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

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

SILICON IMAGE, INC.
(Names of Subject Company (Issuer))

CAYABYAB MERGER COMPANY.
(Name of Filing Persons (Offeror))

a wholly owned subsidiary of

LATTICE SEMICONDUCTOR CORPORATION
(Name of Filing Persons (Parent of Offeror))

COMMON STOCK, $0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

82705T102
(CUSIP Number of Class of Securities)

Byron Milstead
Corporate Vice President, General Counsel and Secretary
5555 N.E. Moore Court
Hillsboro, Oregon 97124
(503) 268-8000
(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing persons)

with copies to:

Thomas J. Ivey, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, CA 94301
(650) 470-4500

CALCULATION OF FILING FEE

Transaction valuation(1)	Amount of filing fee(2)
$602,048,251.28	$69,958.01

(1) Estimated solely for purposes of calculating the filing fee. The transaction valuation was calculated by adding (i) 77,510,354 shares of common stock of Silicon Image, Inc. ("Silicon Image"), par value $0.001 per share (the "Shares"), multiplied by the offer price of $7.30 per Share (ii) 4,790,098 Shares issuable pursuant to outstanding options with an exercise price less than the offer price of $7.30 per share, multiplied by $2.56, which is the offer price of $7.30 per Share minus the weighted average exercise price for such options of $4.74 per share and (iii) 3,282,194 restricted stock units multiplied by the offer price of $7.30 per Share. The calculation of the filing fee is based on information provided by Silicon Image as of February 5, 2015.

(2) The filing fee, calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for fiscal year 2015, issued August 29, 2014, is calculated by multiplying the transaction valuation by 0.0001162.

☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: N/A
Filing Party: N/A
Form or Registration No.: N/A
Date Filed: N/A

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.

☐ issuer tender offer subject to Rule 13e-4.

☐ going-private transaction subject to Rule 13e-3.

☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (this "Schedule TO") relates to the tender offer by Cayabyab Merger Company, a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), for all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Silicon Image, Inc., a Delaware corporation ("Silicon Image"), at a price of $7.30 per share, net to the seller in cash, without interest thereon and less any applicable tax withholding, upon the terms and conditions set forth in the offer to purchase dated February 9, 2015 (the "Offer to Purchase"), a copy of which is attached as Exhibit (a)(1)(A), and in the related letter of transmittal (the "Letter of Transmittal"), a copy of which is attached as Exhibit (a)(1)(B), which, together with any other related materials, as each may be amended or supplemented from time to time, collectively constitute the "Offer."

All the information set forth in the Offer to Purchase and the Letter of Transmittal is incorporated by reference herein in response to Items 1 through 9 and Item 11 of this Schedule TO, and is supplemented by the information specifically provided in this Schedule TO.

Item 1. ***Summary Term Sheet***

The information set forth in the Offer to Purchase under the caption SUMMARY TERM SHEET is incorporated herein by reference.

Item 2. ***Subject Company Information.***

(a) Name and Address. The name of the subject company and the address and telephone number of the subject company's principal executive offices are as follows:

Silicon Image, Inc.
1140 East Arques Avenue
Sunnyvale, California 94805
(408) 616-4000

(b) Securities. This Schedule TO relates to the Offer by Purchaser to purchase all issued and outstanding Shares. As of the close of business on February 5, 2015 based on information provided by Silicon Image, there were 77,510,354 Shares issued and outstanding, 5,142,748 Shares authorized and reserved for issuance pursuant to outstanding options to purchase Shares and 3,282,194 Silicon Image restricted stock units outstanding. The information set forth on the cover page and in the INTRODUCTION of the Offer to Purchase is incorporated herein by reference.

(c) Trading Market and Price. The information set forth under the caption THE TENDER OFFER—Section 6 ("Price Range of Shares; Dividends") of the Offer to Purchase is incorporated herein by reference.

Item 3. ***Identity and Background of Filing Person.***

(a)-(c) Name and Address; Business and Background of Entities; and Business and Background of Natural Persons. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 8 ("Certain Information Concerning Parent and Purchaser") and Schedule I attached thereto.

Item 4. ***Terms of the Transaction.***

(a) Material Terms. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 1 ("Terms of the Offer")
THE TENDER OFFER—Section 3 ("Procedures for Accepting the Offer and Tendering Shares")

THE TENDER OFFER—Section 4 (“Withdrawal Rights”)
THE TENDER OFFER—Section 5 (“Certain United States Federal Income Tax Consequences”)
THE TENDER OFFER—Section 11 (“The Merger Agreement; Other Agreements”)
THE TENDER OFFER—Section 15 (“Certain Conditions of the Offer”)

Item 5. ***Past Contacts, Transactions, Negotiations and Agreements.***

(a) Transactions. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 8 (“Certain Information Concerning Parent and Purchaser”)
THE TENDER OFFER—Section 10 (“Background of the Offer; Past Contacts or Negotiations with Silicon Image”)

