

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM S-3
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

LATTICE SEMICONDUCTOR CORPORATION
 (EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE
 (STATE OR OTHER JURISDICTION OF
 INCORPORATION OR ORGANIZATION)

93-0835214
 (I.R.S. EMPLOYER
 IDENTIFICATION NUMBER)

5555 N.E. MOORE COURT
 HILLSBORO, OREGON 97124-6421
 (503) 681-0118
 (ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA CODE, OF
 REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

STEPHEN A. SKAGGS
 CHIEF FINANCIAL OFFICER
 LATTICE SEMICONDUCTOR
 CORPORATION
 5555 N.E. MOORE COURT
 HILLSBORO, OREGON 97124-6421
 (503) 681-0118
 (NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING AREA
 CODE, OF AGENT FOR SERVICE)

COPY TO:
 JOHN A. FORE, ESQ.
 WILSON SONSINI GOODRICH & ROSATI
 PROFESSIONAL CORPORATION
 650 PAGE MILL ROAD
 PALO ALTO, CA 94304
 (650) 493-9300

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:
 As soon as practicable after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. / /

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. /X/

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. / /

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Common Stock, \$0.01 par value per share, upon exercise of warrants to purchase shares of Common Stock.....	50,098 shares	\$47.875	\$2,398,441.75	\$666.77

(1) The proposed Maximum Offering Price Per Share was estimated pursuant to Rule 457(g) under the Securities Act of 1933, as amended (the "Securities Act"), under which rule the per share price is estimated by reference to the exercise price of the securities, which exercise price is \$47.875.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the Registration Statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED DECEMBER 22, 1998

PRELIMINARY PROSPECTUS

50,098 SHARES

LATTICE SEMICONDUCTOR CORPORATION

COMMON STOCK

Lattice Semiconductor Corporation's Common Stock is traded on the Nasdaq National Market under the symbol "LSCC." On December 18, 1998, the last reported sale price for the Common Stock on the Nasdaq National Market was \$42 7/8 per share.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is _____

YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS DOCUMENT OR TO WHICH WE HAVE REFERRED YOU. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION THAT IS DIFFERENT. THIS DOCUMENT MAY ONLY BE USED WHERE IT IS LEGAL TO SELL THESE SECURITIES. THE INFORMATION IN THIS DOCUMENT MAY ONLY BE ACCURATE ON THE DATE OF THIS DOCUMENT.

THE COMPANY

Lattice Semiconductor Corporation was incorporated in Oregon in 1983 and reincorporated in Delaware in 1985. Its principal executive offices are located at 5555 N.E. Moore Court, Hillsboro, Oregon 97124-6421, and its telephone number at that location is (503) 681-0118. The common stock of Lattice Semiconductor Corporation is traded on the Nasdaq National Market and is quoted under the symbol "LSCC."

DESCRIPTION OF WARRANT

GENERAL

This Prospectus relates to 50,098 shares (the "Shares") of common stock, \$0.01 par value (the "Common Stock"), of Lattice Semiconductor Corporation (the "Company") which are issuable upon exercise of a warrant (the "Bain Warrant") issued to Bain & Company, Inc. ("Warrantholder") pursuant to a Warrant to Purchase Shares of Common Stock. The Bain Warrant was approved by the Board of Directors of the Company (the "Board") on May 5, 1998. As of the date of this Prospectus, there is an outstanding Bain Warrant to purchase an aggregate of 50,098 shares of the Company's Common Stock at an exercise price of \$47.875 per share. This outstanding Bain Warrant expires on May 5, 2003 and vests on a monthly schedule of (i) 3,929 shares per month commencing March 1, 1998 and ending August 31, 1998, and (ii) 4,420 shares per month commencing September 1, 1998 and ending February 28, 1999. Upon exercise of the Bain Warrant, the exercise price must be paid in cash, certified check or cashier's check. The holder shall have the option to exercise the Bain Warrant pursuant to either the Standard Method or the Net Issuance Method (as those terms are defined in the Warrant to Purchase Shares of Common Stock attached hereto as Exhibit 4.1).

