimated fair value
Cash	\$ 67,594	\$ -	\$ -	\$ 67,594
Money market funds	-	4,994	-	4,994
Bank certificates of deposit	-	1,000	-	1,000
Foreign government security	-	453	-	453
	<u>\$ 67,594</u>	<u>\$ 6,447</u>	<u>\$ -</u>	<u>\$ 74,041</u>

  

	Fair value measurements at December 27, 2014 using:			
	Level 1	Level 2	Level 3	Total estimated fair value
Cash	\$ 66,467	\$ -	\$ -	\$ 66,467
Municipal securities	-	155	-	155
Money market funds	-	4,418	-	4,418
Bank certificates of deposit	-	1,000	-	1,000
	<u>\$ 66,467</u>	<u>\$ 5,573</u>	<u>\$ -</u>	<u>\$ 72,040</u>

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

**5. Employee Stock Benefit Plans**

Our 2005 Equity Incentive Plan is a broad-based, long-term retention program intended to attract, motivate, and retain talented employees as well as align stockholder and employee interests. Awards that may be granted under the program include, but are not limited to, non-qualified and incentive stock options, restricted stock units, and performance-based stock units. We settle employee stock option exercises, ESPP purchases, and the vesting of restricted stock units, and performance-based stock units with newly issued common shares. On May 12, 2015 our stockholders approved an amendment to the 2005 Equity Plan which increased the number of shares that may be issued under the Plan by 1,500,000 shares. Subsequent to this amendment, at June 27, 2015, there were 2,203,876 shares available for future equity grants under the 2005 Equity Incentive Plan. We have historically issued new shares of our common stock upon share option exercise.

**Stock Options**

Stock options may be granted to employees, consultants and directors to purchase a fixed number of shares of our common stock. The exercise prices of options granted are at least equal to the fair market value of our common stock on the dates of grant and options generally vest and become exercisable after one year or in four annual increments beginning one year after the date of grant. Stock options granted under the program have a maximum contractual term of ten years.

At June 27, 2015, we had 2,092,789 stock options outstanding. These options had a weighted-average exercise price of \$11.28 per share, an aggregate intrinsic value of approximately \$5.6 million and the weighted average remaining contractual term was approximately 4.8 years.

At June 27, 2015, we had 1,765,527 stock options outstanding that were exercisable. These options had a weighted-average exercise price of \$11.50 per share, an aggregate intrinsic value of \$4.5 million and the weighted average remaining contractual term was approximately 4.3 years.

**Restricted Stock Units**

We issue restricted stock units to certain employees, consultants and directors. Restricted stock units vest over either a one-year or a four-year period from the date of grant. Prior to vesting, restricted stock units do not have dividend equivalent rights, do not have voting rights and the shares underlying the restricted stock units are not considered issued and outstanding.

In the six months ended June 27, 2015, we awarded restricted stock units covering 473,101 shares of our common stock to employees and at June 27, 2015, we had 1,112,477 restricted stock units outstanding with an aggregate intrinsic value of approximately \$14.7 million and the weighted average remaining vesting period was approximately 1.7 years.

**Equity-Based Performance Stock Units**

In March 2012, we began granting equity-based performance units covering shares of our common stock to certain employees. The number of shares of stock ultimately issued will depend upon the extent to which certain financial performance goals set by our Board of Directors are met during the one-year award measurement period. Based upon the level of achievement of performance goals the number of shares we ultimately issue can range from 0% up to 150% of the number of shares under each grant which vest over 3 years from the date of initial grant. In 2014, we began awarding equity-based performance stock units to senior executives with vesting that is contingent on the level of achievement of certain performance goals, market return and continued service ("market-based PSUs") and in 2015, the market-based PSUs granted are only subject to certain adjustments resulting from performance of Cohu's Relative Total Shareholder Return ("TSR") to a selected peer group over a two-year measurement period following the date of grant based on the percentage by which our TSR exceeds or falls below the selected peer group. Market-based PSUs earned will vest at the rate of 50% on the second and third anniversary of their grant. We estimated the fair value of market-based PSUs using a Monte Carlo simulation model on the date of grant. Compensation expense is recognized ratably over the measurement period of each vesting tranche based on our current assessment of achievement of the performance goals. New shares of our common stock will be issued on the date the equity-based performance units vest.

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

In the six months ended June 27, 2015, we awarded 156,370 market-based performance stock units to senior executives, and at June 27, 2015, we had 376,374 PSUs and market based PSUs outstanding with an aggregate intrinsic value of approximately \$5.0 million and the weighted average remaining vesting period was approximately 1.6 years.

**Employee Stock Purchase Plan (ESPP)**

The Cohu, Inc. 1997 Employee Stock Purchase Plan (“the Plan”) provides for the issuance of shares of our common stock. Under the Plan, eligible employees may purchase shares of Cohu common stock through payroll deductions at a price equal to 85 percent of the lower of the fair market value of Cohu common stock at the beginning or end of each 6-month purchase period, subject to certain limits. On May 12, 2015 our stockholders approved an amendment to the Plan which increased the number of shares that may be issued under the Plan by 750,000 shares. During the three-month period ended June 27, 2015, 69,270 shares of our common stock were sold to our employees under the Plan leaving 864,321 shares available for future issuance.

**6. Income Taxes**

Ordinarily, interim tax provisions are calculated using the estimated effective tax rate (“ETR”) expected to be applicable for the full fiscal year. However, when a reliable estimate of the annual ETR cannot be made, the actual ETR for the year-to-date period may be the best estimate of the annual ETR. For the three and six months ended June 27, 2015 and June 28, 2014 we used the actual year-to-date ETR in computing our tax provision, as a reliable estimate of the annual ETR cannot be made, since relatively small changes in our projected income produce a significant variation in our ETR. The actual year-to-date ETR on income from continuing operations for the three months ended June 27, 2015 and June 28, 2014, was 6.7% and 24.4%, respectively, and for the six months ended June 27, 2015 and June 28, 2014 was 37.7% and 587.5%, respectively. The tax provision on income from continuing operations in 2015 and 2014 differs from the U.S. federal statutory rate primarily due to the lack of a provision (benefit) on our domestic income (losses) as a result of our valuation allowance on deferred tax assets, foreign income taxed at lower rates, changes in our deferred tax asset valuation allowance, state taxes and changes and interest related to unrecognized tax benefits.

There was no material change to our unrecognized tax benefits and interest accrued related to unrecognized tax benefits during the three or six month periods ended June 27, 2015 and June 28, 2014.

**7. Contingencies**

From time-to-time we are involved in various legal proceedings, examinations by various tax authorities and claims that have arisen in the ordinary course of our businesses. The outcome of any litigation is inherently uncertain. While there can be no assurance, we do not believe at the present time that the resolution of such matters will have a material adverse effect on our assets, financial position or results of operations.

**8. Guarantees**

Our products are generally sold with warranty periods that range from 12 to 36 months following sale or acceptance. Parts and labor are covered under the terms of the warranty agreement. The warranty provision is based on historical and projected experience by product and configuration. Changes in accrued warranty were as follows (*in thousands*):

	Three Months Ended		Six Months Ended	
	June 27, 2015	June 28, 2014	June 27, 2015	June 28, 2014
Balance at beginning of period	\$ 5,351	\$ 4,408	\$ 5,848	\$ 4,673
Warranty expense accruals	1,928	1,065	3,195	2,242
Warranty payments	(2,067)	(1,229)	(3,831)	(2,671)
Balance at end of period	<u>\$ 5,212</u>	<u>\$ 4,244</u>	<u>\$ 5,212</u>	<u>\$ 4,244</u>

Accrued warranty amounts expected to be incurred after one year are included in non-current other accrued liabilities in the condensed consolidated balance sheet. These amounts total \$1.9 million at June 27, 2015 and \$1.1 million at December 27, 2014. Prior-period long-term accrued warranty amounts have been reclassified to a long term liability in the December 31, 2014 balance sheet to conform to the current period presentation. This reclassification had no effect on previously reported net income and is considered immaterial.

**Cohu, Inc.**  
**Notes to Unaudited Condensed Consolidated Financial Statements**  
**June 27, 2015**

From time-to-time, during the ordinary course of business, we provide standby letters of credit for certain contingent liabilities under contractual arrangements, including customer contracts. As of June 27, 2015, the maximum potential amount of future payments that Cohu could be required to make under these standby letters of credit was approximately \$0.2 million. We have not recorded any liability in connection with these guarantee arrangements beyond that required to appropriately account for the underlying transaction being guaranteed. We do not believe, based on historical experience and information currently available, that it is probable that any amounts will be required to be paid under these arrangements.



**Cohu, Inc.**  
**Management's Discussion and Analysis of Financial Condition and Results of Operations**  
**June 27, 2015**

*This Form 10-Q contains certain forward-looking statements including expectations of market conditions, challenges and plans, within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and is subject to the Safe Harbor provisions created by that statute. Such forward-looking statements are based on management's current expectations and beliefs, including estimates and projections about our business and include, but are not limited to, statements concerning financial position, business strategy, and plans or objectives for future operations. Forward-looking statements are not guarantees of future performance, and are subject to certain risks, uncertainties, and assumptions that are difficult to predict and may cause actual results to differ materially from management's current expectations. Such risks and uncertainties include those set forth in this Quarterly Report on Form 10-Q and our 2014 Annual Report on Form 10-K under the heading "Item 1A. Risk Factors". The forward-looking statements in this report speak only as of the time they are made, and do not necessarily reflect management's outlook at any other point in time. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events, or for any other reason, however, readers should carefully review the risk factors set forth in other reports or documents we file from time to time with the SEC after the date of this Quarterly Report.*

## **OVERVIEW**

Cohu is a leading supplier of semiconductor test and inspection handlers, micro-electro mechanical system (MEMS) test modules, test contactors and thermal sub-systems used by global semiconductor manufacturers and test subcontractors. Our business is significantly dependent on capital expenditures by semiconductor manufacturers and test subcontractors, which in turn is dependent on the current and anticipated market demand for semiconductors that is subject to cyclical trends. We expect that the semiconductor equipment industry will continue to be cyclical and volatile in part because consumer electronics, the principal end market for integrated circuits, is a highly dynamic industry and demand is difficult to accurately predict.

Orders for semiconductor test and assembly equipment as reported by Semiconductor Equipment and Materials International (SEMI) reached a plateau in April 2015 and back-end equipment orders were down 15% sequentially in the second quarter of 2015. Consistent with the broader market, our orders were also down. Utilization levels of back-end equipment remain high and we believe the slowdown in orders is a momentary pause in the market as our customers digest test capacity added in 2014. Additionally, some customers are being cautious due to macro-economic environment uncertainty in Europe and China that affects consumer confidence and spending. Despite the near term market softness, we remain optimistic about the long-term prospects for the semiconductor equipment industry due to the increasing technological functionality of mobile devices, growing integrated circuit content in automotive, consumer and industrial applications, and the projected adoption of high brightness LEDs in general lighting. We are focused on working to gain market share and to expand into adjacent verticals of test contactors and wafer level package test.

## **Application of Critical Accounting Estimates and Policies**

Our discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosure of contingent assets and liabilities. We base our estimates on historical experience, forecasts and on various other assumptions that are believed to be reasonable under the circumstances, however actual results may differ from those estimates under different assumptions or conditions. The methods, estimates and judgments we use in applying our accounting policies have a significant impact on the results we report in our financial statements. Some of our accounting policies require us to make difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain.

Our critical accounting estimates that we believe are the most important to an investor's understanding of our financial results and condition and require complex management judgment include:

- revenue recognition, including the deferral of revenue on sales to customers, which impacts our results of operations;
- estimation of valuation allowances and accrued liabilities, specifically product warranty, inventory reserves and allowance for bad debts, which impact gross margin or operating expenses;
- the recognition and measurement of current and deferred income tax assets and liabilities, unrecognized tax benefits and the valuation allowance on deferred tax assets, which impact our tax provision;
- the assessment of recoverability of long-lived assets including goodwill and other intangible assets, which primarily impacts gross margin or operating expenses if we are required to record impairments of assets or accelerate their depreciation or amortization; and
- the valuation and recognition of share-based compensation, which impacts gross margin, research and development expense, and selling, general and administrative expense.

**Cohu, Inc.**  
**Management's Discussion and Analysis of Financial Condition and Results of Operations**  
**June 27, 2015**

Below, we discuss these policies further, as well as the estimates and judgments involved. We also have other policies that we consider key accounting policies; however, these policies typically do not require us to make estimates or judgments that are difficult or subjective.

**Revenue Recognition:** We generally recognize revenue upon shipment and title passage for established products (i.e., those that have previously satisfied customer acceptance requirements) that provide for full payment tied to shipment. Revenue for products that have not previously satisfied customer acceptance requirements or from sales where customer payment dates are not determinable is recognized upon customer acceptance. In certain instances, customer payment terms may provide that a minority portion (e.g. 20%) of the equipment purchase price be paid only upon customer acceptance. In those situations, the majority portion (e.g. 80%) of revenue where payment is tied to shipment and the entire product cost of sale are recognized upon shipment and passage of title and the minority portion of the purchase price related to customer acceptance is deferred and recognized upon receipt of customer acceptance. For arrangements containing multiple elements the revenue relating to the undelivered elements is deferred using the relative selling price method utilizing estimated sales prices until delivery of the deferred elements. We limit the amount of revenue recognition for delivered elements to the amount that is not contingent on the future delivery of products or services, future performance obligations or subject to customer-specified return or adjustment. On shipments where sales are not recognized, gross profit is generally recorded as deferred profit in our consolidated balance sheet representing the difference between the receivable recorded and the inventory shipped.

**Accounts Receivable:** We maintain an allowance for doubtful accounts for estimated losses resulting from the inability of our customers to make required payments. If the financial condition of our customers deteriorates, resulting in an impairment of their ability to make payments, additional allowances may be required.

**Inventory:** The valuation of inventory requires us to estimate obsolete or excess inventory as well as inventory that is not of saleable quality. The determination of obsolete or excess inventory requires us to estimate the future demand for our products. The demand forecast is a direct input in the development of our short-term manufacturing plans. We record valuation reserves on our inventory for estimated excess and obsolete inventory and lower of cost or market concerns equal to the difference between the cost of inventory and the estimated market value based upon assumptions about future product demand, market conditions and product selling prices. If future product demand, market conditions or product selling prices are less than those projected by management or if continued modifications to products are required to meet specifications or other customer requirements, increases to inventory reserves may be required which would have a negative impact on our gross margin.

**Income Taxes:** We estimate our liability for income taxes based on the various jurisdictions where we conduct business. This requires us to estimate our (i) current taxes; (ii) temporary differences that result from differing treatment of certain items for tax and accounting purposes and (iii) unrecognized tax benefits. Temporary differences result in deferred tax assets and liabilities that are reflected in the consolidated balance sheet. The deferred tax assets are reduced by a valuation allowance if, based upon all available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. Establishing, reducing or increasing a valuation allowance in an accounting period generally results in an increase or decrease in tax expense in the statement of operations. We must make significant judgments to determine the provision for income taxes, deferred tax assets and liabilities, unrecognized tax benefits and any valuation allowance to be recorded against deferred tax assets. Our gross deferred tax asset balance as of June 27, 2015 was approximately \$47.9 million, with a valuation allowance of approximately \$40.9 million. Our deferred tax assets consist primarily of reserves and accruals that are not yet deductible for tax and tax credit and net operating loss carryforwards.