(b) Significant Corporate Events. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 8 (“Certain Information Concerning Parent and Purchaser”)
THE TENDER OFFER—Section 10 (“Background of the Offer; Past Contacts or Negotiations with Silicon Image”)
THE TENDER OFFER—Section 11 (“The Merger Agreement; Other Agreements”)
THE TENDER OFFER—Section 12 (“Purpose of the Offer; Plans for Silicon Image”)

Item 6. ***Purposes of the Transaction and Plans or Proposals.***

(a) Purposes. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

THE TENDER OFFER—Section 12 (“Purpose of the Offer; Plans for Silicon Image”)

(*c) (1)-(7) Plans*. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 9 (“Source and Amount of Funds”)
THE TENDER OFFER—Section 10 (“Background of the Offer; Past Contacts or Negotiations with Silicon Image”)
THE TENDER OFFER—Section 11 (“The Merger Agreement; Other Agreements”)
THE TENDER OFFER—Section 12 (“Purpose of the Offer; Plans for Silicon Image”)
THE TENDER OFFER—Section 13 (“Certain Effects of the Offer”)
THE TENDER OFFER—Section 14 (“Dividends and Distributions”)

Item 7. ***Source and Amount of Funds or Other Consideration.***

(a) Source of Funds. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 9 (“Source and Amount of Funds”)
THE TENDER OFFER—Section 11 (“The Merger Agreement; Other Agreements”)

(b) Conditions. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 11 (“The Merger Agreement; Other Agreements”)
THE TENDER OFFER—Section 15 (“Certain Conditions of the Offer”)

(d) Borrowed Funds. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 9 (“Source and Amount of Funds”)

The Merger Agreement is incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K, filed by Parent with the Securities and Exchange Commission on January 27, 2015.

Item 8. ***Interest in Securities of the Subject Company.***

(a) Securities Ownership. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

THE TENDER OFFER—Section 8 (“Certain Information Concerning Parent and Purchaser”) and Schedule I attached thereto.
THE TENDER OFFER—Section 12 (“Purpose of the Offer; Plans for Silicon Image”)

(b) Securities Transactions. Not applicable.

Item 9. ***Persons/Assets, Retained, Employed, Compensated or Used.***

(*a) Solicitations or Recommendations*. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 3 (“Procedures for Accepting the Offer and Tendering Shares”)
THE TENDER OFFER—Section 18 (“Fees and Expenses”)

Item 10. ***Financial Statements.***

(a) Financial Information. Not applicable.

(b) Pro Forma Information. Not applicable.

Item 11. ***Additional Information.***

(a) Agreements, Regulatory Requirements and Legal Proceedings. The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

SUMMARY TERM SHEET
THE TENDER OFFER—Section 10 (“Background of the Offer; Past Contacts or Negotiations with Silicon Image”)
THE TENDER OFFER—Section 11 (“The Merger Agreement; Other Agreements”)
THE TENDER OFFER—Section 12 (“Purpose of the Offer; Plans for Silicon Image”)
THE TENDER OFFER—Section 13 (“Certain Effects of the Offer”)
THE TENDER OFFER—Section 16 (“Certain Legal Matters; Regulatory Approvals”)

(b) Not applicable.

(c) Other Material Information. The information set forth in the Offer to Purchase and the Letter of Transmittal is incorporated herein by reference.