CANCELLATION OF THE WARRANT

If Warrantholder should for any reason cease to serve as a consultant of the Company, the Bain Warrant shall be exercisable only as to those Shares which had vested on the date of notice of termination. If Warrantholder temporarily ceases to serve as a consultant to the Company, then the vesting shall end as of the date services cease and shall resume when services are re-engaged. Nothing in the Bain Warrant shall confer upon Warrantholder any right with respect to continuation of a consulting relationship with the Company, nor shall it interfere in any way with the Company's right to terminate Warrantholder as a consultant at any time.

LIMITED TRANSFERABILITY OF THE WARRANT

The Bain Warrant may not be transferred, sold or assigned without the prior written consent of the Company. The Bain Warrant may be exercised only by Warrantholder or its permitted transferees. In addition, prior to the time this Registration Statement becomes effective with the Securities and Exchange Commission (the "Commission"), the Shares acquired upon exercise of the Bain Warrant may not be transferred or sold without giving written notice to the Company of such sale.

CHANGES IN CAPITALIZATION

The exercise price of the Bain Warrant and the number of shares of Common Stock issuable upon exercise of the Bain Warrant will be proportionately adjusted to reflect any stock split, stock dividend or like event affecting the Common Stock.

MERGER, SALE OF ASSETS OR LIQUIDATION

In the event of the proposed dissolution or liquidation of the Company, or the proposed sale of substantially all of the assets of the Company, or the proposed merger of the Company with or into another corporation, Warrantholder shall have the right to receive the kind and amount of shares of stock or other property that Warrantholder would have received if Warrantholder had exercised the Bain Warrant prior to such liquidation, merger or sale. The Board may, in its sole discretion, provide a 30-day period immediately prior to the event in which Warrantholder shall have the right to exercise its Bain Warrant as to all or any part of the Shares, including Shares as to which the Bain Warrant would not otherwise be exercisable.

USE OF PROCEEDS

The proceeds received by the Company upon exercise of the Bain Warrant from time to time will be used for general working capital purposes.

PRICE RANGE OF COMMON STOCK

The following table sets forth the range of high and low sale prices of the Company's Common Stock for the indicated periods, as reported by the Nasdaq National Market. On December 18, 1998, the last reported sale price of the Common Stock on the Nasdaq National Market was \$42 7/8 per share. As of December 18, 1998, the Company had approximately 371 holders of record of the Common Stock.

	HIGH	LOW
	-----	-----
Fiscal year ended March 29, 1997:		
First Quarter.....	36 1/4	21 5/8
Second Quarter.....	31 1/2	19 3/4
Third Quarter.....	47	27 1/2
Fourth Quarter.....	54 7/8	39 3/4
Fiscal year ended March 28, 1998:		
First Quarter.....	62 5/8	41 1/2
Second Quarter.....	74 1/2	54 7/8
Third Quarter.....	67 1/2	45
Fourth Quarter.....	57	39 3/4
Fiscal year ending April 3, 1999		
First Quarter.....	54 5/8	25 5/8
Second Quarter.....	36 5/8	23 1/4
Third Quarter (through December 18, 1998)....	45 1/4	18 7/8

DIVIDEND POLICY

To date the Company has not declared or paid cash dividends on its Common Stock. The Board presently intends to retain all earnings for use in the Company's business and therefore does not anticipate declaring or paying any cash dividends on its Common Stock in the foreseeable future.

PLAN OF DISTRIBUTION

Warrantholder or its permitted transferees (collectively the "Selling Shareholders") may sell all or a portion of the Shares from time to time on the Nasdaq National Market for their own accounts at prices prevailing in the public market at the times of such sales. The Selling Shareholders may also make private sales directly or through a broker or brokers, who may act as agent or as principal. The Selling Shareholders will bear all sales commissions and similar expenses related to the sale of the Shares. The Company will pay all expenses related to the registration of the Shares pursuant to the Registration Statement of which this Prospectus is a part (the "Registration Statement"). None of the Shares offered pursuant to this Prospectus have been registered prior to the filing of the Registration Statement.