**Goodwill, Purchased Intangible Assets and Other Long-lived Assets:** We evaluate goodwill for impairment annually and when an event occurs or circumstances change that indicate that the carrying value may not be recoverable. We test goodwill for impairment by first comparing the book value of net assets to the fair value of the reporting units. If the fair value is determined to be less than the book value, a second step is performed to compute the amount of impairment as the difference between the estimated fair value of goodwill and the carrying value. We estimated the fair values of our reporting units primarily using the income approach valuation methodology that includes the discounted cash flow method, taking into consideration the market approach and certain market multiples as a validation of the values derived using the discounted cash flow methodology. Forecasts of future cash flows are based on our best estimate of future net sales and operating expenses, based primarily on customer forecasts, industry trade organization data and general economic conditions.

We conduct our annual goodwill impairment test as of October 1st of each year. As of October 1, 2014, we concluded there was no impairment as the estimated fair value of our reporting unit exceeded its carrying value by approximately 35%.

**Cohu, Inc.**  
**Management's Discussion and Analysis of Financial Condition and Results of Operations**  
**June 27, 2015**

Long-lived assets, other than goodwill, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Conditions that would necessitate an impairment assessment include a significant decline in the observable market value of an asset, a significant change in the extent or manner in which an asset is used, or any other significant adverse change that would indicate that the carrying amount of an asset or group of assets may not be recoverable. For long-lived assets, impairment losses are only recorded if the asset's carrying amount is not recoverable through its undiscounted, probability-weighted future cash flows. We measure the impairment loss based on the difference between the carrying amount and estimated fair value.

**Warranty:** We provide for the estimated costs of product warranties in the period sales are recognized. Our warranty obligation estimates are affected by historical product shipment levels, product performance and material and labor costs incurred in correcting product performance problems. Should product performance, material usage or labor repair costs differ from our estimates, revisions to the estimated warranty liability would be required.

**Contingencies:** We are subject to certain contingencies that arise in the ordinary course of our businesses which require us to assess the likelihood that future events will confirm the existence of a loss or an impairment of an asset. If a loss or asset impairment is probable and the amount of the loss or impairment is reasonably estimable, we accrue a charge to operations in the period such conditions become known.

**Share-based Compensation:** Share-based compensation expense related to stock options is recorded based on the fair value of the award on its grant date, which we estimate using the Black-Scholes valuation model. Share-based compensation expense related to restricted stock unit awards is calculated based on the market price of our common stock on the grant date, reduced by the present value of dividends expected to be paid on our common stock prior to vesting of the restricted stock unit. Share-based compensation on performance stock units with market-based goals is calculated using a Monte Carlo simulation model on the date of the grant.

**Recent Accounting Pronouncements**

For a description of accounting changes and recent accounting pronouncements, including the expected dates of adoption and estimated effects, if any, on our consolidated financial statements, see Note 1, "Recent Accounting Pronouncements" in Part I, Item 1 of this Form 10-Q.

**RESULTS OF OPERATIONS**

In June 2015, we sold our mobile microwave communications equipment business and in June 2014, we sold our video camera business. The operating results of these businesses are being presented as discontinued operations and all prior period amounts have been reclassified. Unless otherwise indicated the discussion below covers the comparative results from continuing operations.

The following table summarizes certain operating data as a percentage of net sales:

	<b>Three Months Ended</b>		<b>Six Months Ended</b>	
	<b>June 27, 2015</b>	<b>June 28, 2014</b>	<b>June 27, 2015</b>	<b>June 28, 2014</b>
Net sales	100.0%	100.0%	100.0%	100.0%
Cost of sales	(65.8)	(67.3)	(66.9)	(67.1)
Gross margin	34.2	32.7	33.1	32.9
Research and development	(10.3)	(12.0)	(11.8)	(13.6)
Selling, general and administrative	(18.4)	(16.8)	(18.8)	(19.2)
Income from operations	5.5%	3.9%	2.5%	0.1%

**Second Quarter of Fiscal 2015 Compared to Second Quarter of Fiscal 2014**

**Net Sales**

Net sales increased 1.2% to \$75.2 million in 2015, compared to net sales of \$74.3 million in 2014. In both 2015 and 2014 our sales were broad based across our product offerings. Sales in 2015 were driven by demand for test equipment used by automotive, mobile, consumer, discrete and industrial semiconductor customers. Sales in 2014 were driven by demand for equipment used by automotive, consumer and industrial power customers and demand for equipment used for processing discrete components and LEDs.

**Cohu, Inc.**  
**Management's Discussion and Analysis of Financial Condition and Results of Operations**  
**June 27, 2015**

***Gross Margin***

Gross margin consists of net sales less cost of sales. Cost of sales consists primarily of the materials, assembly and test labor and overhead from operations. Our gross margin can fluctuate due to a number of factors, including, but not limited to, the mix of products sold, product support costs, inventory reserve adjustments, and utilization of manufacturing capacity. Our gross margin, as a percentage of net sales, increased to 34.2% in 2015 from 32.7% in 2014. In 2015, our gross margin continues to benefit from the transition of our supply chain and manufacturing activities to Asia and lower charges to cost of sales for amortization of purchased intangible assets and excess, obsolete and lower of cost or market inventory adjustments.

We compute the majority of our excess and obsolete inventory reserve requirements using a one-year inventory usage forecast. In the second quarter of 2015 we recorded charges to cost of sales of approximately \$0.8 million for excess and obsolete inventory. In the second quarter of fiscal 2014, we recorded charges to cost of sales of approximately \$1.1 million for excess and obsolete inventory. While we believe our reserves for excess and obsolete inventory and lower of cost or market concerns are adequate to cover known exposures at June 27, 2015, reductions in customer forecasts or continued modifications to products, as a result of our failure to meet specifications or other customer requirements, may result in additional charges to operations that could negatively impact our gross margin in future periods.

***Research and Development Expense ("R&D Expense")***

R&D expense consists primarily of salaries and related costs of employees engaged in ongoing research, product design and development activities, costs of engineering materials and supplies and professional consulting expenses. R&D expense was \$7.7 million or 10.3% of net sales in 2015, compared to \$8.9 million or 12.0% in 2014. The decrease in costs in 2015 has resulted from product development programs that have concluded or are nearing completion as planned, headcount reductions made in 2015 and cost control measures.

***Selling, General and Administrative Expense ("SG&A Expense")***

SG&A expense consists primarily of salaries and benefit costs of employees, commission expense for independent sales representatives, product promotion and costs of professional services. SG&A expense was \$13.8 million or 18.4% in 2015, compared to \$12.5 million or 16.8% in 2014. In 2015, incrementally, we incurred an additional \$0.3 million in share-based compensation expense and an additional \$0.1 million of costs associated with transitioning our manufacturing to Asia. SG&A expense in the second fiscal quarter of 2015 was also impacted by the strengthening of the Swiss Franc against the U.S. Dollar which resulted in the recognition of \$0.6 million foreign currency translation loss in operations. In the corresponding period of 2014 we recorded a foreign currency translation gain of approximately \$0.1 million.

***Income Taxes***

Ordinarily, interim tax provisions are calculated using the estimated effective tax rate ("ETR") expected to be applicable for the full fiscal year. However, when a reliable estimate of the annual ETR cannot be made, the actual ETR for the year-to-date period may be the best estimate of the annual ETR. For the three months ended June 27, 2015 and June 28, 2014 we used the actual year-to-date ETR in computing our tax provision, as a reliable estimate of the annual ETR cannot be made, since relatively small changes in our projected income produce a significant variation in our ETR. The actual year-to-date ETR on income from continuing operations for the three months ended June 27, 2015 and June 28, 2014, was 6.7% and 24.4%, respectively. The tax provision on income from continuing operations in 2015 and 2014 differs from the U.S. federal statutory rate primarily due to the lack of a provision (benefit) on our domestic income (losses) as a result of our valuation allowance on deferred tax assets, foreign income taxed at lower rates, changes in our deferred tax asset valuation allowance, state taxes and changes and interest related to unrecognized tax benefits.

There was no material change to our unrecognized tax benefits and interest accrued related to unrecognized tax benefits during the three months ended June 27, 2015.

***Income from Continuing Operations and Net Income***

As a result of the factors set forth above, our income from continuing operations was \$3.9 million in 2015, compared to \$2.2 million in 2014. Including the results of our discontinued mobile microwave communication equipment business, which included a loss on sale of \$2.9 million, our net loss in the second fiscal quarter of 2015 was \$0.1 million. In 2014, which includes the results of both our discontinued businesses and a \$4.2 million gain from the sale of Cohu Electronics, our net income was \$4.2 million.

**Cohu, Inc.**  
**Management's Discussion and Analysis of Financial Condition and Results of Operations**  
**June 27, 2015**

**First Six Months of Fiscal 2015 Compared to First Six Months of Fiscal 2014**

***Net Sales***

Our consolidated net sales increased 3.1% to \$138.7 million in 2015, compared to net sales of \$134.5 million in 2014. In both 2015 and 2014 our sales were broad based across our product offerings. Sales in 2015 have been driven by demand for test equipment used by automotive, mobile, consumer, discrete and industrial semiconductor customers. Sales in 2014 were driven by demand for equipment used by automotive, consumer and industrial power customers and demand for equipment used for processing discrete components and LEDs.

***Gross Margin***

Our gross margin, as a percentage of net sales, increased to 33.1% in 2015 from 32.9% in 2014. Current year gross margin has benefited from lower charges for excess and obsolete inventory adjustments. During the first six months of fiscal 2015 and 2014 we recorded net charges to cost of sales of approximately \$1.1 million and \$2.3 million for excess and obsolete inventory, respectively. Additionally, in the first six months of 2015 our gross margin also benefitted from \$0.4 million in lower incremental charges to cost of sales for amortization of purchased intangibles assets as a result of changes in foreign currency exchange rates.

***R&D Expense***

R&D expense was \$16.3 million or 11.8% of net sales in 2015, compared to \$18.3 million or 13.6% in 2014. The decrease in R&D spending during the first six months of 2015 has resulted from product development programs that have concluded or are nearing completion as planned, headcount reductions made in 2015 and strict cost control.

***SG&A Expense***

SG&A expense was \$26.1 million or 18.8% of net sales in 2015, compared to \$25.9 million or 19.2% in 2014. SG&A expense in the first six months of 2015 was negatively impacted by the strengthening of the Swiss Franc against the U.S. Dollar which resulted in the recognition of \$0.4 million foreign currency translation loss in operations. In the corresponding period of 2014 our foreign currency translation loss was approximately \$0.1 million.

***Income Taxes***

For the six months ended June 27, 2015 and June 28, 2014 we used the actual year-to-date ETR in computing our tax provision, as a reliable estimate of the annual ETR cannot be made, since relatively small changes in our projected income produce a significant variation in our ETR. The actual year-to-date ETR on income from continuing operations for the six months ended June 27, 2015 and June 28, 2014, was 37.7% and 587.5%, respectively. The tax provision on income from continuing operations in 2015 and 2014 differs from the U.S. federal statutory rate primarily due to the lack of a provision (benefit) on our domestic income (losses) as a result of our valuation allowance on deferred tax assets, foreign income taxed at lower rates, changes in our deferred tax asset valuation allowance, state taxes and changes and interest related to unrecognized tax benefits.

There was no material change to our unrecognized tax benefits and interest accrued related to unrecognized tax benefits during the six months ended June 27, 2015.

***Income from Continuing Operations and Net Income***

As a result of the factors set forth above, our income from continuing operations was \$2.2 million in 2015 compared to a loss from continuing operations of \$0.5 million in 2014. Including the results of our discontinued mobile microwave communication equipment business, which included a loss on sale of \$3.0 million, we generated a net loss of \$2.8 million in 2015. In 2014, which includes the results of both our discontinued businesses and a \$4.1 million gain from the sale of Cohu Electronics, our net income was \$0.8 million.

**LIQUIDITY AND CAPITAL RESOURCES**

Our primary business is dependent on capital expenditures by semiconductor manufacturers and test subcontractors that are, in turn, dependent on the current and anticipated market demand for semiconductors. The cyclical and volatile nature of demand for semiconductor equipment, our primary industry, makes estimates of future revenues, results of operations and net cash flows difficult.

**Cohu, Inc.**  
**Management's Discussion and Analysis of Financial Condition and Results of Operations**  
**June 27, 2015**

Our primary historical source of liquidity and capital resources has been cash flow generated by our operations and we manage our business to maximize operating cash flows as our primary source of liquidity. We use cash to fund growth in our operating assets and to fund new products and product enhancements primarily through research and development. As of June 27, 2015, \$56.8 million of our cash and cash equivalents and short-term investments was held by our foreign subsidiaries. If these funds are needed for our operations in the U.S., we may be required to accrue and pay U.S. taxes if we repatriate these funds. Our intent is to indefinitely reinvest these funds in our foreign operations and we have no current plans that would require us to repatriate these funds to the U.S.

**Liquidity**

**Working Capital:** The following summarizes our cash, cash equivalents, short-term investments and working capital:

<i>(in thousands)</i>	June 27, 2015	December 27, 2014	Increase (Decrease)	Percentage Change
Cash, cash equivalents and short-term investments	\$ 74,041	\$ 72,040	\$ 2,001	2.8%
Working capital	\$ 144,973	\$ 146,339	\$ (1,366)	(0.9)%

**Cash Flows**

**Operating Activities:** Operating cash flows for the first six months of fiscal 2015 consist of our net loss, adjusted for non-cash expenses and changes in operating assets and liabilities. Non-cash items include asset impairment charges, depreciation and amortization, non-cash share-based compensation expense and deferred income taxes. Our net cash provided by operating activities in the first six months of fiscal 2015 totaled \$3.8 million. Cash provided by operating activities was impacted by changes in current assets and liabilities and, excluding the impact of the disposal of BMS, included decreases in accounts receivables of \$1.0 million and accrued compensation, warranty and other liabilities of \$6.4 million and increases in inventory of \$5.7 million, accounts payable of \$3.6 million and income taxes payable of \$1.1 million. The decrease in accounts receivables resulted from the timing of our cash conversion cycle. Accrued compensation, warranty and other liabilities decreased as a result of the payment of incentive compensation that was accrued during fiscal 2014. Material purchases were made to fulfill customer orders for equipment expected to ship in future quarters led to an increase in our inventory balance and accounts payable increased as a result of the timing of cash payments made to our suppliers and vendors. Income taxes payable increased primarily as a result of current year profitability in certain foreign jurisdictions.