Item 12. ***Exhibits.***

Exhibit No.	Description
(a)(1)(A)	Offer to Purchase, dated February 9, 2015*
(a)(1)(B)	Form of Letter of Transmittal*
(a)(1)(C)	Form of Notice of Guaranteed Delivery*
(a)(1)(D)	Form of Letter from the Information Agent to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees*
(a)(1)(E)	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees*
(a)(1)(F)	Summary Advertisement, as published in the New York Times on February 9, 2015*
(a)(5)(A)	Joint Press Release of Lattice Semiconductor Corporation and Silicon Image, Inc. issued January 27, 2015, as originally filed as Exhibit 99.1 to the Current Report on Form 8-K filed by Parent with the Securities and Exchange Commission on January 27, 2015, which is incorporated by reference herein.
(a)(5)(B)	Presentation to Lattice Semiconductor Corporation investors, dated January 27, 2015, as originally filed as Exhibit 99.1 to the Tender Offer Statement on Schedule TO-C filed by Purchaser and Parent with the Securities and Exchange Commission on January 27, 2015, which is incorporated by reference herein.
(a)(5)(C)	Edited transcript of Lattice Semiconductor Corporation conference call on January 27, 2015, as originally filed as Exhibit 99.2 to the Tender Offer Statement on Schedule TO-C filed by Purchaser and Parent with the Securities and Exchange Commission on January 27, 2015, which is incorporated by reference herein.
(a)(5)(D)	Announcement to Lattice Semiconductor Corporation employees from Darin G. Billerbeck, Lattice's Chief Executive Officer, dated January 27, 2015, as originally filed as Exhibit 99.3 to the Tender Offer Statement on Schedule TO-C filed by Purchaser and Parent with the Securities and Exchange Commission on January 27, 2015, which is incorporated by reference herein.
(a)(5)(E)	Lattice Semiconductor Corporation Q&A for its employees, as originally filed as Exhibit 99.4 to the Tender Offer Statement on Schedule TO-C filed by Purchaser and Parent with the Securities and Exchange Commission on January 27, 2015, which is incorporated by reference herein.
(a)(5)(F)	Form of announcement from Lattice Semiconductor Corporation to its customers and channel partners, dated January 27, 2015, as originally filed as Exhibit 99.5 to the Tender Offer Statement on Schedule TO-C filed by Purchaser and Parent with the Securities and Exchange Commission on January 27, 2015, which is incorporated by reference herein.
(a)(5)(G)	Form of announcement from Lattice Semiconductor Corporation to its suppliers, dated January 27, 2015, as originally filed as Exhibit 99.6 to the Tender Offer Statement on Schedule TO-C filed by Purchaser and Parent with the Securities and Exchange Commission on January 27, 2015, which is incorporated by reference herein.
(a)(5)(H)	Press Release of Lattice Semiconductor Corporation, issued February 3, 2015, as originally filed as Exhibit 99.1 to the Current Report on Form 8-K filed by Parent with the Securities and Exchange Commission on February 3, 2015, which is incorporated by reference herein.
(a)(5)(I)	Edited transcript of Lattice Semiconductor Corporation conference call on February 3, 2015, as originally filed as Exhibit 99.1 to the Tender Offer Statement on Schedule TO-C filed by Parent with the Securities and Exchange Commission on February 4, 2015, which is incorporated by reference herein.

Exhibit No.	Description
(b)(1)	Amended and Restated Commitment Letter, dated February 9, 2015, from Jefferies Finance LLC, HSBC Securities (USA) Inc. and HSBC Bank USA, N.A. to Parent.*
(d)(1)	Agreement and Plan of Merger, dated January 26, 2015, by and among Parent, Purchaser and Silicon Image, Inc., as originally filed as Exhibit 2.1 to the Current Report on Form 8-K filed by Parent with the Securities and Exchange Commission on January 27, 2015, which is incorporated by reference herein.
(d)(2)	Support Agreement, dated as of January 26, 2015, by and between Parent and Peter Hanelt*
(d)(3)	Support Agreement, dated as of January 26, 2015, by and between Parent and William George*
(d)(4)	Support Agreement, dated as of January 26, 2015, by and between Parent and Masood Jabbar*
(d)(5)	Support Agreement, dated as of January 26, 2015, by and between Parent and Camillo Martino*
(d)(6)	Support Agreement, dated as of January 26, 2015, by and between Parent and Umesh Padval*
(d)(7)	Support Agreement, dated as of January 26, 2015, by and between Parent and William J. Raduchel*
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(d)(9)	Support Agreement, dated as of January 26, 2015, by and between Parent and Tim Vehling*
(d)(10)	Support Agreement, dated as of January 26, 2015, by and between Parent and Edward Lopez*
(d)(11)	Support Agreement, dated as of January 26, 2015, by and between Parent and Khurram Sheikh*
(d)(12)	Support Agreement, dated as of January 26, 2015, by and between Parent and Seamus Meagher*
(d)(13)	Support Agreement, dated as of January 26, 2015, by and between Parent and Steve Robertson*
(d)(14)	Support Agreement, dated as of January 26, 2015, by and between Parent and Stanley Mbugua*
(d)(15)	Mutual Confidentiality Agreement, dated September 26, 2014, as amended by Amendment to Mutual Confidentiality Agreement, dated January 8, 2015, by and between Parent and Silicon Image, Inc.*
(g)	Not applicable
(h)	Not applicable

* Filed herewith.

Item 13. ***Information Required by Schedule 13E-3.***

Not applicable.

SIGNATURES

After due inquiry and to the best of their knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: February 9, 2015

CAYABYAB MERGER COMPANY

By	/s/ Byron W. Milstead
Name:	Byron W. Milstead
Title:	Secretary

LATTICE SEMICONDUCTOR CORPORATION

By	/s/ Byron W. Milstead
Name:	Byron W. Milstead
Title:	Corporate Vice President and General Counsel

EXHIBIT INDEX

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(g)	Not applicable
(h)	Not applicable

* Filed herewith.