Each Selling Shareholder and any broker executing selling orders on behalf of a Selling Shareholder may be deemed to be an "underwriter" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), in which event commissions received by such broker may be deemed to be underwriting commissions under the Securities Act. Any broker-dealer participating in such transactions as agent may receive commissions from the Selling Shareholder (and from any purchaser of shares in such transaction). Usual and customary brokerage fees will be paid by the Selling Shareholder.

There can be no assurances that Warrantholder will sell any or all of the Shares of Common Stock offered hereunder.

LEGAL MATTERS

The validity of the issuance of the Common Stock offered hereby has been passed upon for the Company by Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California.

EXPERTS

The consolidated financial statements incorporated in this Prospectus by reference to the Annual Report on Form 10-K of Lattice Semiconductor Corporation for the year ended March 28, 1998 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN FIND MORE INFORMATION

The Company is subject to the informational reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Commission. Such reports, proxy statements and other information filed by the Company can be inspected and copied at the public reference facilities of the Commission located at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's regional offices at Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, IL 60661 and Seven World Trade Center, 13th Floor, New York, NY 10048. Copies of such material also can be obtained from the Public Reference Section of the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Information regarding the operation of the Public Reference Room may be obtained by calling the Commission at 1-800-SEC-0330. The Commission maintains a World Wide Web site that contains reports, proxy and information statements and other information regarding registrants that file

electronically with the Commission. The address of that site is <http://www.sec.gov>. The Common Stock is traded on the Nasdaq National Market. The foregoing materials should also be available for inspection at the National Association of Securities Dealers, Inc., 9513 Key West Avenue, Rockville, MD 20850.

This Prospectus contains information concerning Lattice Semiconductor Corporation and the sale of its Common Stock by the Selling Shareholders, but does not contain all the information set forth in the Registration Statement which the Company has filed with the Commission under the Securities Act. The Registration Statement, including various exhibits, may be inspected at the Commission's office in Washington, D.C.

The following documents filed with the Commission are incorporated herein by reference:

- (a) The Company's Quarterly Report on Form 10-Q for the fiscal quarter ended September 26, 1998, filed pursuant to Section 13(a) or 15(d) of the Exchange Act.
- (b) The Company's Quarterly Report on Form 10-Q for the fiscal quarter ended June 27, 1998, filed pursuant to Section 13(a) or 15(d) of the Exchange Act.
- (c) The Company's Annual Report on Form 10-K for the fiscal year ended March 28, 1998, filed pursuant to Section 13(a) or 15(d) of the Exchange Act.
- (d) The description of the Company's Common Stock which is contained in the Company's Registration Statement on Form 8-A filed with the Commission on September 27, 1989, pursuant to Section 12 of the Exchange Act, including any amendment or report filed for the purpose of updating any such description.
- (e) The description of the preferred stock purchase rights of the Company contained in the Company's Registration Statement on Form 8-A filed with the Commission on September 13, 1991.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities registered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents.

The Company will provide without charge to each person, including any beneficial owner, to whom this Prospectus is delivered, upon written or oral request of such person, a copy of any and all of the information that has been or may be incorporated by reference in this Prospectus, other than exhibits to such documents. Requests for such copies should be directed to the Company's Chief Financial Officer at 5555 N.E. Moore Court, Hillsboro, Oregon 97124-6421. The Company's telephone number at that location is (503) 681-0118.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

Securities and Exchange Commission registration fee.....	\$ 666.77
Fees and expenses of counsel.....	8,000.00
Fees and expenses of accountants.....	2,000.00
Blue sky fees and expenses.....	1,500.00
Miscellaneous.....	333.23

Total	\$12,500.00

Except for the Securities and Exchange Commission registration fee, all of the foregoing expenses have been estimated. All of the above expenses will be paid by the Registrant.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Company's Certificate of Incorporation (the "Certificate") limits, to the maximum extent permitted by Delaware law, the personal liability of directors for monetary damages for their conduct as a director. The Company's Bylaws provide that the Company shall indemnify its officers and directors and may indemnify its employees and other agents to the fullest extent permitted by law.