**Investing Activities:** Investing cash flows consist primarily of cash used for capital expenditures in support of our businesses, proceeds from investment maturities, asset disposals and divestitures and cash used for purchases of investments and business acquisitions. Net cash provided by investing activities in the first six months of fiscal 2015 totaled \$2.8 million and were driven primarily by cash received from the sale of BMS on June 10, 2015 of \$5.3 million. The decision to sell BMS resulted from Cohu management's determination that this industry segment was no longer a strategic fit within our organization. Additions to property, plant and equipment of \$2.2 million were made to support the operating and development activities of our business.

**Financing Activities:** Cash flows from financing activities consist primarily of net proceeds from the issuance of common stock under our stock option and employee stock purchase plans and cash used to pay dividends to our stockholders. We issue stock options and maintain an employee stock purchase plan as components of our overall employee compensation. In the first six months of fiscal 2015, we generated net of cash \$0.1 million issuing common stock under our employee stock plans and we paid dividends totaling \$3.1 million, or \$0.12 per common share. On July 28, 2015, Cohu's Board of Directors approved a quarterly cash dividend of \$0.06 per share payable on October 23, 2015 to shareholders of record on August 28, 2015. Future quarterly dividends are subject to our cash liquidity, capital availability and periodic determinations by our Board of Directors that cash dividends are in the best interests of our stockholders.

**Capital Resources**

We have a secured letter of credit facility (the "Secured Facility") under which Bank of America, N.A., has agreed to administer the issuance of letters of credit on our behalf. The Secured Facility requires us to maintain deposits of cash or other approved investments, which serve as collateral, in amounts that approximate our outstanding letters of credit. As of June 27, 2015, we had approximately \$0.2 million of standby letters of credit outstanding under the Secured Facility. We also have credit agreements with multiple financial institutions under which they administer lines of credit on behalf of our wholly owned Ismeca subsidiary. The agreements provide Ismeca with 2.5 million Swiss Francs of available credit and at June 27, 2015 no amounts were outstanding. We expect that we will continue to make capital expenditures to support our business and we anticipate that present working capital will be sufficient to meet our operating requirements for at least the next twelve months.

**Cohu, Inc.**  
**Management's Discussion and Analysis of Financial Condition and Results of Operations**  
**June 27, 2015**

**Contractual Obligations and Off-Balance Sheet Arrangements**

**Contractual Obligations:** Our significant contractual obligations consist of liabilities for operating leases, unrecognized tax benefits, pensions, post-retirement benefits and warranties. These obligations have not changed materially from those disclosed in our Annual Report on Form 10-K for the year ended December 27, 2014.

**Purchase Commitments:** From time to time, we enter into commitments with our vendors and outsourcing partners to purchase inventory at fixed prices or in guaranteed quantities. We are not able to determine the aggregate amount of such purchase orders that represent contractual obligations, as purchase orders may represent authorizations to purchase rather than binding agreements. Our purchase orders are based on our current manufacturing needs and are fulfilled by our vendors within relatively short time horizons. We typically do not have significant agreements for the purchase of raw materials or other goods specifying minimum quantities or set prices that exceed our expected requirements for the next three months.

**Off-Balance Sheet Arrangements:** During the ordinary course of business, we provide standby letters of credit instruments to certain parties as required. As of June 27, 2015, the maximum potential amount of future payments that we could be required to make under these standby letters of credit was approximately \$0.2 million. No liability has been recorded in connection with these arrangements beyond those required to appropriately account for the underlying transaction being guaranteed. We do not believe, based on historical experience and information currently available, that it is probable that any amounts will be required to be paid under these arrangements.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

**Investment and Interest Rate Risk.**

At June 27, 2015, our investment portfolio included short-term, fixed-income investment securities with a fair value of approximately \$1.5 million. These securities are subject to interest rate risk and will likely decline in value if interest rates increase. Our future investment income may fall short of expectations due to changes in interest rates or we may suffer losses in principal if we are forced to sell securities that decline in market value due to changes in interest rates. As we classify our short-term securities as available-for-sale, no gains or losses are recognized due to changes in interest rates unless such securities are sold prior to maturity or declines in fair value are determined to be other-than-temporary. Due to the relatively short duration of our investment portfolio, an immediate ten percent change in interest rates would have no material impact on our financial condition or results of operations.

We evaluate our investments periodically for possible other-than-temporary impairment by reviewing factors such as the length of time and extent to which fair value has been below cost basis, the financial condition of the issuer and our ability and intent to hold the investment for a period of time sufficient for anticipated recovery of market value. As of June 27, 2015, we had no investments with loss positions.

**Foreign Currency Exchange Risk.**

We have operations in several foreign countries and conduct business in the local currency in these countries. As a result, we have risk associated with currency fluctuations as the value of foreign currencies fluctuate against the U.S. Dollar, in particular the Swiss Franc, Euro, Malaysian Ringgit, Chinese Yuan and Philippine Peso. These fluctuations can impact our reported earnings.

Fluctuations in currency exchange rates also impact the U.S. Dollar amount of our net investment in foreign operations. The assets and liabilities of our foreign subsidiaries are translated into U.S. Dollars at the exchange rates in effect at the fiscal year-end balance sheet date. Income and expense accounts are translated at an average exchange rate during the year which approximates the rates in effect at the transaction dates. The resulting translation adjustments are recorded in stockholders' equity as a component of accumulated other comprehensive income. As a result of fluctuations in certain foreign currency exchange rates in relation to the U.S. Dollar as of June 27, 2015 compared to December 27, 2014, our stockholders' equity decreased by \$5.5 million.

Based upon the current levels of net foreign assets, a hypothetical 10% devaluation of the U.S. Dollar as compared to these currencies as of June 27, 2015 would result in an approximate \$12.2 million positive translation adjustment recorded in other comprehensive income within stockholders' equity. Conversely, a hypothetical 10% appreciation of the U.S. Dollar as compared to these currencies as of June 27, 2015 would result in an approximate \$12.2 million negative translation adjustment recorded in other comprehensive income within stockholders' equity.

**Item 4. Controls and Procedures.**

**(a) Evaluation of Disclosure Controls and Procedures.** Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we evaluated the effectiveness of our disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this quarterly report.

It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system are met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events. Because of these and other inherent limitations of control systems, there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote. Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives and our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

**(b) Changes in Internal Controls.** There have been no changes in our internal control over financial reporting during the most recent fiscal quarter that has materially affected, or is reasonable likely to materially affect our internal control over financial reporting.



**Part II OTHER INFORMATION**

**Item 1. Legal Proceedings.**

The information set forth above under Note 7 contained in the "Notes to Unaudited Condensed Consolidated Financial Statements" of this Form 10-Q is incorporated herein by reference.

**Item 1A. Risk Factors.**

*The risks described below may not be the only risks we face. Additional risks that we do not currently believe are material may also impair our business operations. The risk factors set forth below with an asterisk (\*) next to the title contain changes to the description of the risk factors associated with our business as previously disclosed in Item 1A to our 2014 Annual Report on Form 10-K. If any of the events or circumstances described in the following risks occur, our business, financial condition, results of operations or cash flows could suffer, and the trading price of our common stock and our market capitalization could decline.*

**\* We are exposed to risks associated with acquisitions, investments and divestitures.**

We have made, and may in the future make, acquisitions of, or significant investments in, businesses with complementary products, services and/or technologies. Acquisitions and investments involve numerous risks, including, but not limited to:

- difficulties and increased costs in connection with integration of the personnel, operations, technologies and products of acquired businesses;
- increasing the scope, geographic diversity and complexity of our business;
- diversion of management's attention from other operational matters;
- the potential loss of key employees or customers of Cohu or acquired businesses;
- lack of synergy, or the inability to realize expected synergies, resulting from the acquisition;
- failure to commercialize purchased technology; and
- the impairment of acquired intangible assets and goodwill that could result in significant charges to operating results in future periods.

We may be required to finance future acquisitions and investments through a combination of borrowings, proceeds from equity or debt offerings and the use of cash, cash equivalents and short-term investments.

With respect to divestitures, we may divest businesses or assets that do not meet our strategic objectives, or do not meet our growth or profitability targets and may not be able to complete proposed divestitures on terms commercially favorable to us.

Mergers, acquisitions and investments are inherently risky and the inability to effectively manage these risks could materially and adversely affect our business, financial condition and results of operations. At June 27, 2015 we had goodwill and net purchased intangible assets balances of \$61.3 million and \$30.2 million, respectively.

***We are exposed to the risks of operating a global business.***

We are a global corporation with offices and subsidiaries in certain foreign locations to support our sales and services to the global semiconductor industry and, as such, we face risks in doing business abroad that we do not face domestically. Certain aspects inherent in transacting business internationally could negatively impact our operating results, including:

- costs and difficulties in staffing and managing international operations;
- unexpected changes in regulatory requirements;
- difficulties in enforcing contractual and intellectual property rights;
- longer payment cycles;
- local political and economic conditions;
- potentially adverse tax consequences, including restrictions on repatriating earnings and the threat of "double taxation"; and
- fluctuations in currency exchange rates, which can affect demand and increase our costs.

Additionally, managing geographically dispersed operations presents difficult challenges associated with organizational alignment and infrastructure, communications and information technology, inventory control, customer relationship management, terrorist threats and related security matters and cultural diversities. If we are unsuccessful in managing such operations effectively, our business and results of operations will be adversely affected.

***We are in the process of transitioning our manufacturing to Asia. Our inability to manage multiple manufacturing sites during this transition and secure raw materials meeting our quality, cost and other requirements, or failures by our suppliers to perform, could harm our sales, service levels and reputation.***

Our reliance on overseas manufacturers exposes us to significant risks including complex management, foreign currency, legal, tax and economic risks, which we may not be able to address quickly and adequately. In addition, it is time consuming and costly to qualify overseas supplier relationships. Therefore, if we should fail to effectively manage overseas manufacturing operations or if one or more of them should experience delays, disruptions or quality control problems, or if we had to change or add additional manufacturing sites, our ability to ship products to our customers could be delayed. Also, the addition of overseas manufacturing locations increases the demands on our administrative and operations infrastructure and the complexity of our supply chain management. If our overseas manufacturing locations are unable to meet our manufacturing requirements in a timely manner, our ability to ship products and to realize the related revenues when anticipated could be materially affected.

Our suppliers are subject to the fluctuations in general economic cycles, and the global economic conditions may impact their ability to operate their business. They may also be impacted by the increasing costs of raw materials, labor and distribution, resulting in demands for less attractive contract terms or an inability for them to meet our requirements or conduct their own businesses. The performance and financial condition of a supplier may cause us to alter our business terms or to cease doing business with a particular supplier, or change our sourcing practices generally, which could in turn adversely affect our own business and financial condition.

***The semiconductor industry we serve is highly volatile and unpredictable.***

Visibility into our markets is limited. Our operating results are substantially dependent on our semiconductor equipment business. This capital equipment business is in turn highly dependent on the overall strength of the semiconductor industry. Historically, the semiconductor industry has been highly cyclical with recurring periods of oversupply and excess capacity, which often have had a significant effect on the semiconductor industry's demand for capital equipment, including equipment of the type we manufacture and market. We anticipate that the markets for newer generations of semiconductors and semiconductor equipment may also be subject to similar cycles and severe downturns. Any significant reductions in capital equipment investment by semiconductor integrated device manufacturers and test subcontractors will materially and adversely affect our business, financial position and results of operations. In addition, the volatile and unpredictable nature of semiconductor equipment demand has in the past and may in the future expose us to significant excess and obsolete and lower of cost or market inventory write-offs and reserve requirements. In 2014, 2013 and 2012, we recorded pre-tax inventory-related charges of approximately \$3.9 million, \$7.8 million, and \$8.6 million, respectively, primarily as a result of changes in customer forecasts.

***Due to the nature of our business, we need continued access to capital, which if not available to us or if not available on favorable terms, could harm our ability to operate or expand our business.***

Our business requires capital to finance accounts receivable and product inventory that is not financed by trade creditors when our business is expanding. If cash from available sources is insufficient or cash is used for unanticipated needs, we may require additional capital sooner than anticipated.

We believe that our existing sources of liquidity, including cash resources and cash provided by operating activities will provide sufficient resources to meet our working capital and cash requirements for at least the next twelve months. In the event we are required, or elect, to raise additional funds, we may be unable to do so on favorable terms, or at all, and may incur expenses in raising the additional funds and future indebtedness could adversely affect our operating results and severely limit our ability to plan for, or react to, changes in our business or industry. We could also be limited by financial and other restrictive covenants in credit arrangements, including limitations on our borrowing of additional funds and issuing dividends. If we choose to issue new equity securities, existing stockholders may experience dilution, or the new equity securities may have rights, preferences or privileges senior to those of existing holders of common stock. If we cannot raise funds on acceptable terms, we may not be able to take advantage of future opportunities or respond to competitive pressures or unanticipated requirements. Any inability to raise additional capital when required could have an adverse effect on our business and operating results.

***The semiconductor equipment industry in general and the test handler market in particular, is highly competitive.***

The semiconductor test handler industry is intensely competitive and we face substantial competition from numerous companies throughout the world. The test handler industry, while relatively small in terms of worldwide market size compared to other segments of the semiconductor equipment industry, has several participants resulting in intense competitive pricing pressures. Future competition may include companies that do not currently supply test handlers. Some of our competitors are part of larger corporations that have substantially greater financial, engineering, manufacturing and customer support capabilities and provide more extensive product offerings. In addition, there are emerging semiconductor equipment companies that provide or may provide innovative technology incorporated in products that may compete successfully against our products. We expect our competitors to continue to improve the design and performance of their current products and introduce new products with improved performance capabilities. Our failure to introduce new products in a timely manner, the introduction by our competitors of products with perceived or actual advantages, or disputes over rights to use certain intellectual property or technology could result in a loss of our competitive position and reduced sales of, or margins on our existing products. We believe that competitive conditions in the semiconductor test handler market have intensified over the last several years. This intense competition has adversely impacted our product average selling prices and gross margins on certain products. If we are unable to reduce the cost of our existing products and successfully introduce new lower cost products we expect these competitive conditions to negatively impact our gross margin and operating results in the foreseeable future.

***Semiconductor equipment is subject to rapid technological change, product introductions and transitions which may result in inventory write-offs, and our new product development involves numerous risks and uncertainties.***

Semiconductor equipment and processes are subject to rapid technological change. We believe that our future success will depend in part on our ability to enhance existing products and develop new products with improved performance capabilities. We expect to continue to invest heavily in research and development and must manage product transitions successfully, as introductions of new products, including the products obtained in our acquisitions, may adversely impact sales and/or margins of existing products. In addition, the introduction of new products by us or by our competitors, the concentration of our revenues in a limited number of large customers, the migration to new semiconductor testing methodologies and the custom nature of our inventory parts increases the risk that our established products and related inventory may become obsolete, resulting in significant excess and obsolete inventory exposure. This increased exposure resulted in significant charges to operations during each of the years in the three-year period ended December 27, 2014. Future inventory write-offs and increased inventory reserve requirements could have a material adverse impact on our results of operations and financial condition.