Exhibit (a)(1)(A)

OFFER TO PURCHASE
All Outstanding Shares of Common Stock
of

SILICON IMAGE, INC.

a Delaware corporation
at
$7.30 Net Per Share in Cash
by
CAYABYAB MERGER COMPANY
a wholly owned subsidiary of
LATTICE SEMICONDUCTOR CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON MARCH 9, 2015, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Cayabyab Merger Company a Delaware corporation ("Purchaser"), and a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), is offering to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Silicon Image, Inc., a Delaware corporation ("Silicon Image"), at a purchase price of $7.30 per Share (the "Offer Price"), net to the seller in cash, without interest thereon and less any applicable tax withholding, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal which, together with this Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, constitutes the Offer.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of January 26, 2015 (as it may be amended from time to time, the "Merger Agreement"), by and among Parent, Purchaser and Silicon Image. The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Silicon Image (the "Merger"), with Silicon Image continuing as the surviving corporation in the Merger (the "Surviving Corporation") and a wholly owned subsidiary of Parent. Assuming the requirements of Section 251(h) of the General Corporation Law of the State of Delaware ("DGCL") are satisfied, no stockholder vote will be required to adopt the Merger Agreement or to consummate the Merger. Acceptance for payment of Shares pursuant to and subject to the conditions of the Offer, which shall occur promptly following the expiration of the Offer (which is expected to occur at 12:00 midnight, New York City time, at the end of the day on March 9, 2015, unless Purchaser extends the Offer pursuant to the terms of the Merger Agreement), is referred to as the "Offer Closing." The consummation of the Merger is referred to as the "Merger Closing." In the Merger, each Share issued and outstanding immediately prior to the date and time at which the Merger becomes effective (the "Effective Time"), other than (i) Shares owned by Silicon Image, Purchaser or Parent (or any of their direct or indirect wholly owned subsidiaries), and (ii) Shares owned by stockholders who have validly exercised and perfected their appraisal rights under Delaware law with respect to such Shares, will be automatically converted into the right to receive the Offer Price, without interest thereon and less any applicable tax withholding. As a result of the Merger, Silicon Image will cease to be a publicly traded company and will become wholly owned by Parent. **Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares.**

The Offer is conditioned upon, among other things (a) that the Merger Agreement has not been terminated in accordance with its terms and (b) the satisfaction of (i) the Minimum Condition (as defined below), (ii) the Regulatory Condition (as defined below), and (iii) the governmental authority condition (each of (a) and (b), as described and defined below, along with all other conditions to the Offer described in Section 15—"Certain

Conditions of the Offer," are referred to as "Offer Conditions"). The Minimum Condition requires that the number of Shares validly tendered in accordance with the terms of the Offer and not validly withdrawn (including any Shares tendered in the Offer pursuant to guaranteed delivery procedures that have been delivered pursuant to such procedures) on or prior to 12:00 midnight, New York City time, at the end of the day on March 9, 2015 (the "Expiration Time", unless Purchaser shall have extended the period during which the Offer is open in accordance with the Merger Agreement, in which event "Expiration Time" shall mean the latest time and date at which the Offer, as so extended by Purchaser, shall expire), which, together with any Shares then owned by Parent and Purchaser, shall equal at least a majority of all then outstanding Shares as of the Expiration Time. The Regulatory Condition requires that any applicable waiting period (or any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), relating to the purchase of Shares pursuant to the Offer or consummation of the Merger has expired or otherwise been terminated. The governmental authority condition requires that no governmental authority shall have enacted, issued, promulgated, enforced, entered or deemed applicable any law or order or legal proceeding which has the effect of enjoining or otherwise prohibiting the making of the Offer or the consummation of the Offer or the Merger or otherwise imposing limitations on or altering the terms of the transactions contemplated by the Merger Agreement.

The Offer is also conditioned on the non-occurrence of any Company Material Adverse Effect, as defined in Section 11—"The Merger Agreement; Other Agreements," on or prior to the Expiration Time that is continuing as of immediately prior to the Expiration Time. The Offer also is subject to other conditions as described in this Offer to Purchase. See Section 15—"Certain Conditions of the Offer."

The Offer is not subject to a financing condition.

After careful consideration, the Board of Directors of Silicon Image (the "Silicon Image Board"), among other things, has unanimously (i) adopted the Merger Agreement, (ii) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, taken together, are at a price and on terms that are fair to, and in the best interests of Silicon Image and its stockholders, (iii) approved the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger and (iv) recommended that Silicon Image's stockholders accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

A summary of the principal terms of the Offer appears on pages i through viii. You should read this entire Offer to Purchase carefully before deciding whether to tender your Shares in the Offer.

IMPORTANT

If you desire to tender all or any portion of your Shares to Purchaser pursuant to the Offer, you should either (a) complete and sign the Letter of Transmittal for the Offer, which is enclosed with this Offer to Purchase, in accordance with the instructions contained in the Letter of Transmittal, and mail or deliver the Letter of Transmittal (or a manually executed facsimile thereof) and any other required documents to Computershare Trust Company, N.A., in its capacity as depositary for the Offer (the "Depositary"), and either (i) deliver the certificates for your Shares to the Depositary along with the Letter of Transmittal (or a manually executed facsimile thereof) or (ii) tender your Shares by book-entry transfer by following the procedures described in Section 3 —"Procedures for Accepting the Offer and Tendering Shares" in each case on or prior to the Expiration Time, or (b) request that your broker, dealer, commercial bank, trust company or other nominee effect the transaction for you. If you hold Shares registered in the name of a broker, dealer, commercial bank, trust company or other nominee, you must contact that institution in order to tender your Shares to Purchaser pursuant to the Offer.