Section 145 of the Delaware General Corporation Law ("Delaware Law") provides that a corporation may indemnify a director, officer, employee or agent made a party to an action by reason of the fact that he was a director, officer, employee or agent of the corporation or was serving at the request of the corporation against expenses actually and reasonably incurred by him in connection with such action if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and with respect to any criminal action, had no reasonable cause to believe his conduct was unlawful.

Delaware Law does not permit a corporation to eliminate a director's duty of care, and the provisions of the Certificate have no effect on the availability of equitable remedies such as injunction or rescission, based upon a director's breach of the duty of care. Insofar as indemnification for liabilities arising under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), may be permitted to foregoing provisions and agreements, the Registrant has been informed that in the opinion of the staff of the Commission such indemnification is against public policy as expressed in the Exchange Act and is therefore unenforceable.

ITEM 16. EXHIBITS.

Exhibit Number	Description
4.1	Form of Warrant to Purchase Shares of Common Stock dated May 5, 1998.
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Counsel to the Registrant.
24.1	Consent of PricewaterhouseCoopers LLP, Independent Accountants.
24.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Counsel to the Registrant (included in Exhibit 5.1).
25.1	Power of Attorney (see page II-3)

ITEM 17. UNDERTAKINGS.

(a) The Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's Annual Report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hillsboro, State of Oregon, on this 17th day of December 1998.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Cyrus Y. Tsui

 Cyrus Y. Tsui
 President, Chief Executive Officer and
 Chairman of the Board

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Cyrus Y. Tsui and Stephen A. Skaggs, and each of them acting individually, as his attorney-in-fact, each with full power of substitution, for him in any and all capacities, to sign any and all amendments to this Registration Statement on Form S-3, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or any substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Cyrus Y. Tsui ----- Cyrus Y. Tsui	President, Chief Executive Officer (Principal Executive Officer) and Chairman of the Board of Directors	December 17, 1998
/s/ Stephen A. Skaggs ----- Stephen A. Skaggs	Senior Vice President, Chief Financial Officer (Principal Financial Officer) and Secretary	December 17, 1998
/s/ Mark O. Hatfield ----- Mark O. Hatfield	Director	December 17, 1998
/s/ Daniel S. Hauer ----- Daniel S. Hauer	Director	December 17, 1998
/s/ Harry A. Merlo ----- Harry A. Merlo	Director	December 17, 1998
/s/ Larry W. Sonsini ----- Larry W. Sonsini	Director	December 17, 1998
/s/ Douglas C. Strain ----- Douglas C. Strain	Director	December 17, 1998

LATTICE SEMICONDUCTOR CORPORATION
REGISTRATION STATEMENT ON FORM S-3
INDEX TO EXHIBITS

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24.1	Consent of PricewaterhouseCoopers LLP, Independent Accountants.
24.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation, Counsel to the Registrant (included in Exhibit 5.1).
25.1	Power of Attorney (see page II-3).

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. NO SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER, SATISFACTORY TO THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION.

Void after May 5, 2003

LATTICE SEMICONDUCTOR CORPORATION
FORM OF WARRANT TO PURCHASE SHARES OF COMMON STOCK

THIS CERTIFIES THAT, for value received, Bain & Company, Inc. is entitled to subscribe for and purchase shares of the fully paid and nonassessable Common Stock, \$.01 par value, of LATTICE SEMICONDUCTOR CORPORATION, subject to the provisions and upon the terms and conditions hereinafter set forth.

1. DEFINITIONS.

For the purposes of this Warrant, the following terms shall have the following meanings:

(a) ACT. "Act" means the Securities Act of 1933, as amended.

(b) COMMON STOCK. "Common Stock" means the fully paid and nonassessable Common Stock, \$.01 par value, of the Company.

(c) COMPANY. "Company" means Lattice Semiconductor Corporation, a Delaware corporation.

(d) DATE OF GRANT. "Date of Grant" means May 5, 1998.

(e) SHARES. "Shares" means the shares of Common Stock subject to this Warrant, in the initial aggregate amount of 50,098, which amount is subject to adjustment pursuant to Section 5 hereof.