The design, development, commercial introduction and manufacture of new semiconductor equipment is an inherently complex process that involves a number of risks and uncertainties. These risks include potential problems in meeting customer acceptance and performance requirements, integration of the equipment with other suppliers' equipment and the customers' manufacturing processes, transitioning from product development to volume manufacturing and the ability of the equipment to satisfy the semiconductor industry's constantly evolving needs and achieve commercial acceptance at prices that produce satisfactory profit margins. The design and development of new semiconductor equipment is heavily influenced by changes in integrated circuit assembly, test and final manufacturing processes and integrated circuit package design changes. We believe that the rate of change in such processes and integrated circuit packages is accelerating. As a result of these changes and other factors, assessing the market potential and commercial viability of handling, MEMS, system-level and burn-in test equipment is extremely difficult and subject to a great deal of risk. In addition, not all integrated circuit manufacturers employ the same manufacturing processes. Differences in such processes make it difficult to design standard test products that are capable of achieving broad market acceptance. As a result, we might not accurately assess the semiconductor industry's future equipment requirements and fail to design and develop products that meet such requirements and achieve market acceptance. Failure to accurately assess customer requirements and market trends for new semiconductor test products may have a material adverse impact on our operations, financial condition and results of operations.

The transition from product development to the manufacture of new semiconductor equipment is a difficult process and delays in product introductions and problems in manufacturing such equipment are common. We have in the past and may in the future experience difficulties in manufacturing and volume production of our new equipment. In addition, as is common with semiconductor equipment, our after sale support and warranty costs have typically been significantly higher with new products than with our established products. Future technologies, processes and product developments may render our current or future product offerings obsolete and we might not be able to develop, introduce and successfully manufacture new products or make enhancements to our existing products in a timely manner to satisfy customer requirements or achieve market acceptance. Furthermore, we might not realize acceptable profit margins on such products.

***Global economic conditions may have an impact on our business and financial condition in ways that we currently cannot predict.***

Our operations and financial results depend on worldwide economic conditions and their impact on levels of business spending, which have deteriorated significantly in many countries and regions and may remain depressed for the foreseeable future. Continued uncertainties may reduce future sales of our products and services. While we believe we have a strong customer base and have experienced strong collections in the past, if the current market conditions deteriorate, we may experience increased collection times and greater write-offs, either of which could have a material adverse effect on our cash flow.

In addition, the tightening of credit markets and concerns regarding the availability of credit may make it more difficult for our customers to raise capital, whether debt or equity, to finance their purchases of capital equipment, including the products we sell. Delays in our customers' ability to obtain such financing, or the unavailability of such financing would adversely affect our product sales and revenues and therefore harm our business and operating results. We cannot predict the timing, duration of or effect on our business of the economic slowdown or the timing or strength of a subsequent recovery.

***\* A limited number of customers account for a substantial percentage of our net sales.***

A small number of customers have been responsible for a significant portion of our net sales. During the past five years, the percentage of our sales derived from these significant customers has varied greatly. Such variations are due to changes in the customers' business and their purchase of products from our competitors. It is common in the semiconductor test handler industry for customers to purchase equipment from more than one equipment supplier, increasing the risk that our competitive position with a specific customer may deteriorate. No assurance can be given that we will continue to maintain our competitive position with these or other significant customers. Furthermore, we expect the percentage of our revenues derived from significant customers will vary greatly in future periods. The loss of, or a significant reduction in, orders by these or other significant customers as a result of competitive products, market conditions including end market demand for our customers' products, outsourcing final semiconductor test to test subcontractors that are not our customers or other factors, would have a material adverse impact on our business, financial condition and results of operations. Furthermore, the concentration of our revenues in a limited number of large customers is likely to cause significant fluctuations in our future annual and quarterly operating results.

***If we cannot continue to develop, manufacture and market products and services that meet customer requirements for innovation and quality, our revenue and gross margin may suffer.***

The process of developing new high technology products and services and enhancing existing products and services is complex, costly and uncertain, and any failure by us to anticipate customers' changing needs and emerging technological trends accurately could significantly harm our market share and results of operations. In addition, in the course of conducting our business, we must adequately address quality issues associated with our products and services, including defects in our engineering, design and manufacturing processes, as well as defects in third-party components included in our products. In order to address quality issues, we work extensively with our customers and suppliers and engage in product testing to determine the cause of quality problems and appropriate solutions. Finding solutions to quality issues can be expensive and may result in additional warranty, replacement and other costs, adversely affecting our profits. In addition, quality issues can impair our relationships with new or existing customers and adversely affect our reputation, which could lead to a material adverse effect on our operating results.

***The cyclical nature of the semiconductor equipment industry places enormous demands on our employees, operations and infrastructure.***

The semiconductor equipment industry is characterized by dramatic and sometimes volatile changes in demand for its products. A number of factors including the semiconductor industry's continually changing and unpredictable capacity requirements and changes in integrated circuit design and packaging, result in changes in product demand. Sudden changes in demand for semiconductor equipment have a significant impact on our operations. Typically, we reduce and increase our workforce, particularly in manufacturing, based on customer demand for our products. These changes in workforce levels place enormous demands on our employees, operations and infrastructure since newly hired personnel rarely possess the expertise and level of experience of current employees. Additionally, these transitions divert management time and attention from other activities and adversely impact employee morale. We have in the past and may in the future experience difficulties, particularly in manufacturing, in training and recruiting the large number of additions to our workforce. The volatility in headcount and business levels, combined with the cyclical nature of the semiconductor industry, may require that we invest substantial amounts in new operational and financial systems, procedures and controls. We may not be able to successfully adjust our systems, facilities and production capacity to meet our customers' changing requirements. The inability to meet such requirements will have an adverse impact on our business, financial position and results of operations.

***The loss of key personnel could adversely impact our business.***

Certain key personnel are critical to our business. Our future operating results depend substantially upon the continued service of our key personnel, many of whom are not bound by employment or non-competition agreements. Our future operating results also depend in significant part upon our ability to attract and retain qualified management, manufacturing, technical, engineering, marketing, sales and support personnel. Competition for qualified personnel, particularly those with technical skills, is intense, and we cannot ensure success in attracting or retaining qualified personnel. In addition, the cost of living in the San Diego, California, Kolbermoor, Germany and La Chaux-de-Fonds, Switzerland areas, where the majority of our development personnel are located, is high and we have had difficulty in recruiting prospective employees from other locations. There may be only a limited number of persons with the requisite skills and relevant industry experience to serve in these positions and it may become increasingly difficult for us to hire personnel over time. Our business, financial condition and results of operations could be materially adversely affected by the loss of any of our key employees, by the failure of any key employee to perform in his or her current position, or by our inability to attract and retain skilled employees.

***Failure of critical suppliers to deliver sufficient quantities of parts in a timely and cost-effective manner could adversely impact our operations.***

We use numerous vendors to supply parts, components and subassemblies for the manufacture of our products. It is not always possible to maintain multiple qualified suppliers for all of our parts, components and subassemblies. As a result, certain key parts may be available only from a single supplier or a limited number of suppliers. In addition, suppliers may cease manufacturing certain components that are difficult to replace without significant reengineering of our products. On occasion, we have experienced problems in obtaining adequate and reliable quantities of various parts and components from certain key suppliers. Our results of operations may be materially and adversely impacted if we do not receive sufficient parts to meet our requirements in a timely and cost effective manner.

***Third parties may violate our proprietary rights or accuse us of infringing upon their proprietary rights.***

We rely on patent, copyright, trademark and trade secret laws to establish and maintain proprietary rights in our technology and products. Any of our proprietary rights may expire due to patent life, or be challenged, invalidated or circumvented. In addition, from time to time, we receive notices from third parties regarding patent or copyright claims. Any such claims, with or without merit, could be time-consuming to defend, result in costly litigation, divert management's attention and resources and cause us to incur significant expenses. In the event of a successful claim of infringement against us and our failure or inability to license the infringed technology or to substitute similar non-infringing technology, our business, financial condition and results of operations could be adversely affected.

***A majority of our revenues are generated from exports to foreign countries, primarily in Asia, that are subject to economic and political instability and we compete against a number of Asian test handling equipment suppliers.***

The majority of our export sales are made to destinations in Asia. Political or economic instability, particularly in Asia, may adversely impact the demand for capital equipment, including equipment of the type we manufacture and market. In addition, we face intense competition from a number of Asian suppliers that have certain advantages over United States ("U.S.") suppliers, including us. These advantages include, among other things, proximity to customers, favorable tariffs and affiliation with significantly larger organizations. In addition, changes in the amount or price of semiconductors produced in Asia could impact the profitability or capital equipment spending programs of our foreign and domestic customers.

***Unanticipated changes in our tax provisions or exposure to additional income tax liabilities could affect our profitability.***

We are subject to income and other taxes in the U.S. and numerous foreign jurisdictions. Our tax liabilities are affected by, among other things, the amounts our affiliated entities charge each other for intercompany transactions. We may be subject to ongoing tax examinations in various jurisdictions. Tax authorities may disagree with our intercompany charges or other matters and assess additional taxes. While we regularly assess the likely outcomes of these examinations in order to determine the appropriateness of our tax provision, tax audits are inherently uncertain and an unfavorable outcome could occur. An unanticipated, unfavorable outcome in any specific period could harm our operating results for that period or future periods. The financial cost and management attention and time devoted to defending income tax positions may divert resources from our business operations, which could harm our business and profitability. Tax examinations may also impact the timing and/or amount of our refund claims. In addition, our effective tax rate in the future could be adversely affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of our deferred tax assets and liabilities, changes in tax laws and the discovery of new information in the course of our tax return preparation process. In particular, the carrying value of our deferred tax assets and the utilization of our net operating loss and credit carryforwards are dependent on our ability to generate future taxable income in the U.S. and other countries. Furthermore, these carryforwards may be subject to annual limitations as a result of changes in Coahu's ownership.

***Compliance with regulations may impact sales to foreign customers and impose costs.***

Certain products and services that we offer require compliance with U.S. and other foreign country export and other regulations. Compliance with complex U.S. and other foreign country laws and regulations that apply to our international sales activities increases our cost of doing business in international jurisdictions and could expose us or our employees to fines and penalties. These laws and regulations include import and export requirements, the U.S. State Department International Traffic in Arms Regulations ("ITAR") and U.S. and other foreign country laws such as the Foreign Corrupt Practices Act ("FCPA"), and local laws prohibiting corrupt payments to governmental officials. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, prohibitions on the conduct of our business and damage to our reputation. Although we have implemented policies and procedures designed to ensure compliance with these laws, there can be no assurance that our employees, contractors or agents will not violate our policies, or that our policies will be effective in preventing all potential violations. Any such violations could include prohibitions on our ability to offer our products and services to one or more countries, and could also materially damage our reputation, our brand, our international expansion efforts, our ability to attract and retain employees, our business and our operating results. Further, defending against claims of violations of these laws and regulations, even if we are successful, could be time-consuming, result in costly litigation, divert management's attention and resources and cause us to incur significant expenses.

In addition to government regulations regarding sale and export, we are subject to other regulations regarding our products. For example, the U.S. Securities and Exchange Commission has adopted disclosure rules for companies that use conflict minerals in their products, with substantial supply chain verification requirements in the event that the materials come from, or could have come from, the Democratic Republic of the Congo or adjoining countries. These new rules and verification requirements will impose additional costs on us and on our suppliers, and may limit the sources or increase the cost of materials used in our products. Further, if we are unable to certify that our products are conflict free, we may face challenges with our customers that could place us at a competitive disadvantage, and our reputation may be harmed.

***Our business and operations could suffer in the event of security breaches.***

Attempts by others to gain unauthorized access to information technology systems are becoming more sophisticated and are sometimes successful. These attempts, which might be related to industrial or other espionage, include covertly introducing malware to our computers and networks and impersonating authorized users, among others. We seek to detect and investigate all security incidents and to prevent their recurrence, but in some cases, we might be unaware of an incident or its magnitude and effects. The theft, unauthorized use or publication of our intellectual property and/or confidential business information could harm our competitive position, reduce the value of our investment in research and development and other strategic initiatives or otherwise adversely affect our business. To the extent that any security breach results in inappropriate disclosure of our customers' or licensees' confidential information, we may incur liability as a result. In addition, we may be required to devote additional resources to the security of our information technology systems.

***The occurrence of natural disasters and geopolitical instability caused by terrorist attacks and other threats may adversely impact our operations and sales.***

Our Corporate headquarters is located in San Diego, California, our Asian sales and service headquarters is located in Singapore and the majority of our sales are made to destinations in Asia. In addition, we have manufacturing plants in the Philippines, Malaysia and China. These regions are known for being vulnerable to natural disasters and other risks, such as earthquakes, tsunamis, fires, and floods, which at times have disrupted the local economies. A significant earthquake or tsunami could materially affect operating results. We are not insured for most losses and business interruptions of this kind, and do not presently have redundant, multiple site capacity in the event of a natural disaster. In the event of such disaster, our business would suffer. Furthermore, we have customers throughout the Middle East and terrorist attacks, protests or other threats in this region may cause geopolitical instability, which may have an adverse impact on our business, results of operations and financial condition.

***Our financial and operating results may vary and may fall below analysts' estimates, which may cause the price of our common stock to decline.***

Our operating results may fluctuate from quarter to quarter due to a variety of factors including, but not limited to:

- cyclical nature of the semiconductor equipment industry;
- timing and amount of orders from customers and shipments to customers;
- inability to recognize revenue due to accounting requirements;
- inventory writedowns;
- inability to deliver solutions as expected by our customers; and
- intangible and deferred tax asset writedowns.

Due to these factors or other unanticipated events, quarter-to-quarter comparisons of our operating results may not be reliable indicators of our future performance. In addition, from time to time our quarterly financial results may fall below the expectations of the securities and industry analysts who publish reports on our company or of investors in general. This could cause the market price of our stock to decline, perhaps significantly.

***We have experienced significant volatility in our stock price.***

A variety of factors may cause the price of our stock to be volatile. In recent years, the stock market in general, and the market for shares of high-technology companies in particular, including ours, have experienced extreme price fluctuations, which have often been unrelated to the operating performance of affected companies. During the last three years the price of our common stock has ranged from \$14.16 to \$7.96. The price of our stock may be more volatile than the stock of other companies due to, among other factors, the unpredictable and cyclical nature of the semiconductor industry, our significant customer concentration, intense competition in the test handler industry, our limited backlog and our relatively low daily stock trading volume. The market price of our common stock is likely to continue to fluctuate significantly in the future, including fluctuations related and unrelated to our performance.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

*Recent Sales of Unregistered Securities*

None.

*Issuer Purchases of Equity Securities*

None.

**Item 3. Defaults Upon Senior Securities.**

None.

**Item 4. Mine Safety Disclosures**

Not applicable.

**Item 5. Other Information.**

None.