If you wish to tender your Shares and cannot deliver certificates representing such Shares and all other required documents to the Depositary on or prior to the Expiration Time or cannot comply with the procedures

for book-entry transfer on a timely basis, you may tender such Shares pursuant to the guaranteed delivery procedure set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares."

* * * * *

Questions and requests for assistance should be directed to the Information Agent (as described herein) at its address, telephone numbers and email address set forth below and on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the related Letter of Transmittal, and other materials related to the Offer may also be obtained for free from the Information Agent. Additionally, copies of this Offer to Purchase, the related Letter of Transmittal, and any other material related to the Offer may be obtained at the website maintained by the Securities and Exchange Commission (the "SEC") at www.sec.gov. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

This Offer to Purchase and the related Letter of Transmittal contain important information and you should read both carefully and in their entirety before making a decision with respect to the Offer.

The Offer has not been approved or disapproved by the SEC or any state securities commission nor has the SEC or any state securities commission passed upon the fairness or merits of, or upon the accuracy or adequacy of, the information contained in this Offer to Purchase. Any representation to the contrary is unlawful.

The Information Agent for the Offer is:

501 Madison Avenue, 20th floor
New York, New York 10022
Stockholders may call toll free: (888) 750-5834
Banks and Brokers may call collect: (212) 750-5833

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SUMMARY TERM SHEET

The information contained in this summary term sheet is a summary only and is not meant to be a substitute for the more detailed descriptions and information contained in the Offer to Purchase, the related Letter of Transmittal and other related materials. You are urged to read carefully the Offer to Purchase, the Letter of Transmittal and other related materials in their entirety. Parent and Purchaser have included cross-references in this summary term sheet to other sections of the Offer to Purchase where you will find more complete descriptions of the topics mentioned below. The information concerning Silicon Image contained herein and elsewhere in the Offer to Purchase has been provided to Parent and Purchaser by Silicon Image or has been taken from or is based upon publicly available documents or records of Silicon Image on file with the SEC, or other public sources at the time of the Offer. Parent and Purchaser have not independently verified the accuracy and completeness of such information. Parent and Purchaser have no knowledge that would indicate that any statements contained herein relating to Silicon Image provided to Parent and Purchaser, or taken from or based upon such documents and records filed with the SEC, are untrue or incomplete in any material respect.

Securities Sought	All issued and outstanding shares of common stock, par value $0.001 per share, of Silicon Image, Inc.
Offer Price Per Share	$7.30, net to the seller in cash, without interest thereon and less any applicable tax withholding (the "Offer Price").
Scheduled Expiration of Offer	12:00 midnight, New York City time, at the end of the day on March 9, 2015, unless the offer is extended or earlier terminated. See Section 1—"Terms of the Offer."
Purchaser	Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation.

Who is offering to buy my Shares?

Cayabyab Merger Company, or Purchaser, a wholly owned subsidiary of Lattice Semiconductor Corporation, or Parent, is offering to purchase for cash all of the outstanding Shares. Purchaser is a Delaware corporation which was formed for the sole purpose of making the Offer and completing the process by which Purchaser will be merged with and into Silicon Image. See the "Introduction" and Section 8—"Certain Information Concerning Parent and Purchaser."

Unless the context indicates otherwise, in this Offer to Purchase, we use the terms "us," "we" and "our" to refer to Purchaser and, where appropriate, Parent. We use the term "Parent" to refer to Lattice Semiconductor Corporation alone, the term "Purchaser" to refer to Cayabyab Merger Company alone and the term "Silicon Image" to refer to Silicon Image, Inc. alone.

What are the classes and amounts of securities sought in the Offer?

We are offering to purchase all of the outstanding shares of common stock, par value $0.001 per share, of Silicon Image on the terms and subject to the conditions set forth in this Offer to Purchase. Unless the context otherwise requires, in this Offer to Purchase we use the term "Offer" to refer to this offer and the term "Shares" to refer to shares of Silicon Image common stock that are the subject of the Offer.

See the "Introduction" to this Offer to Purchase and Section 1—"Terms of the Offer."

How many Shares are you offering to purchase in the Offer?

We are making an offer to purchase for cash all of the outstanding Shares on the terms and subject to the conditions set forth in this Offer to Purchase and the related Letter of Transmittal. See the "Introduction" and Section 1—"Terms of the Offer."

Why are you making the Offer?