(f) VALUE AT EXERCISE. "Value at Exercise" means the weighted (by trading volume) average closing market price of the Company's Common Stock on the Nasdaq National Market (or, if the Common Stock should cease to be traded thereon, on such other exchange or public trading market on

which the Common Stock may then become traded) over the twenty (20) trading days immediately preceding the date which is two trading days prior to the date this Warrant is surrendered.

(g) WARRANT. "Warrant" means this Warrant which entitles Bain & Company, Inc., subject to the provisions and upon the terms and conditions set forth herein, to purchase the Shares.

(h) WARRANT PRICE. "Warrant Price" means initially a price of \$47.875 (Forty-Seven Dollars and Eighty-Seven and One Half Cents) per Share, which price is subject to adjustment pursuant to Section 5 hereof.

2. CONDITIONS TO EXERCISE.

(a) VESTING. Subject to subsection 2(b) below, the purchase right represented by this Warrant shall be exercisable, cumulatively, as to 3,929 Shares subject to the Warrant per month commencing March 1, 1998 and ending August 31, 1998, and as to 4,420 Shares subject to the Warrant per month commencing September 1, 1998 and ending February 28, 1999.

(b) CONTINUED CONSULTING. In the event that Bain & Company, Inc. shall cease to serve as a consultant of the Company for any reason, the Warrant shall be exercisable only as to those Shares which had vested (as noted in subsection 2(a) above) by the date that the Company gives Bain & Company, Inc. notice of its termination as a consultant to the Company or the date that Bain & Company, Inc. gives the Company notice that it is ceasing to serve as a consultant to the Company, whichever is earlier. The vesting of this Warrant is earned by Bain & Company, Inc.'s continued service as a consultant. This Warrant does not constitute an express or implied promise of a continued consulting relationship for the vesting period or any other period.

If Bain & Company, Inc. temporarily ceases to serve as a consultant to the Company, then the vesting shall end as of the date services cease.

3. METHOD OF EXERCISE; PAYMENT; ISSUANCE OF NEW WARRANT.

(a) The holder hereof shall have the option to exercise this Warrant pursuant to the method set out in either subsection (i) or (ii) below.

(i) STANDARD METHOD. This Warrant may be exercised by the holder hereof, in whole or in part, by the surrender of this Warrant by written notice to the Company in form reasonably satisfactory to the Company at the principal office of the Company and by the payment to the Company, in cash or by certified or cashier's check, of an amount equal to the then applicable Warrant Price per share multiplied by the number of Shares then being purchased.

(ii) NET ISSUANCE METHOD. This Warrant may be exercised by the holder hereof, in whole or in part, by the surrender of this Warrant by written notice to the Company in form reasonably satisfactory to the Company at the principal office of the Company. Upon such surrender, the holder of this Warrant is entitled to receive such number of fully paid and nonassessable Shares as equals the

product of (x) and (y) below, where (x) equals the quotient of (A) the Value at Exercise less the then applicable Warrant Price divided by (B) the Value at Exercise and (y) equals the number of Shares for which this Warrant is being exercised. If the result of the foregoing calculation results in a number equal to or less than zero, no Shares shall be delivered upon surrender of this Warrant.

(b) ISSUANCE OF NEW WARRANT. In the event of any exercise of the rights represented by this Warrant, certificates for the Shares issuable upon such exercise shall be delivered to the holder hereof within a reasonable time and, unless this Warrant has been fully exercised or expired, a new Warrant representing the portion of the Shares, if any, with respect to which this Warrant shall not then have been exercised shall also be issued to the holder hereof within such reasonable time. The holder hereof shall pay all transfer taxes, if any, arising from the exercise of this Warrant, and shall pay to the Company amounts necessary to satisfy any applicable federal, state and local withholding requirements.

4. STOCK FULLY PAID; RESERVATION OF SHARES.

All Shares which may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be fully paid and nonassessable. During the period within which the rights represented by this Warrant may be exercised, the Company will, at all times, have authorized and reserved a sufficient number of shares of its Common Stock to provide for the exercise of the rights represented by this Warrant.