**Item 6. Exhibits.**

- 3(i).1 Amended and Restated Certificate of Incorporation of Cohu, Inc. incorporated herein by reference to Exhibit 3.1(a) from the Cohu, Inc. Form 10-Q for the quarterly period ended June 30, 1999
- 3(i).2 Certificate of Amendment of Amended and Restated Certificate of Incorporation of Cohu, Inc. incorporated herein by reference to Exhibit 4.1(a) from the Cohu, Inc. Form S-8 filed with the Securities and Exchange Commission on June 30, 2000
- 3(ii) Amended and Restated Bylaws of Cohu, Inc. incorporated herein by reference to Exhibit 3.2 from the Cohu, Inc. Report on Form 8-K filed with the Securities and Exchange Commission on December 12, 1996
- 4.1 Amended and Restated Rights Agreement dated November 10, 2006, between Cohu, Inc. and Mellon Investor Services LLC, as Rights Agent, incorporated herein by reference to Exhibit 99.1 from the Cohu, Inc. Report on Form 8-K filed with the Securities and Exchange Commission on November 13, 2006
- 10.1 Form of employee restricted stock unit agreement for use with restricted stock units granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. \*
- 10.2 Form of non-employee director restricted stock unit agreement for use with restricted stock units granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. \*
- 10.3 Form of non-employee director restricted stock unit deferral election form for use with restricted stock units granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. \*
- 10.4 Non-employee director fee deferral election form. \*
- 10.5 Form of deferred stock agreement for shares granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. \*
- 10.6 Form of stock option agreement for use with stock options granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. \*
- 31.1 Certification pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002
- 31.2 Certification pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002
- 32.1 Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- 32.2 Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- 101.INS XBRL Instance Document
- 101.SCH XBRL Taxonomy Extension Schema Document
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document

\* Management contract or compensatory plan or arrangement



**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.

\_\_\_\_\_  
COHU, INC.  
(Registrant)

Date: August 4, 2015

\_\_\_\_\_  
/s/ Luis A. Müller  
Luis A. Müller  
President & Chief Executive Officer

Date: August 4, 2015

\_\_\_\_\_  
/s/ Jeffrey D. Jones  
Jeffrey D. Jones  
Vice President, Finance & Chief Financial Officer  
(Principal Financial & Accounting Officer)

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
3(i).1	Amended and Restated Certificate of Incorporation of Cohu, Inc. incorporated herein by reference to Exhibit 3.1(a) from the Cohu, Inc. Form 10-Q for the quarterly period ended June 30, 1999
3(i).2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of Cohu, Inc. incorporated herein by reference to Exhibit 4.1(a) from the Cohu, Inc. Form S-8 filed with the Securities and Exchange Commission on June 30, 2000
3(ii)	Amended and Restated Bylaws of Cohu, Inc. incorporated herein by reference to Exhibit 3.2 from the Cohu, Inc. Report on Form 8-K filed with the Securities and Exchange Commission on December 12, 1996
4.1	Amended and Restated Rights Agreement dated November 10, 2006, between Cohu, Inc. and Mellon Investor Services LLC, as Rights Agent, incorporated herein by reference to Exhibit 99.1 from the Cohu, Inc. Report on Form 8-K filed with the Securities and Exchange Commission on November 13, 2006
10.1	Form of employee restricted stock unit agreement for use with restricted stock units granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. *
10.2	Form of non-employee director restricted stock unit agreement for use with restricted stock units granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. *
10.3	Form of non-employee director restricted stock unit deferral election form for use with restricted stock units granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. *
10.4	Non-employee director fee deferral election form. *
10.5	Form of deferred stock agreement for shares granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. *
10.6	Form of stock option agreement for use with stock options granted pursuant to the Cohu, Inc. 2005 Equity Incentive Plan. *
31.1	Certification pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002
31.2	Certification pursuant to Section 302(a) of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

\* Management contract or compensatory plan or arrangement

**Notice of Grant of Award  
and Award Agreement**

**COHU, INC.**  
ID: 95-1934119  
12367 CROSTHWAITE CIRCLE  
POWAY, CA 92064

**Name**  
**Address**  
**City, State, Zip**

**Award Number:**  
**Plan:** 2005  
**ID:**

Effective (*Grant Date*), you have been granted an award of (*Number of Shares*) restricted stock units. These units are restricted until the vest date(s) shown below, at which time you will receive shares of COHU, INC. (the Company) common stock.

The current total value of the award is \$\_\_\_\_\_.

The total price of the award is \$\_\_\_\_\_.

The award will vest in increments on the date(s) shown.

Shares \_\_\_\_\_ Full Vest \_\_\_\_\_

By your signature and the Company's signature below, you and the Company agree that this award is granted under and governed by the terms and conditions of the Company's Award Plan as amended and the Award Agreement, all of which are attached and made a part of this document.

\_\_\_\_\_  
COHU, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee name

\_\_\_\_\_  
Date

COHU, INC.

**RESTRICTED STOCK UNIT AGREEMENT  
(Employees)**

Cohu, Inc. has granted to the individual (the "*Participant*") named in the *Notice of Grant of Restricted Stock Units* (the "*Notice*") to which this Restricted Stock Unit Agreement (the "*Agreement*") is attached, an award (the "*Award*") of Restricted Stock Units upon the terms and conditions set forth in the Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Cohu, Inc. 2005 Equity Incentive Plan (the "*Plan*"), as amended to the Date of Grant. By signing the Notice, the Participant: (a) represents that the Participant has read and is familiar with the terms and conditions of the Notice, the Plan and this Agreement, (b) accepts the Award subject to all of the terms and conditions of the Notice, the Plan and this Agreement, (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Board, upon any questions arising under the Notice, the Plan or this Agreement, and (d) acknowledges receipt of a copy of the Notice, the Plan and this Agreement.

1 **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Notice or the Plan.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2 **ADMINISTRATION.**

All questions of interpretation concerning this Agreement shall be determined by the Board. All determinations by the Board shall be final and binding upon all persons having an interest in the Award. Any officer of a Participating Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation, or election.

3 **SETTLEMENT OF THE AWARD.**

3.1 **No Additional Payment Required.** The Participant shall not be required to make any additional monetary payment (other than applicable tax withholding, if any) upon settlement of the Award. Payment of the aggregate purchase price of the shares of Stock for which the Award is being settled shall be made in the form of past services rendered by the Participant to a Participating Company or for its benefit which the Board, by resolution, determines to have a value not less than the aggregate purchase price of such shares of Stock.

3.2 **Issuance of Shares of Stock.** Subject to the provisions of Section 3.5 below, the Company shall issue to the Participant, on a date (the "*Settlement Date*") within thirty (30) days following the earlier of (a) the Settlement Date (as defined in the Notice) or (b) the date of termination of the Participant's Service, a number of whole shares of Stock equal to the vested Number of Restricted Stock Units (as defined in the Notice), rounded down to the nearest whole number. Such shares of Stock shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 3.5.

3.3 **Tax Withholding.** At the time the Award is granted, or at any time thereafter as requested by the Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company, if any, which arise in connection with the Award or the issuance of shares of Stock in settlement thereof. The Company shall have no obligation to deliver shares of Stock until the tax withholding obligations of the Company have been satisfied by the Participant.

3.4 **Certificate Registration.** The certificate for the shares as to which the Award is settled shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

3.5 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of shares of Stock upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

3.6 **Fractional Shares.** The Company shall not be required to issue fractional shares upon the settlement of the Award.

3.7 **No Dividend Equivalents.** The Participant will not be entitled to receive dividends or distributions paid on the shares of Stock underlying Restricted Stock Units unless and until shares are issued according to Section 3.2.

#### 4 **NONTRANSFERABILITY OF THE AWARD.**

Prior to the Settlement Date, neither this Award nor any Restricted Stock Unit subject to this Award shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except by will or by the laws of descent and distribution.

#### 5 **EFFECT OF TERMINATION OF SERVICE.**

If the Participant's Service (as defined below) is terminated by the Participant or by the Company for any reason, including Participant's death or disability before all Restricted Stock Units have vested, the unvested Restricted Stock Units shall be forfeited by the Participant. As of the 31st (or 91st if reemployment is guaranteed by statute or contract) day of a leave of absence, vesting of the Restricted Stock Units will be suspended and vesting credit will no longer accrue, unless otherwise determined by the Committee or required by contract or statute. If the Participant returns to Service immediately after the end of an approved leave of absence, vesting credit shall continue to accrue from that date of continued Service. For purposes of this Agreement, "Service" shall mean the performance of services for the Company in the capacity of an Employee, Officer, Consultant, or Director.

6 **CHANGE IN CONTROL.**

In the event of a Change in Control (as defined below), the Award shall be settled in accordance with Section 3 immediately prior to the effective date of the Change in Control. For the purposes of this Award, the term “**Change in Control**” shall be defined as the occurrence of any of the following events: (a) any transaction in which any “person” as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities entitled to vote in a general election for directors, other than a transaction involving the acquisition of securities directly from the Company; (b) a sale of all or substantially all of the Company’s assets other than to a company or an entity fifty percent (50%) or more of which is owned by one or more of the current stockholders of the Company; or (c) a merger or consolidation of the Company with any other company, other than a merger or consolidation in which fifty percent (50%) or more of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation is owned by the current stockholders of the Company. Notwithstanding this Section 6, to the extent that the Award constitutes a “deferral of compensation” (as defined in and subject to Section 409A of the Code) and provides for a payment or a change in the time or form of payment upon a Change in Control, then no Change in Control shall be deemed to have occurred upon an event described above unless such event shall constitute a “change in control event” under Section 409A.

7 **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

Subject to any required action by the stockholders of the Company, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (excepting normal cash dividends) that has a material effect on the Fair Market Value of shares of Stock, appropriate and proportionate adjustments shall be made in the number and class of shares subject to the Award, in order to prevent dilution or enlargement of the Participant’s rights under the Award. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as “effected without receipt of consideration by the Company.” Any fractional share resulting from an adjustment pursuant to this Section 7 shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Board, and its determination shall be final, binding and conclusive.

8 **RIGHTS AS A STOCKHOLDER, DIRECTOR, EMPLOYEE OR CONSULTANT.**

The Participant shall have no rights as a stockholder with respect to any shares which may be issued in settlement of this Award until the date of the issuance of a certificate for such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). Except as provided in Section 3.7, no adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such certificate is issued, except as provided in Section 7. If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service as a Director, an Employee or a Consultant, as the case may be, at any time.

9 **LEGENDS.**

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of stock issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to this Award in the possession of the Participant in order to carry out the provisions of this Section.

10 **SECTION 409A COMPLIANCE.**

This Agreement is intended to be exempt from or comply with Section 409A of the Code ("**Section 409A**") and shall be interpreted and administered accordingly. The Company reserves the unilateral right to amend this Agreement in order to maintain an exemption from or comply with Section 409A. Notwithstanding the foregoing, none of the Company, its contractors, agents and employees, the Board and each member of the Board shall have any obligation to prevent, minimize, or pay any gross-up payment to offset any negative tax consequences of any failure to follow the requirements of Section 409A or be liable for these consequences. Any payment under the Award that is subject to Section 409A and is otherwise due to a "specified employee" within the six-month period after "separation from service," as each specified term is defined under Section 409A, shall accumulate without interest and be paid on the first payroll date after the end of the six-month period or, if earlier, within ten business days after the appointment of a personal representative or executor of the estate after the Participant's death.

11 **MISCELLANEOUS PROVISIONS.**

11.1 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

11.2 **Binding Effect.** Subject to the restrictions on transfer set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11.3 **Termination or Amendment.** The Board may terminate or amend the Plan or the Award at any time; provided, however, that except as provided in Section 6 in connection with a Change in Control, no such termination or amendment may adversely affect the Award without the consent of the Participant unless such termination or amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Agreement shall be effective unless in writing.

11.4 **Notices.** Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, upon deposit in the United States Post Office, by registered or certified mail, or with an overnight courier service with postage and fees prepaid, addressed to the other party at the address shown below that party's signature or at such other address as such party may designate in writing from time to time to the other party.

11.5 **Integrated Agreement.** The Notice and this Agreement constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of the Notice and the Agreement shall survive any settlement of the Award and shall remain in full force and effect.

11.6 **Applicable Law.** This Agreement shall be governed by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within the State of California.

11.7 **Counterparts.** The Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.8 **Electronic Delivery.** The Company may, in its sole discretion, decide to (a) deliver by electronic means any documents related to the Award granted under the Plan, participation in the Plan, future Awards that may be granted under the Plan, or reports the Company generally makes available to its shareholders or (b) request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. By signing the Notice, the Participant acknowledges that the Company is not requiring the Participant to consent to electronic delivery of documents or participation. The Participant may revoke consent to electronic delivery of documents or participation by promptly notifying the Company according to Section 11.4. In addition, if the Participant requests by telephone or in writing, the Company shall have delivered to the Participant for free a paper copy of any document electronically delivered.



---

**Notice of Grant of Award and Award Agreement**                      **COHU, INC.**  
 ID: 95-1934119  
 12367 CROSTHWAITE CIRCLE  
 POWAY, CA 92064

---

<b>Name</b>	<b>Award Number:</b>	
<b>Address</b>	<b>Plan:</b>	<b>2005</b>
<b>City, State, Zip</b>	<b>ID:</b>	

---

Effective (*Grant Date*), you have been granted an award of (*Number of Shares*) restricted stock units. These units are restricted until the vest date(s) shown below, at which time you will receive shares of COHU, INC. (the Company) common stock.

The current total value of the award is \$\_\_\_\_\_.

The total price of the award is \$\_\_\_\_\_.

The award will vest in increments on the date(s) shown.

Shares \_\_\_\_\_ Full Vest \_\_\_\_\_

---

By your signature and the Company's signature below, you and the Company agree that this award is granted under and governed by the terms and conditions of the Company's Award Plan as amended and the Award Agreement, all of which are attached and made a part of this document.

---

_____ COHU, INC.	_____ Date
---------------------	---------------

_____ Employee name	_____ Date
------------------------	---------------

---

COHU, INC.

**RESTRICTED STOCK UNIT AGREEMENT  
(Non-employee Directors)**

Cohu, Inc. has granted to the individual (the "*Participant*") named in the *Notice of Grant of Restricted Stock Units* (the "*Notice*") to which this Restricted Stock Unit Agreement (the "*Agreement*") is attached, an award (the "*Award*") of Restricted Stock Units upon the terms and conditions set forth in the Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Cohu, Inc. 2005 Equity Incentive Plan (the "*Plan*"), as amended to the Date of Grant. By signing the Notice, the Participant: (a) represents that the Participant has read and is familiar with the terms and conditions of the Notice, the Plan and this Agreement, (b) accepts the Award subject to all of the terms and conditions of the Notice, the Plan and this Agreement, (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Board, upon any questions arising under the Notice, the Plan or this Agreement, and (d) acknowledges receipt of a copy of the Notice, the Plan and this Agreement.

1 **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Notice or the Plan.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2 **ADMINISTRATION.**

All questions of interpretation concerning this Agreement shall be determined by the Board. All determinations by the Board shall be final and binding upon all persons having an interest in the Award. Any officer of a Participating Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation, or election.