We are making the Offer because we want to acquire the entire equity interest in Silicon Image. If the Offer is consummated, Parent intends to have Purchaser consummate the Merger (as defined below) as soon as practicable after consummation of the Offer. Upon consummation of the Merger, Silicon Image would cease to be a publicly traded company and would be a wholly owned subsidiary of Parent.

How much are you offering to pay and what is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay $7.30 per Share, net to the seller in cash, without interest and less any applicable tax withholding. If you are the record owner of your Shares and you tender your Shares to us in the Offer, you will not have to pay brokerage fees or commissions. If you own your Shares through a broker or other nominee and your broker or other nominee tenders your Shares on your behalf, your broker or nominee may charge you a fee for doing so. You should consult your broker or nominee to determine whether any charges will apply.

See the "Introduction," Section 1—"Terms of the Offer," and Section 2—"Acceptance for Payment and Payment for Shares."

Is there an agreement governing the Offer?

Yes. Parent, Purchaser and Silicon Image have entered into Agreement and Plan of Merger, dated as of January 26, 2015 (as it may be amended from time to time, the "Merger Agreement"). The Merger Agreement provides, among other things, for the terms and conditions of the Offer and the Merger. We use the term "Expiration Time" to refer to 12:00 midnight, New York City time, at the end of the day on March 9, 2015, unless Purchaser shall have extended the period during which the Offer is open in accordance with the Merger Agreement, in which event "Expiration Time" shall mean the latest time and date at which the Offer, as so extended by Purchaser, shall expire.

See Section 11—"The Merger Agreement; Other Agreements—Merger Agreement" and Section 15—"Certain Conditions of the Offer."

Will you have the financial resources to make payment?

Yes, we believe we will have sufficient resources available to us to purchase all of the Shares pursuant to the Offer and consummate the Merger. We have entered into a debt commitment letter pursuant to which the lenders party thereto have agreed to provide financing that, together with cash on hand, will be sufficient to pay the consideration for the Offer and the Merger and related fees and expenses. The Offer is not conditioned on any financing arrangements or subject to a financing condition. See Section 9—"Source and Amount of Funds."

See Section 9—"Source and Amount of Funds."

Is your financial condition relevant to my decision to tender my Shares in the Offer?

We do not think that our financial condition is relevant to your decision whether to tender Shares and accept the Offer because:

- Purchaser was organized solely in connection with the Offer and the Merger and, prior to the Expiration Time, will not carry on any activities other than in connection with the Offer and the Merger;
- the Offer is being made for all outstanding Shares solely for cash;
- the Offer is not subject to any financing condition;
- if Purchaser consummates the Offer, Purchaser expects to acquire all remaining Shares for the same cash price in the Merger; and

- we believe that we will have cash and cash equivalents and proceeds from the anticipated borrowings described in Section 9—"Source and Amount of Funds" this Offer to Purchase sufficient to finance the Offer and the Merger and related fees and expenses.

See Section 9—"Source and Amount of Funds."

How long do I have to decide whether to tender my Shares in the Offer?

You will have until 12:00 midnight, New York City time, at the end of the day on March 9, 2015, to tender your Shares in the Offer, unless we extend the Offer pursuant to the terms of the Merger Agreement or the Offer is earlier terminated. If you cannot deliver everything required to make a valid tender by that time, you may still be able to participate in the Offer by using the guaranteed delivery procedure that is described later in this Offer to Purchase prior to that time. See Section 1—"Terms of the Offer" and Section 3—"Procedures for Accepting the Offer and Tendering Shares."

What are the most significant conditions to the Offer?

The Offer is conditioned upon, among other things:

- at the Expiration Time, there must have been validly tendered in accordance with the terms of the Offer and not validly withdrawn (including any Shares tendered in the Offer pursuant to guaranteed delivery procedures that have been delivered pursuant to such procedures) a number of Shares that, together with any Shares then owned by Parent and Purchaser, represent at least a majority of all then outstanding Shares (the "Minimum Condition");
- at the Expiration Time, the waiting period (and any extensions thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, relating to the purchase of Shares pursuant to the Offer or consummation of the Merger has expired or otherwise been terminated;
- the absence of any Company Material Adverse Effect (as defined in Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Representations and Warranties") on or prior to the Expiration Time that is continuing as of immediately prior to the scheduled Expiration Time;
- that no governmental authority having competent jurisdiction over a material portion of Silicon Image's or Parent's assets or sales shall have, following the date of the Merger Agreement, (A) enacted, issued, promulgated, entered, enforced or deemed applicable to any of the transactions contemplated by the Merger Agreement (including the Offer or the Merger) any law or rules of any applicable securities exchange that has the effect of making the consummation of the transactions contemplated by the Merger Agreement (including the Offer or the Merger) illegal or prohibiting or otherwise preventing the consummation of any of the transactions contemplated by the Merger Agreement, (B) issued or granted any order that remains in effect and has the effect of making the transactions contemplated by the Merger Agreement (including the Offer or the Merger) illegal or which has the effect of prohibiting or otherwise preventing the consummation of the transactions contemplated by the Merger Agreement (including the Offer or the Merger), or (C) taking any other action that would have any of the foregoing consequences of this bullet or the immediately following bullet below;
- the absence of any pending legal proceeding brought by a governmental authority against Parent, Purchaser, Silicon Image or any of their respective affiliates seeking to enjoin, restrain, limit or prohibit the making or consummation of the Offer or the Merger or to exercise full rights of ownership of the Shares, or seeking to compel, restrict or alter the sale, license, assign, transfer, divest, hold separate or otherwise dispose of any assets, business or portion of business of Silicon Image, Parent, Purchaser or any of their respective subsidiaries, or otherwise have a Company Material Adverse Effect;