5. ADJUSTMENT OF PURCHASE PRICE AND NUMBER OF SHARES.

The number of securities purchasable upon the exercise of this Warrant and the Warrant Price shall be subject to adjustment from time to time upon the occurrence of certain events, as follows:

(a) SUBDIVISION OR COMBINATION OF SHARES. If the Company at any time while this Warrant remains outstanding and unexpired shall subdivide or combine its Common Stock, the Warrant Price shall be proportionately decreased in the case of a subdivision or increased in the case of a combination.

(b) In case of any reclassification or change of outstanding shares of Common Stock, or in case of any consolidation of the Company with or merger of the Company with or merger of the Company into another corporation (other than a merger whose sole purpose is to change the state of incorporation of the Company or a consolidation or merger in which the Company is the continuing corporation and which does not result in any reclassification or change of outstanding shares of Common Stock), or in the case of any sale or conveyance to another corporation of the property of the Company as an entirety or substantially as an entirety, the holder hereof shall have the right thereafter without payment of additional consideration, upon exercise of its rights hereunder, to receive the kind and amount of shares of stock and other securities and property that the holder hereof would have received, upon such reclassification, change, consolidation, merger, sale or conveyance, with respect to the number of shares of Common Stock issuable upon such exercise, if such exercise had occurred immediately prior to such reclassification, change, consolidation, merger, sale or conveyance. Alternatively, the Board of Directors of the Company, may, in its sole discretion, provide a 30-day period immediately prior to such event in which the holder shall have the right to exercise the Warrant in whole or in part without regard to

limitations on vesting. It shall be a condition to the effectiveness of any such transaction that one of the foregoing provisions for the benefit of this Warrant shall be lawfully and adequately provided for.

(c) STOCK DIVIDENDS. If the Company at any time while this Warrant is outstanding and unexpired shall pay a dividend with respect to Common Stock payable in Common Stock, then the Warrant Price shall be adjusted, from and after the date of determination of stockholders entitled to receive such dividend, to that price determined by multiplying the Warrant Price in effect immediately prior to such date of determination by a fraction (i) the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such dividend, and (ii) the denominator of which shall be the total number of shares of Common Stock outstanding immediately after such dividend.

(d) ADJUSTMENT OF NUMBER OF SHARES. Upon each adjustment in the Warrant Price, the number of Shares shall be adjusted, to the nearest whole share, to the product obtained by multiplying the number of Shares immediately prior to such adjustment in the Warrant Price by a fraction, the numerator of which shall be the Warrant Price immediately prior to such adjustment and the denominator of which shall be the Warrant Price immediately thereafter.

6. NOTICE OF ADJUSTMENTS.

Whenever any Warrant Price shall be adjusted pursuant to Section 5 hereof, the Company shall make a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the Warrant Price after giving effect to such adjustment, and the Company shall cause copies of such certificate to be mailed (by first class mail, postage prepaid) to the holder of this Warrant.

7. FRACTIONAL SHARES.

No fractional shares of Common Stock will be issued in connection with any exercise hereunder, but in lieu of such fractional shares the Company shall make a cash payment therefor upon the basis of the Value at Exercise then in effect.

8. COMPLIANCE WITH THE ACT; NON-TRANSFERABILITY OF WARRANT; DISPOSITION OF SHARES.

(a) COMPLIANCE WITH THE ACT. The holder of this Warrant, by acceptance hereof, agrees that this Warrant and the Shares to be issued upon exercise hereof (unless issued pursuant to an effective registration statement) are being acquired for investment and that such holder will not offer, sell or otherwise dispose of this Warrant or any Shares to be issued upon exercise hereof except under the circumstances which will not result in a violation of the Act. Upon exercise of this Warrant, unless exercised pursuant to an effective registration statement covering the issuance of the Shares issuable upon exercise hereof, the holder hereof shall, if requested by the Company, confirm in writing, in a form satisfactory to the Company, that the Shares so issued are being acquired for investment and not with a view toward distribution or resale, that the holder is an "accredited investor", as that term is defined in Section 2(15) of the Act, and that the holder has received such information concerning the Company and

has had an opportunity to make inquiry as to the Company so as to allow the holder to make an informed investment decision to exercise this Warrant. This Warrant and all Shares issued upon exercise of this Warrant (unless issued pursuant to an effective registration statement) shall be stamped or imprinted with a legend in substantially the following form:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. NO SALE OR DISPOSITION MAY BE EFFECTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY AND WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER, SATISFACTORY TO THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION."