3 **SETTLEMENT OF THE AWARD.**

3.1 **No Additional Payment Required.** The Participant shall not be required to make any additional monetary payment (other than applicable tax withholding, if any) upon settlement of the Award. Payment of the aggregate purchase price of the shares of Stock for which the Award is being settled shall be made in the form of past services rendered by the Participant to a Participating Company or for its benefit which the Board, by resolution, determines to have a value not less than the aggregate purchase price of such shares of Stock.

3.2 **Issuance of Shares of Stock.** Subject to the provisions of Section 3.5 below, the Company shall issue to the Participant, on a date (the "*Settlement Date*") within thirty (30) days following the earlier of (a) the Settlement Date (as defined in the Notice) or (b) the date of termination of the Participant's Service, a number of whole shares of Stock equal to the vested Number of Restricted Stock Units (as defined in the Notice), rounded down to the nearest whole number. Such shares of Stock shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 3.5.

3.3 **Tax Withholding.** At the time the Award is granted, or at any time thereafter as requested by the Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company, if any, which arise in connection with the Award or the issuance of shares of Stock in settlement thereof. The Company shall have no obligation to deliver shares of Stock until the tax withholding obligations of the Company have been satisfied by the Participant.

3.4 **Certificate Registration.** The certificate for the shares as to which the Award is settled shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

3.5 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of shares of Stock upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

3.6 **Fractional Shares.** The Company shall not be required to issue fractional shares upon the settlement of the Award.

3.7 **Deferral.** Subject to the Committee's determination that this right of deferral or any term thereof complies with applicable laws or regulations in effect from time to time, Participant may make an election to defer the issuance of the shares issuable in accordance with the terms and conditions set forth in a director fee deferral election form approved by the Committee. In the event of the Committee's determination otherwise, the Committee may, in its discretion, deny Participant this right of deferral altogether, modify the terms of the deferral and/or add such requirements as it deems necessary or advisable to comply with applicable law and regulations. If the Participant elects to defer the issuance of vested Restricted Stock Units in accordance with this paragraph, payment of the deferred vested Restricted Stock Units (and any dividends payable in accordance with Section 3.8) will be made in accordance with the terms of the deferral election.

3.8 **Dividend Equivalents for Restricted Stock Units.** The Participant will be entitled to receive dividends or distributions paid on the shares of Stock underlying vested Restricted Stock Units in accordance with this Section 3.8. Any such dividends or distributions automatically will be credited as additional vested Restricted Stock Units (the "*Deferred Stock Dividend Shares*").

(a) **Cash Dividends.** If the Company declares and pays any cash dividends or cash distributions on the shares of Stock, then with respect to Restricted Stock Units that are vested as of the dividend record date and that have not been settled as of the dividend payment date, such vested Restricted Stock Units will be increased on the dividend payment date by a number of Deferred Stock Dividend Shares equal to the quotient obtained by dividing the amount of cash dividends and distributions paid on the dividend payment date on the shares of Stock underlying such vested Restricted Stock Units by the Fair Market Value of a share of Stock on the dividend payment date, rounded to the nearest whole share. Specifically, the number of Deferred Stock Dividend Shares credited for cash dividends and distributions paid on the dividend payment date will be determined in accordance with the following formula, rounded to the nearest whole share of Stock:  $X = (A \times B) / C$ , where **X** = the Deferred Stock Dividend Shares that will become Restricted Stock Units on the dividend payment date by reason of cash dividends and distributions paid on the dividend payment date, **A** = the number of unissued shares of Stock that have not been settled as of the dividend payment date and remain subject to the Restricted Stock Units that are vested as of the dividend record date, **B** = the per share of Stock amount of cash dividends and distributions paid on the dividend payment date, and **C** = the Fair Market Value of a share of Stock on the dividend payment date. If the Participant would have been credited with Deferred Stock Dividend Shares under this Section for cash dividends paid on January 2, 2015 and April 17, 2015 had this Section then been in effect, then on the first dividend payment date on or after this Section becomes effective, the Company shall credit the Participant with the number of Deferred Stock Dividend Shares that results in the Participant having the same total number of Restricted Stock Units as if this Section had been effective since January 2, 2015.

(b) **Stock Dividends.** If the Company declares and pays any stock dividends or stock distribution on shares of Stock during a Dividend Crediting Period, then the number of unissued shares of Stock, if any, that remain subject to Participant's Restricted Stock Units automatically will be adjusted in accordance with Section 7.

(c) **Restrictions on Dividend Equivalents.** Any Deferred Stock Dividend Shares resulting from the application of this Section 3.8 will be subject to the same terms and conditions (including, without limitation, the applicable deferral election and forfeiture provisions) as the vested but unsettled Restricted Stock Units to which they relate.

4 **NONTRANSFERABILITY OF THE AWARD.**

Prior to the Settlement Date, neither this Award nor any Restricted Stock Unit subject to this Award shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except by will or by the laws of descent and distribution.

5 **EFFECT OF TERMINATION OF SERVICE.**

If the Participant's Service (as defined below) is terminated by the Participant or by the Company for any reason, including Participant's death or disability before all Restricted Stock Units have vested, the unvested Restricted Stock Units shall be forfeited by the Participant. As of the 31st (or 91st if reemployment is guaranteed by statute or contract) day of a leave of absence, vesting of the Restricted Stock Units will be suspended and vesting credit will no longer accrue, unless otherwise determined by the Committee or required by contract or statute. If the Participant returns to Service immediately after the end of an approved leave of absence, vesting credit shall continue to accrue from that date of continued Service. For purposes of this Agreement, "Service" shall mean the performance of services for the Company in the capacity of an Employee, Officer, Consultant, or Director.

6 **CHANGE IN CONTROL.**

In the event of a Change in Control (as defined below), the Award shall be settled in accordance with Section 3 immediately prior to the effective date of the Change in Control. For the purposes of this Award, the term “*Change in Control*” shall be defined as the occurrence of any of the following events: (a) any transaction in which any “person” as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company’s then outstanding securities entitled to vote in a general election for directors, other than a transaction involving the acquisition of securities directly from the Company; (b) a sale of all or substantially all of the Company’s assets other than to a company or an entity fifty percent (50%) or more of which is owned by one or more of the current stockholders of the Company; or (c) a merger or consolidation of the Company with any other company, other than a merger or consolidation in which fifty percent (50%) or more of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation is owned by the current stockholders of the Company. Notwithstanding this Section 6, to the extent that the Award constitutes a “deferral of compensation” (as defined in and subject to Section 409A of the Code) and provides for a payment or a change in the time or form of payment upon a Change in Control, then no Change in Control shall be deemed to have occurred upon an event described above unless such event shall constitute a “change in control event” under Section 409A.

7 **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

Subject to any required action by the stockholders of the Company, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (excepting normal cash dividends) that has a material effect on the Fair Market Value of shares of Stock, appropriate and proportionate adjustments shall be made in the number and class of shares subject to the Award, in order to prevent dilution or enlargement of the Participant’s rights under the Award. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as “effected without receipt of consideration by the Company.” Any fractional share resulting from an adjustment pursuant to this Section 7 shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Board, and its determination shall be final, binding and conclusive.

8 **RIGHTS AS A STOCKHOLDER, DIRECTOR, EMPLOYEE OR CONSULTANT.**

The Participant shall have no rights as a stockholder with respect to any shares which may be issued in settlement of this Award until the date of the issuance of a certificate for such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). Except as provided in Section 3.8, no adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such certificate is issued, except as provided in Section 7. If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant’s employment is “at will” and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant’s Service as a Director, an Employee or a Consultant, as the case may be, at any time.

9        **LEGENDS.**

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of stock issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to this Award in the possession of the Participant in order to carry out the provisions of this Section.

10       **SECTION 409A COMPLIANCE.**

This Agreement is intended to be exempt from or comply with Section 409A of the Code ("**Section 409A**") and shall be interpreted and administered accordingly. The Company reserves the unilateral right to amend this Agreement in order to maintain an exemption from or comply with Section 409A. Notwithstanding the foregoing, none of the Company, its contractors, agents and employees, the Board and each member of the Board shall have any obligation to prevent, minimize, or pay any gross-up payment to offset any negative tax consequences of any failure to follow the requirements of Section 409A or be liable for these consequences. Any payment under the Award that is subject to Section 409A and is otherwise due to a "specified employee" within the six-month period after "separation from service," as each specified term is defined under Section 409A, shall accumulate without interest and be paid on the first payroll date after the end of the six-month period or, if earlier, within ten business days after the appointment of a personal representative or executor of the estate after the Participant's death. If settlement of the Award under Section 3 is delayed under this Section 10, dividend equivalents will continue to be credited under Section 3.8 until final settlement.

11       **MISCELLANEOUS PROVISIONS.**

11.1    **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

11.2    **Binding Effect.** Subject to the restrictions on transfer set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11.3    **Termination or Amendment.** The Board may terminate or amend the Plan or the Award at any time; provided, however, that except as provided in Section 6 in connection with a Change in Control, no such termination or amendment may adversely affect the Award without the consent of the Participant unless such termination or amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Agreement shall be effective unless in writing.

11.4    **Notices.** Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, upon deposit in the United States Post Office, by registered or certified mail, or with an overnight courier service with postage and fees prepaid, addressed to the other party at the address shown below that party's signature or at such other address as such party may designate in writing from time to time to the other party.

11.5 **Integrated Agreement.** The Notice and this Agreement constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of the Notice and the Agreement shall survive any settlement of the Award and shall remain in full force and effect.

11.6 **Applicable Law.** This Agreement shall be governed by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within the State of California.

11.7 **Counterparts.** The Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.8 **Electronic Delivery.** The Company may, in its sole discretion, decide to (a) deliver by electronic means any documents related to the Award granted under the Plan, participation in the Plan, future Awards that may be granted under the Plan, or reports the Company generally makes available to its shareholders or (b) request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. By signing the Notice, the Participant acknowledges that the Company is not requiring the Participant to consent to electronic delivery of documents or participation. The Participant may revoke consent to electronic delivery of documents or participation by promptly notifying the Company according to Section 11.4. In addition, if the Participant requests by telephone or in writing, the Company shall have delivered to the Participant for free a paper copy of any document electronically delivered.

## RESTRICTED STOCK UNIT ELECTION

TO: Chief Financial Officer, Cohu, Inc. (the “*Company*”)

FROM: \_\_\_\_\_  
 (the “*Participant*”)

By signing this Restricted Stock Unit Election (this “*Election Form*”), I hereby elect to defer the Settlement Date of my Restricted Stock Units that would otherwise be settled subject to the terms and conditions of the Company’s 2005 Equity Incentive Plan (the “*Plan*”) and the Notice of Grant of Restricted Stock Units and the Restricted Stock Unit Agreement (together, the “*Agreement*”). Capitalized terms not used but not defined in this Election Form are defined in the Plan or the Agreement. I understand that this Election Form is irrevocable once effective. The terms of this Election Form are as follows:

1. **Plan Year to which Election applies.** This Election Form applies to the following Plan Year (the “*Election Period*”):

**New Directors:** The period commencing on the date of my initial appointment to the Board of Directors of the Company, which is: \_\_\_\_\_, 20\_\_\_\_, and ending on December 31 of that year.

**Plan Year:** Fiscal year commencing \_\_\_\_\_.

This Election Form will terminate at the end of each Plan Year (unless voluntarily extended by me prior to the beginning of a new Plan Year by my timely submission of a new election form) or effective as of the day on which I either terminate Service or the Plan terminates. This Election Form and any future election forms may also be terminated, amended, or otherwise revised, at the Company’s discretion should it determine that the Restricted Stock Unit program should be so terminated, amended, or otherwise revised. Any termination, amendment, or other revision of this Election Form will be subject to Section 14.2 of the Plan (intended compliance with Section 409A of the Internal Revenue Code of 1986).

2. **Restricted Stock Units Deferred.** I elect to defer settlement of the following portion of my Restricted Stock Units Award made to me during the Election Period (must be at a minimum of at least 10% and may increase in 5% increments thereafter):

\_\_\_\_\_%

3. **Restricted Stock Units Deferral Elections.** I hereby make the following elections with respect to the settlement of my vested Restricted Stock Units that will be payable in a single lump sum as provided in my Agreement. I understand that if I fail to make an election, or if the election is terminated, that I will be deemed to have elected settlement of my Restricted Stock Units when such units vest as provided in the Notice of Grant of Restricted Stock Units.

**Settlement Date:**

Subject to the terms of the Plan and my Agreement, I will receive shares of Stock in settlement of my Award (to the extent vested) within 30 days of the **earlier of** (i) any Specified Date I have elected below, (ii) the date of my termination of Service or (iii) the date of any Change in Control, as defined in the Agreement.



I understand that:

A Specified Date may be no earlier than January 1 of the second calendar year following the Election Period.

I may (but am not required to) elect a Specified Date, however, if I don't select a Specified Date, but have completed this Election Form and elected to defer settlement of the Award beyond the date shares of Stock would have been issued upon the vesting of the Restricted Stock Units, I will have made an irrevocable election to defer settlement of the Award until the 30-day period following the earlier of (i) my termination of Service or (ii) a Change in Control.

I elect a Specified Date for 100% of my Award on \_\_\_\_\_ (the "*Specified Date*"). (please select a date no earlier than January 1 of the second calendar year following the Election Period).

I do not elect a Specified Date (and I understand this means that the Settlement Date will be within 30 days of the earlier of (i) the date I terminate Service or (ii) the date of any Change in Control).

**Change of Settlement Date:**

I understand that I may make, with the consent of the Company, a subsequent election to further defer settlement of any Restricted Stock Units, and that such an election must be made at least one (1) year prior to my originally selected Settlement Date and I further understand that my newly elected Settlement Date must be at least five (5) years after the date of the originally selected Settlement Date. I further understand that the ability to make such a subsequent deferral election may not be available to me in the future if the Company changes its administration policies to reflect any changes to the applicable law governing deferred compensation.

4. **Filing of Election.** If I am electing to defer settlement of Restricted Stock Units to be granted during the Election Period beginning on the date of my initial appointment to the Board of Directors of the Company, then this Election Form must be filed with the Chief Financial Officer of the Company within 30 days after the date of my appointment. Otherwise, this Election Form must be filed with the Chief Financial Officer of the Company no later than December 31<sup>st</sup> of the year prior to the Election Period. No Election Form filed after the deadlines in this Section will be effective.

5. **Irrevocability of Election.** If I am electing to defer settlement of Restricted Stock Units to be granted during the Election Period beginning on the date of my initial appointment to the Board of Directors of the Company, then this Election Form will become irrevocable after the 30-days beginning on the date of my appointment. Otherwise, this Election Form will become irrevocable as of the commencement of the Election Period.

6. **Award is Unfunded.** I understand that the Company has not formally funded my Award and that I am considered a general unsecured creditor of the Company with respect to my rights under the Award.

7. **Subject to Plan.** This Election Form is in all respects subject to the terms and conditions of the Plan and the Agreement. Should any inconsistency exist between this Election Form, the Plan, the Agreement, and/or any applicable law, then the provisions of applicable law, the Plan, the Agreement, and this Election Form will control in that order of priority.