- three business days shall not have passed after the completion of the Marketing Period (as defined in Section 9—"Source and Amount of Funds—Other Terms"); and
- that the Merger Agreement shall not have been terminated in accordance with its terms.

The Offer is also subject to a number of other conditions set forth in Section 15—"Certain Conditions of the Offer" (each of the conditions described in the bullets above, along with all other conditions to the Offer described in Section 15—"Certain Conditions of the Offer," are referred to as "Offer Conditions"). Purchaser expressly reserves the right to waive, in whole or in part, any Offer Condition or modify the terms of the Offer; provided that, without the consent of Silicon Image, Purchaser cannot (i) decrease the Offer Price, (ii) change the form of consideration to be paid in the Offer, (iii) reduce the number of Shares sought to be purchased in the Offer, (iv) amend or modify the Minimum Condition, (v) amend or modify any Offer Condition (other than the Minimum Condition) in a manner that adversely impacts Silicon Image or its stockholders or provides for a "subsequent offering period," in accordance with Rule 14d-11 promulgated under the Exchange Act, or (vi) impose conditions to the Offer that are in addition to the Offer Conditions.

Can the Offer be extended and under what circumstances?

Yes. We have agreed in the Merger Agreement that, subject to our rights to terminate the Merger Agreement in accordance with its terms:

- Purchaser shall extend the Offer for any period required by any law or order, or any rule, regulation or other requirement of the SEC (or its staff) or the NASDAQ Stock Market LLC (the "NASDAQ") that is applicable to the Offer;
- in the event required by any other governmental authority, Purchaser shall extend the Offer for any period so required;
- Purchaser shall extend the Offer until the business day immediately following the end of the Marketing Period (defined in Section 9—"Source and Amount of Funds") if the Expiration Time falls within such Marketing Period;
- in the event that the Minimum Condition and the Offer Condition that Silicon Image's Chief Executive Officer and Chief Financial Officer have delivered to Parent and Purchaser a certificate certifying that the Offer conditions have been satisfied are the only Offer Conditions that have not been satisfied or waived, Purchaser shall be required to extend the Offer for not more than two consecutive increments of not more than ten business days each in order to further seek to satisfy the Minimum Condition;
- Purchaser may, but is not required to, extend the Offer for additional increments thereafter up until 5:00 p.m., New York City time, on July 27, 2015 (the "Termination Date"); and
- in the event that any of the Offer Conditions (other than the Minimum Condition) are not satisfied or waived as of any then scheduled expiration of the Offer, Purchaser shall extend the Offer for successive extension periods of up to ten business days each in order to further seek to satisfy the Offer Conditions (other than the Minimum Condition);

provided that Purchaser shall not be required to extend the Offer beyond the Termination Date.

Purchaser will not provide for a subsequent offering period without Silicon Image's consent.

See Section 1—"Terms of the Offer" of this Offer to Purchase for more details on our obligation and ability to extend the Offer.

How will I be notified if the Offer is extended?

If we extend the Offer, we will inform Computershare Trust Company, N.A., in its capacity as depositary for the Offer (the "Depositary"), of the extension and will issue a press release announcing the extension prior to 9:00 a.m., New York City time, on the next business day after the day on which the Offer was scheduled to expire.

See Section 1—"Terms of the Offer."

Have any Silicon Image stockholders agreed to tender their Shares?

Yes. In order to induce Parent and Purchaser to enter into the Merger Agreement, on January 26, 2015, each of the executive officers and directors of Silicon Image (Raymond Cook, Peter Hanelt, William George, Masood Jabbar, Edward Lopez, Camillo Martino, Stanley Mbugua, Seamus Meagher, Umesh Padval, William J. Raduchel, Steve Robertson, Khurram Sheikh, and Tim Vehling) entered into a separate support agreement with Parent (collectively, the "Support Agreements"). Shares owned by such officers and directors comprise, in the aggregate, approximately 0.9% of the outstanding Shares. Shares beneficially owned by such directors and officers, including Silicon Image Options (defined below) and RSUs (defined below) that are or will become exercisable or settle within 60 days, comprise approximately 3.6% of the outstanding Shares. Subject to the terms and conditions of the Support Agreements, such executive officers, directors and stockholders agreed, among other things, to tender their Shares in the Offer.