(b) NON-TRANSFERABILITY OF WARRANT. This Warrant may not be sold, transferred or assigned without the prior written consent of the Company and, if required, any governmental authority.

(c) DISPOSITION OF SHARES. This Section 8(c) shall apply to Shares issued upon exercise of this Warrant, unless such Shares are issued pursuant to an effective registration statement.

With respect to any offer, sale or other disposition of any Shares acquired pursuant to the exercise of this Warrant prior to registration of such Shares, the holder hereof and each subsequent holder of this Warrant agrees to give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of such holder's counsel, if requested by the Company, to the effect that such offer, sale or other disposition may be effected without registration or qualification (under the Act as then in effect or any federal or state law then in effect) of such Shares and indicating whether or not under the Act certificates for such Shares to be sold or otherwise disposed of require any restrictive legend as to applicable restrictions on transferability in order to ensure compliance with the Act. Promptly upon receiving such written notice and reasonably satisfactory opinion, if so requested, the Company shall notify such holder that such holder may sell or otherwise dispose of such Shares in accordance with the terms of the notice delivered to the Company. If the opinion of counsel for the holder is not reasonably satisfactory to the Company, the Company shall promptly notify the holder. Notwithstanding the foregoing paragraph, such Shares may be offered, sold or otherwise disposed of in accordance with Rule 144 under the Act, provided that the Company shall have been furnished with such information as the Company may request to provide a reasonable assurance that the provisions of Rule 144 have been satisfied.

Each certificate representing the Shares thus transferred (except a transfer pursuant to Rule 144) shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Act, unless in the aforesaid opinion of counsel for the holder, such legend is not required in order to ensure compliance with the Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions.

9. NO RIGHTS OF STOCKHOLDERS.

No holder of this Warrant shall be entitled to vote or receive dividends or be deemed the holder of Common Stock, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise.

10. EXPIRATION OF WARRANT.

This Warrant shall expire and shall no longer be exercisable upon the occurrence of 5:00 p.m., Pacific Standard Time, on May 5, 2003.

LATTICE SEMICONDUCTOR CORPORATION

By: _____
Name: _____
Title: _____

Date of Grant: May 5, 1998

December 22, 1998

Lattice Semiconductor Corporation
5555 N.E. Moore Court
Hillsboro, Oregon 97124-6421

RE: REGISTRATION STATEMENT ON FORM S-3

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-3 to be filed by you with the Securities and Exchange Commission on or about December 22, 1998 (the "Registration Statement") in connection with the registration under the Securities Act of 1933, as amended (the "Act"), of an aggregate of 50,098 shares (the "Shares") of your Common Stock which are issuable upon exercise of that certain Warrant to Purchase Shares of Common Stock to be issued to Bain & Company, Inc. (the "Bain Warrant"). As your counsel in connection with this transaction, we have examined the proceedings taken and are familiar with the proceedings proposed to be taken by you in connection with the issuance and sale of the Shares pursuant to the Bain Warrant.

It is our opinion that, upon completion of the actions being taken, or contemplated by us as your counsel to be taken by you prior to the issuance of the Shares pursuant to the Registration Statement and the Bain Warrant, and upon completion of the actions being taken in order to permit such transactions to be carried out in accordance with the securities laws of the various states where required, the Shares will be legally and validly issued, fully-paid and non-assessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement and any amendments thereto.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ WILSON SONSINI GOODRICH & ROSATI, P.C.

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectus constituting part of this Registration Statement on Form S-3 of our report dated April 15, 1998, which appears on page 23 of the 1998 Annual Report to Shareholders of Lattice Semiconductor Corporation, which is incorporated by reference in the Lattice Semiconductor Corporation Annual Report on Form 10-K for the year ended March 28, 1998. We also consent to the incorporation by reference of our report on the Financial Statement Schedule, which appears on page S-1 of such Annual Report on Form 10-K. We also consent to the reference to us under the heading "Experts" in such Prospectus.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

Portland, Oregon
December 18, 1998