Participant Signature \_\_\_\_\_

Date: \_\_\_\_\_

**DIRECTOR FEE DEFERRAL ELECTION**

TO: Chief Financial Officer, Cohu, Inc. (the "*Company*")

FROM: \_\_\_\_\_  
 (the "*Participant*")

I hereby elect to defer receipt of that portion of my outside director fees (including, as applicable, any annual retainer fee, meeting fee, committee fee and any other compensation payable with respect to my service as a member of the Board) (collectively my "*Director Fees*") that I would otherwise receive from the Company, subject to the terms and conditions of the Company's 2005 Equity Incentive Plan (the "*Plan*") and this Director Fee Deferral Election (this "*Election Form*"). Capitalized terms used but not defined in this Election Form are defined in the Plan. I understand that this Election Form is irrevocable once effective. The terms of this Election Form are as follows:

1. **Director Fees to which Election applies.** This Election Form applies to the all Director Fees that I may be entitled to receive in the calendar year \_\_\_\_\_ (the "*Election Period*").

2. **Amount of Director Fees Deferred.** I elect to defer receipt of the following portion of my Director Fees (must select only one):

\_\_\_\_\_ 50% or \_\_\_\_\_ 100%

3. **Deferred Stock.** I understand that in exchange for the deferral of my Director Fees, the Company will award me, on a quarterly basis, Deferred Stock awards pursuant to the terms and conditions of Section 9.3 of the Plan. Specifically, I understand and agree that the number of vested shares of Stock underlying the Deferred Stock awards shall be determined by the following formula (with any resulting fractional share being disregarded):

$$X = A / B$$

where,

"X" is the number of Deferred Stock to be awarded pursuant to this Election Form;

"A" is the amount of quarterly Director Fees deferred pursuant to this Election Form; and

"B" is the Fair Market Value of a share of Stock on the date of grant of the Deferred Stock (the date such amounts Director Fees would have otherwise been paid in cash).

4. **Deferred Stock Elections.** I hereby make the following elections with respect to the settlement of my Deferred Stock.

**Form of Settlement of Deferred Stock:**

In shares of Stock payable in a single lump sum.

**Settlement Date:**

Subject to the terms of the Plan and my Deferred Stock Agreement (the "**Agreement**"), I will receive shares of Stock in settlement of my Deferred Stock award within 30 days of the **earlier of** (i) any Specified Date I have elected below, (ii) the date of my termination of Service or (iii) the date of any Change in Control, as defined in the attached Agreement ("**Settlement Date**").

I understand that:

A Specified Date may be no earlier than January 1 of the second calendar year following the Election Period.

I may (but am not required) to elect a Specified Date, however, if I don't select a Specified Date, but have completed this Election Form and elected to defer receipt of my Director Fees, I will have made an irrevocable election to defer settlement of the Deferred Stock until the 30-day period following the earlier of (i) my termination of Service or (ii) a Change in Control.

I elect a Specified Date for 100% of my Deferred Stock award on \_\_\_\_\_ (the "**Specified Date**"). (please select a date no earlier than January 1 of the second calendar year following the Election Period)

I do not elect a Specified Date (and I understand this means that the Settlement Date will be within 30 days of the earlier of (i) the date I terminate Service or (ii) the date of any Change in Control).

**Change of Settlement Date:**

I understand that I may make, with the consent of the Company, a subsequent election to further defer settlement of any Deferred Stock award, and that such an election must be made at least one (1) year prior to my originally selected Settlement Date and I further understand that my newly elected Settlement Date must be at least five (5) years after the date of the originally selected Settlement Date. I further understand that the ability to make such a subsequent deferral election may not be available to me in the future if the Company changes its administration policies to reflect any changes to the applicable law governing deferred compensation.

5. **Filing of Election.** This Election Form must be filed with the Chief Financial Officer of the Company no later than December 31<sup>st</sup> of the year prior to the Election Period. No Election Form filed after this date will be effective.
6. **Irrevocability of Election.** This Election Form will become irrevocable as of the commencement of the Election Period.
7. **Award is Unfunded.** I understand that the Company has not formally funded my Deferred Stock award and that I am considered a general unsecured creditor of the Company with respect to my rights under any Deferred Stock award.
8. **Subject to Plan.** This Election Form is in all respects subject to the terms and conditions of the Plan and the Agreement. Should any inconsistency exist between this Election Form, the Plan, the Agreement, and/or any applicable law, then the provisions of applicable law, the Plan, the Agreement, and this Election Form will control in that order of priority.

---

Participant Signature

---

Date

**COHU, INC.**  
**DEFERRED STOCK AGREEMENT**

Cohu, Inc. has granted to the individual (the "*Participant*") named in the *Notice of Grant of Deferred Stock* (the "*Notice*") to which this Deferred Stock Agreement (the "*Agreement*") is attached an award (the "*Award*") of Deferred Stock upon the terms and conditions set forth in the Election Form, the Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Cohu, Inc. 2005 Equity Incentive Plan (the "*Plan*"), as amended to the Date of Grant. By signing the Notice, the Participant: (a) represents that the Participant has read and is familiar with the terms and conditions of the Notice, the Election Form, the Plan and this Agreement, (b) accepts the Award subject to all of the terms and conditions of the Notice, the Election Form, the Plan and this Agreement, (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Board upon any questions arising under the Notice, the Election Form, the Plan or this Agreement, and (d) acknowledges receipt of a copy of the Notice, the Election Form, the Plan and this Agreement.

1. **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Notice or the Plan.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

2. **ADMINISTRATION.**

All questions of interpretation concerning this Agreement shall be determined by the Board. All determinations by the Board shall be final and binding upon all persons having an interest in the Award. Any officer of a Participating Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation, or election.

3. **SETTLEMENT OF THE AWARD.**

3.1 **No Additional Payment Required.** The Participant shall not be required to make any additional monetary payment (other than applicable tax withholding, if any) upon settlement of the Award. Payment of the aggregate purchase price of the shares of Stock for which the Award is being settled shall be made in the form of past services rendered by the Participant to a Participating Company or for its benefit which the Board, by resolution, determines to have a value not less than the aggregate purchase price of such shares of Stock.

3.2 **Issuance of Shares of Stock.** Subject to the provisions of Section 3.5 below, the Company shall issue to the Participant, on a date within thirty (30) days following the Settlement Date (as defined in the Notice) a number of whole shares of Stock equal to the Number of Deferred Stock (as defined in the Notice), rounded down to the nearest whole number. Such shares of Stock shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 3.5.

3.3 **Tax Withholding.** At the time the Award is granted, or at any time thereafter as requested by the Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company, if any, which arise in connection with the Award or the issuance of shares of Stock in settlement thereof. The Company shall have no obligation to deliver shares of Stock until the tax withholding obligations of the Company have been satisfied by the Participant.

3.4 **Certificate Registration.** The certificate for the shares as to which the Award is settled shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

3.5 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of shares of Stock upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

3.6 **Fractional Shares.** The Company shall not be required to issue fractional shares upon the settlement of the Award.

3.7 **Dividend Equivalents for Deferred Stock.** The Participant will be entitled to receive dividends or distributions paid on the shares of Stock underlying vested Deferred Stock in accordance with this Section 3.7. Any such dividends or distributions automatically will be credited as additional shares of Deferred Stock (the "*Deferred Stock Dividend Shares*").

(a) **Cash Dividends.** If the Company declares and pays any cash dividends or cash distributions on the shares of Stock, then with respect to the Deferred Stock that has vested as of the dividend record date, such Deferred Stock will be increased on the dividend payment date by a number of Deferred Stock Dividend Shares equal to the quotient obtained by dividing the amount of cash dividends and distributions paid on the dividend payment date on the shares of Stock underlying such vested Deferred Stock by the Fair Market Value of a share of Stock on the dividend payment date, rounded to the nearest whole share. Specifically, the number of Deferred Stock Dividend Shares credited for cash dividends and distributions paid on the dividend payment date will be determined in accordance with the following formula, rounded to the nearest whole share of Stock:  $X = (A \times B)/C$ , where **X** = the Deferred Stock Dividend Shares that will become vested Deferred Stock on the dividend payment date by reason of cash dividends and distributions paid on the dividend payment date, **A** = the number of unissued shares of Stock that were vested as of the dividend record date and remain subject to the vested Deferred Stock as of the dividend record date, **B** = the per share of Stock amount of cash dividends and distributions paid on the dividend payment date, and **C** = the Fair Market Value of a share of Stock on the dividend payment date. If the Participant would have been credited with Deferred Stock Dividend Shares under this Section for cash dividends paid on January 2, 2015 and April 17, 2015 had this Section then been in effect, then on the first dividend payment date on or after this Section becomes effective, the Company shall credit the Participant with the number of Deferred Stock Dividend Shares that results in the Participant having the same total number of shares of Deferred Stock as if this Section had been effective since January 2, 2015.

(b) **Stock Dividends.** If the Company declares and pays any stock dividends or stock distribution on shares of Stock during a Dividend Crediting Period, then the number of unissued shares of Stock, if any, that remain subject to Participant's vested Deferred Stock automatically will be adjusted in accordance with Section 7.

(c) **Restrictions on Dividend Equivalents.** Any Deferred Stock Dividend Shares resulting from the application of this Section 3.7 will be subject to the same terms and conditions (including, without limitation, the applicable deferral election and forfeiture provisions) as the unissued Deferred Stock to which they relate.

4. **NONTRANSFERABILITY OF THE AWARD.**

Prior to the Settlement Date, neither this Award nor any Deferred Stock subject to this Award shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except by will or by the laws of descent and distribution.

5. **EFFECT OF TERMINATION OF SERVICE.**

If the Participant's Service with the Company terminates for any reason, the Award, if not earlier settled, shall be settled as provided in Section 3. For purposes of this Agreement, "Service" shall mean the performance of services for the Company in the capacity of an Employee, Officer, Consultant, or Director.

6. CHANGE IN CONTROL.

In the event of a Change in Control (as defined below), the Award shall be settled in accordance with Section 3 immediately prior to the effective date of the Change in Control. For the purposes of this Award, the term "Change in Control" shall be defined as the occurrence of any of the following events: (a) any transaction in which any "person" as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than the Company, any trustee or other fiduciary holding securities under any employee benefit plan of the Company), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities entitled to vote in a general election for directors, other than a transaction involving the acquisition of securities directly from the Company; (b) a sale of all or substantially all of the Company's assets other than to a company or an entity fifty percent (50%) or more of which is owned by one or more of the current stockholders of the Company; or (c) a merger or consolidation of the Company with any other company, other than a merger or consolidation in which fifty percent (50%) or more of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation is owned by the current stockholders of the Company. Notwithstanding this Section 6, to the extent that the Award constitutes a "deferral of compensation" (as defined in and subject to Section 409A of the Code) and provides for a payment or a change in the time or form of payment upon a Change in Control, then no Change in Control shall be deemed to have occurred upon an event described above unless such event shall constitute a "change in control event" under Section 409A.

7. ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.

Subject to any required action by the stockholders of the Company, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (excepting normal cash dividends) that has a material effect on the Fair Market Value of shares of Stock, appropriate and proportionate adjustments shall be made in the number and class of shares subject to the Award, in order to prevent dilution or enlargement of the Participant's rights under the Award. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any fractional share resulting from an adjustment pursuant to this Section 7 shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Board, and its determination shall be final, binding and conclusive.



8. **RIGHTS AS A STOCKHOLDER, DIRECTOR, EMPLOYEE OR CONSULTANT.**

The Participant shall have no rights as a stockholder with respect to any shares which may be issued in settlement of this Award until the date of the issuance of a certificate for such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). Except as provided in Section 3.7 no adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such certificate is issued, except as provided in Section 7. If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service as a Director, an Employee or a Consultant, as the case may be, at any time.

9. **LEGENDS.**

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of stock issued pursuant to this Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to this Award in the possession of the Participant in order to carry out the provisions of this Section.

10. **SECTION 409A COMPLIANCE.**

This Agreement is intended to be exempt from or comply with Section 409A of the Code ("**Section 409A**") and shall be interpreted and administered accordingly. The Company reserves the unilateral right to amend this Agreement in order to maintain an exemption from or comply with Section 409A. Notwithstanding the foregoing, none of the Company, its contractors, agents and employees, the Board and each member of the Board shall have any obligation to prevent, minimize, or pay any gross-up payment to offset any negative tax consequences of any failure to follow the requirements of Section 409A or be liable for these consequences. Any payment under the Award that is subject to Section 409A and is otherwise due to a "specified employee" within the six-month period after "separation from service," as each specified term is defined under Section 409A, shall accumulate without interest and be paid on the first payroll date after the end of the six-month period or, if earlier, within ten business days after the appointment of a personal representative or executor of the estate after the Participant's death. If settlement of the Award under Section 3 is delayed under this Section 10, dividend equivalents will continue to be credited under Section 3.7 until final settlement.

11. **MISCELLANEOUS PROVISIONS.**

11.1 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

11.2 **Binding Effect.** Subject to the restrictions on transfer set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11.3 **Termination or Amendment.** The Board may terminate or amend the Plan or the Award at any time; provided, however, that except as provided in Section 7 in connection with a Change in Control, no such termination or amendment may adversely affect the Award without the consent of the Participant unless such termination or amendment is necessary to comply with any applicable law or government regulation. No amendment or addition to this Agreement shall be effective unless in writing.

11.4 **Notices.** Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, upon deposit in the United States Post Office, by registered or certified mail, or with an overnight courier service with postage and fees prepaid, addressed to the other party at the address shown below that party's signature or at such other address as such party may designate in writing from time to time to the other party.

11.5 **Integrated Agreement.** The Notice and this Agreement constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter other than those as set forth or provided for herein or therein. To the extent contemplated herein or therein, the provisions of the Notice and the Agreement shall survive any settlement of the Award and shall remain in full force and effect.

11.6 **Applicable Law.** This Agreement shall be governed by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within the State of California.

11.7 **Counterparts.** The Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.8 **Electronic Delivery.** The Company may, in its sole discretion, decide to (a) deliver by electronic means any documents related to the Award granted under the Plan, participation in the Plan, future Awards that may be granted under the Plan, or reports the Company generally makes available to its shareholders or (b) request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company. By signing the Notice, the Participant acknowledges that the Company is not requiring the Participant to consent to electronic delivery of documents or participation. The Participant may revoke consent to electronic delivery of documents or participation by promptly notifying the Company according to Section 11.4. In addition, if the Participant requests by telephone or in writing, the Company shall have delivered to the Participant for free a paper copy of any document electronically delivered.

## COHU, INC.

## 2005 EQUITY INCENTIVE PLAN

## STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (“Agreement”), is made pursuant to a Notice of Grant of Stock Option (the “Notice”) attached hereto or incorporated into this Agreement by this reference, made as of the effective date as set forth in the Notice, between Cohu, Inc., a Delaware corporation (the “Company”) and the option holder (“Participant”) whose identity is set forth in the Notice. The grant of stock options pursuant to this Agreement and the Notice is made pursuant to the Cohu, Inc. 2005 Equity Incentive Plan (the “Plan”). Any discrepancy between the language of the Plan, the Agreement, and the Notice shall be resolved in that order of priority. Capitalized words in this Agreement have the same meaning as those in the Plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and the mutual benefits to be derived herefrom, the parties hereto agree as follows:

1. Grant of Option. The Company hereby grants to Participant as a matter of separate inducement and agreement in connection with Participant’s Service, and not in lieu of any salary or other compensation for services, the right and option to purchase, in accordance with the Plan and Notice and on the terms and conditions hereinafter set forth, all or any part of an aggregate of such number of authorized but unissued shares indicated in the Notice.

In the event dividends are payable in Stock of the Company or in the event that there are splits, subdivisions, or combination of shares of Stock, the number of shares subject to the Option shall be increased or decreased proportionately, as the case may be, without change in the total price of all shares initially available under the Option.

Except as provided in this Agreement, the Option may not be exercised at any time unless Participant shall have been in the continuous Service of the Company or any of its Parent or Subsidiary or participating corporations from the date of grant to the date of exercise of the Option. Service shall be defined in accordance with the Plan.

This Agreement and the Option shall terminate on the expiration date indicated in the Notice unless terminated at an earlier date in accordance with the provisions hereof and of the Plan.

2. Method of Exercise and Payment. Each exercise of the Option shall be by means of a written notice of exercise delivered to the Secretary of the Company (or such other officer as designated by the Committee) and specifying the number of whole shares with respect to which the Option is being exercised, together with tender to the Company of the full purchase price attributable to the shares to be purchased.

Except as otherwise provided for in the Plan and subject to limits that may apply to an “incentive stock option,” as that term is defined in Section 422(b) of the Internal Revenue Code as amended, payment of the exercise price for the number of shares being purchased pursuant to any Option shall be made (i) in cash, by check or cash equivalent, (ii) by tender to the Company, or attestation to the ownership, of shares of Stock owned by the Participant having a Fair Market Value of not less than the exercise price, (iii) by delivery of a properly executed notice of exercise together with irrevocable instructions to a broker providing for the assignment to the Company of the proceeds of a sale or loan with respect to some or all of the shares being acquired upon the exercise of the Option (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System ( a “Cashless Exercise”), (iv) by delivery of a properly executed notice of exercise electing a Net-Exercise, (v) by such other consideration as may be approved by the Company’s Board of Directors from time to time to the extent permitted by applicable law, or (vi) by any combination thereof.

---

Prior to exercising the Option, Participant shall review the Company's most recent financial statements, reports and other information available to the Company's stockholders, such that Participant becomes familiar, to Participant's full satisfaction, with the Company's affairs, status, prospects and risks. In the event that the Option is to be exercised by any person other than Participant, notice of exercise shall be accompanied by appropriate proof of the right of such person to exercise the Option.

3. Termination of Option. Any Option which has not been exercised by the expiration date as stated in the Notice, shall automatically terminate and be cancelled. If the Service of Participant terminates prior to the expiration date, the Option will terminate thirty (30) days after Service terminates and will be exercisable to the extent such Option was exercisable on the date of termination; if termination is due to Disability of the Participant, Participant or his or her legal representatives will have six (6) months from the date of Disability to exercise the Option, to the extent such Option was exercisable on the date of such Disability; if termination is due to death of the Participant, his or her legal representatives will have six (6) months from the date of death to exercise the Option, to the extent such Option was exercisable on the date of such death. If Section 14.1 of the Plan (Compliance with Applicable Law) prevents the Participant from exercising the Option to the extent permitted under this Section, Participant or his or her legal representatives will have until the later of (a) the time otherwise specified under this Section and (b) one month after the date on which Section 14.1 of the Plan no longer prevents Participant from exercising the Option.

4. Change in Control. Notwithstanding any other provision of the Plan to the contrary, the Board, in its sole discretion, in the event of a Change in Control,<sup>1</sup> may take such actions as it deems appropriate to provide for the acceleration of the exercisability and vesting in connection with such Change in Control of any or all outstanding options and shares acquired upon the exercise of such options upon such conditions and to such extent as the Board shall determine.

If a Change in Control occurs, the surviving, continuing, successor or purchasing corporation or parent corporation thereof may either assume the Option or substitute new stock options having an equivalent value. In the event of a Change in Control and the outstanding Options are not assumed or replaced, then all unexercisable, unvested or unpaid portions of such outstanding Options will become immediately exercisable, vested and payable in full immediately prior to the date, but contingent upon the consummation, of the Change in Control, and the Participant will be permitted to exercise and receive full payment for the Options. Any Option not assumed, replaced or exercised prior to the Change in Control will terminate.

5. Transferability of Options. During the lifetime of the Participant, an Option shall be exercisable only by the Participant or, while the Participant is under legal disability, the Participant's guardian or legal representative. Prior to the issuance of shares of Stock upon the exercise of an Option, the Option shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution.

---

---

6. Participant Not a Stockholder. Participant shall have no rights as a stockholder of the Company with respect to the shares covered by the Option until the date of issuance of shares for which the Option has been exercised (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment will be made for dividends or other rights for which the record date is prior to the date on which shares are issued.

7. Notices. Any notice to be given under the terms hereof shall be hand delivered to the Secretary of the Company (or such other officer as designated by the Committee) or sent by certified mail, return receipt requested, to Cohu, Inc., 12367 Crosthwaite Circle, Poway, California 92064, and any notice to be given to the Participant shall be addressed to the Participant at the address given beneath the Participant's signature hereto, or at such other address as a party may hereafter designate in writing to the other party (including, but not limited to, an e-mail address). Notice shall have been deemed duly given when enclosed in a properly sealed envelope, addressed as aforesaid, certified mail, and deposited (postage prepaid) in a post office or branch post office regularly maintained by the United States Government or, if notice is not given through the mail, when such notice is actually received by the person to whom notice is being given.

The Plan documents, which may consist of any or all of the following: the Plan, the Notice, this Agreement, the prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of shares issuable pursuant to the Option (the "Plan Prospectus"), and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the Participant may deliver electronically the Notice and the notice of exercise required under Section 2 to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include, among other things, the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail, or such other means of electronic delivery specified by the Company.

The Participant acknowledges that the Participant has read this Section and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Notice and the notice of exercise required under Section 2. The Participant further acknowledges that the Company will provide a paper copy of any documents delivered electronically at no cost to the Participant if the Participant requests by contacting the Company by telephone or in writing. The Participant also acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third-party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke the consent to the electronic delivery of documents described in this Section or may change the e-mail address to which such documents are to be delivered (if the Participant has provided an e-mail) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or e-mail. Finally, the Participant understands that there is no requirement to consent to electronic delivery of documents described in this Section.

8. Plan. This Option is granted pursuant to the Plan and the defined terms of the Plan and all other terms and conditions of the Plan are hereby incorporated into this Agreement. Participant acknowledges receiving a copy of the Plan and the Plan Prospectus.

---

9. Tax Withholding. The Company shall have the right, but not the obligation, to deduct from the shares of Stock issuable upon the exercise of an Option, or to accept from the Participant the tender of, a number of whole shares of Stock having a Fair Market Value, as determined by the Company, equal to all or any part of the federal, state, local and foreign taxes, if any, required by law to be withheld by the Company with respect to such Option or the shares acquired upon the exercise thereof. Alternatively or in addition, in its discretion, the Company shall have the right to require the Participant, through payroll withholding, cash payment or otherwise, including by means of a Cashless Exercise, to make adequate provision for any such tax withholding obligations of the Company arising in connection with the Option or the shares acquired upon the exercise thereof. The Fair Market Value of any shares of Stock or cash payment withheld or tendered to satisfy any such tax withholding obligations shall not exceed the amount permitted to maintain the classification of the Option as an equity award for financial accounting purposes. The Company shall have no obligation to deliver shares of Stock or to release shares of Stock from an escrow established pursuant to this Agreement until the Company's tax withholding obligations have been satisfied by the Participant.

10. Continuance of Employment. Nothing contained in this Agreement or in the Plan shall confer upon Participant any right with respect to continued employment or Service by the Company or its Parent or Subsidiary Corporations, if any, or interfere in any way with the right of the Company (or other entity) at any time to terminate such employment or Service or to increase or decrease the compensation received by Participant, but nothing contained herein shall affect any otherwise existing contractual rights of Participant.

11. Laws Applicable to Construction. The interpretation, performance and enforcement of the Option and this Agreement shall be governed by the laws of the State of California, without regard to its conflict-of-law rules, except to the extent U.S. federal law applies.

12. Acknowledgment. If the Option is intended to be an "incentive stock option," as that term is defined in Section 422(b) of the Internal Revenue Code as amended, certain conditions may be imposed in order for the Option to so qualify and to continue to so qualify. Participant agrees and acknowledges that neither the Company nor anyone acting on its behalf in connection with the administration of the Plan shall be liable to Participant or any successor-in-interest of Participant for any loss or damage suffered as a result of the Option failing to be an incentive stock option under the Code. Participant further agrees and acknowledges that in the event that the aggregate Fair Market Value (determined as of the effective date of grant and as defined by the Plan) of stock with respect to which incentive stock options are exercisable for the first time by Participant during any calendar year (under all plans of the Company and its parent or subsidiary corporations) exceeds \$100,000, the portion of the latest granted incentive stock option(s) equal to such excess shall be treated as a nonstatutory stock option rather than an incentive stock option. In addition, Participant acknowledges that the disposition of shares purchased pursuant to an incentive stock option occurring within (i) two years from the date of grant or (ii) one year from the date of exercise of the Option will result in any gain recognized on the disposition being treated as taxable compensation income in the year of the disposition. Participant further acknowledges that the difference between the aggregate price and the Fair Market Value of the shares on the date of exercise of the Option may be an item of tax preference for purposes of the alternative minimum tax to the extent required by applicable law.

13. Notice of Disposition; Proof of Continued Ownership. In the event the Option is intended to be an incentive stock option, Participant agrees to notify the Company of any disposition of shares acquired pursuant to the Option occurring within (i) two years from the date of grant or (ii) one year from the date of exercise of the Option. In addition, Participant agrees to provide such proof of continued ownership of shares as the Company may reasonably require to assess properly any tax deductions associated with the disposition of shares acquired through exercise of the Option.

---

14. Termination or Amendment. The Committee may terminate or amend the Option at any time, so long as no such termination or amendment has a materially adverse effect on the Option or any unexercised portion thereof without the consent of the Participant, unless such termination or amendment is necessary to comply with any applicable law or in connection with a Change in Control under Section 4. No amendment to this Agreement is to be effective unless in writing.

15. Further Instruments. The parties agree to execute any further instrument and to act as reasonably necessary to carry out the intent of this Agreement.

16. Binding Effect. This Agreement inures to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, is binding on the Participant and the Participant's heirs, executors, administrators, successors, and assigns.

17. Counterparts. The Notice may be executed in counterparts, each of which is to be deemed an original, but all of which together constitute one and the same instrument.

---

Exhibit "A"

LETTER AGREEMENT FOR PARTICIPANT'S  
EXERCISE OF INCENTIVE OR NONSTATUTORY STOCK OPTION

Corporate Secretary  
Cohu, Inc.  
12367 Crosthwaite Circle  
Poway, CA 92064

To the Corporate Secretary:

I am the "Participant" under the Stock Option Agreement ("the Agreement") with Cohu, Inc. (the "Company"). Pursuant to the Agreement, I hereby elect to exercise my Option(s). I understand that this election is irrevocable without the consent of the Company once it is effective in accordance with the terms of the underlying plan and the Agreement.

<u>Grant #</u>	<u>Grant Date</u>	<u>Control # (Company use)</u>	<u># Shares Exercised</u>	<u>Option Price</u>	<u>Total Exercise Price</u>
				\$ ___	\$ ___
				\$ ___	\$ ___
				\$ ___	\$ ___
				\$ ___	\$ ___
				\$ ___	\$ ___
				___	\$ ___
<b>Totals</b>					

I hereby agree to accept delivery of such shares as provided for in said option; and have tendered \$\_\_\_ (a \$25.00 DWAC (Deposit & Withdrawal At Custodian) fee imposed by Transfer Agent is included, if applicable) for said option. If payment is by delivery of previously acquired shares, attached are share certificates or an attestation of ownership of Company Stock duly executed in accordance with the Agreement.

I understand and agree as follows:

(i) The determination of the Fair Market Value of the shares issued on the exercise of my Option shall be made as of the business day this notice of exercise is properly tendered to the Company along with payment of the exercise price and compliance with all other terms of exercise. I understand that the difference between The Fair Market Value of the shares on the date of exercise and the exercise price may be an item of tax preference for purposes of the alternative minimum tax.

(ii) I understand that a disposition of shares acquired upon exercise of an Incentive Stock Option prior to two (2) years from the date of grant of the Option or one (1) year from the date of exercise of the Option may cause gain recognized on the disposition to be taxable to me as compensation income to reported on my Form W-2. I will notify you of any disposition of the shares within these time periods and agree to provide you with such proof of continued ownership of such shares as you may require. If the options exercised are nonstatutory stock options, I understand that the Company may be required to withhold or collect taxes owed on any taxable gain that is recognized on the exercise date.

(iii) I have reviewed or had the opportunity to review the Company's most recent financial statements, reports and other information available to stockholders, such that I am familiar with the Company's affairs, status, prospects and risks to my full satisfaction.

(iv) I am able to bear the economic risk of holding shares acquired pursuant to the exercise of the Option for an indefinite period.

---



(v) I represent and warrant that I have no knowledge of material information about the Company and its subsidiaries, if any, or their business or prospects that has not been made heretofore publicly available.

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Participant's Signature Date

\_\_\_\_\_  
Date Received by the Company

\_\_\_\_\_  
Receipt Acknowledged

COHU, INC.  
SARBANES-OXLEY ACT SECTION 302(a)  
CERTIFICATION

I, Luis A. Müller, certify that:

1. I have reviewed this Form 10-Q of Cohu, 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 by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(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 4, 2015

/s/ Luis A. Müller

Luis A. Müller

President & Chief Executive Officer

COHU, INC.  
SARBANES-OXLEY ACT SECTION 302(a)  
CERTIFICATION

I, Jeffrey D. Jones, certify that:

1. I have reviewed this Form 10-Q of Cohu, 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 by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(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 4, 2015

/s/ Jeffrey D. Jones

Jeffrey D. Jones

Vice President Finance & Chief Financial Officer

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

In connection with the accompanying Quarterly Report of Cohu, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended June 27, 2015 (the "Report"), I, Luis A. Müller, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, based on my knowledge:

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

Date: August 4, 2015

/s/ Luis A. Müller

Luis A. Müller,  
President & Chief Executive Officer

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

In connection with the accompanying Quarterly Report of Cohu, Inc. (the "Company") on Form 10-Q for the fiscal quarter ended June 27, 2015 (the "Report"), I, Jeffrey D. Jones, Vice President Finance & Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, based on my knowledge:

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

Date: August 4, 2015

/s/ Jeffrey D. Jones

Jeffrey D. Jones,  
Vice President Finance & Chief Financial Officer