See Section 11—"The Merger Agreement; Other Agreements—Support Agreements."

How do I tender my Shares?

If you hold your Shares directly as the registered owner, you can tender your Shares in the Offer by (i) delivering the certificates representing your Shares, together with a completed and signed Letter of Transmittal and any other documents required by the Letter of Transmittal, to the Depositary or (ii) following the procedures for book-entry transfer set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares" of this Offer to Purchase, in each case no later than the Expiration Time. The Letter of Transmittal is enclosed with this Offer to Purchase.

If you hold your Shares in street name through a broker, dealer, commercial bank, trust company or other nominee, you must contact the institution that holds your Shares and give instructions that your Shares be tendered. You should contact the institution that holds your Shares for more details. If you are unable to deliver any required document or instrument to the Depositary by the Expiration Time, you may gain some extra time by having a broker, a bank or other fiduciary that is an eligible guarantor institution guarantee that the missing items will be received by the Depositary by using the enclosed Notice of Guaranteed Delivery. For the tender to be valid, however, the Depositary must receive a properly completed Notice of Guaranteed Delivery prior to the Expiration Time and receive the missing items, together with the tendered Shares, within three NASDAQ trading days after the date of execution of the Notice of Guaranteed Delivery.

See Section 3—"Procedures for Accepting the Offer and Tendering Shares."

Until what time may I withdraw previously tendered Shares?

You may withdraw your previously tendered Shares at any time until the Expiration Time.

See Section 4—"Withdrawal Rights."

How do I withdraw previously tendered Shares?

To withdraw previously tendered Shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information to the Depositary while you still have the right to withdraw Shares. If you tendered Shares by giving instructions to a broker, banker or other nominee, you must instruct the broker, banker or other nominee to arrange for the withdrawal of your Shares.

See Section 4—"Withdrawal Rights."

What does the Silicon Image Board think of the Offer?

After careful consideration, the Silicon Image Board, among other things, has unanimously (i) adopted the Merger Agreement, (ii) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, taken together, are at a price and on terms that are fair to, and in the best interests of Silicon Image and its stockholders, (iii) approved the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger and (iv) recommended that Silicon Image's stockholders accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

See the "Introduction" and Section 10—"Background of the Offer; Past Contacts or Negotiations with Silicon Image." A more complete description of the reasons for the Silicon Image Board's approval of the Offer and the Merger is set forth in the Solicitation/Recommendation Statement on Schedule 14D-9 filed by Silicon Image (together with any exhibits attached thereto, the "Schedule 14D-9").

If the Offer is completed, will Silicon Image continue as a public company?

No. As soon as practicable following consummation of the Offer, we expect to complete the Merger pursuant to Section 251(h) of the DGCL and the Shares will cease to be publicly traded. Silicon Image will thereafter cease to make filings with the SEC.

See Section 13—"Certain Effects of the Offer."

Will the Offer be followed by the Merger if all of the Shares are not tendered in the Offer?

Yes. If we accept for payment and pay for at least a majority of the outstanding Shares in the Offer, then Purchaser will be merged with and into Silicon Image, subject to the satisfaction of certain conditions. If the Minimum Condition is not satisfied, subject to Purchaser's limited requirement to extend the Offer pursuant to the Merger Agreement, we are not required to accept the Shares for purchase or consummate the Merger and we may not accept the Shares tendered without Silicon Image's consent.

See Section 12—"Purpose of the Offer; Plans for Silicon Image."

If I decide not to tender, how will the Offer affect my Shares?

If the Offer is consummated and certain other conditions are satisfied, Purchaser will merge with and into Silicon Image and all of the then outstanding Shares (other than Shares owned by Silicon Image, Parent or Purchaser and Shares owned by stockholders who validly exercise appraisal rights under Delaware law with respect to such Shares (as described below)) will be automatically converted into the right to receive the Offer Price, without interest and less any applicable tax withholding. If the Minimum Condition is satisfied and we accept and purchase Shares in the Offer, we will affect the Merger without a vote of the stockholders of Silicon Image.

See Section 11—"The Merger Agreement; Other Agreements."

If the Merger is consummated, Silicon Image's stockholders who do not tender their Shares in the Offer will, unless they validly exercise appraisal rights in accordance with Delaware law, receive the same amount of cash per Share that they would have received had they tendered their Shares in the Offer. Therefore, if the Offer and the Merger are completed, the only differences to you between tendering your Shares and not tendering your Shares in the Offer are that (i) you may be paid earlier if you tender your Shares in the Offer and (ii) appraisal rights will not be available to you if you tender Shares in the Offer but will be available to you in the Merger to the extent validly exercised under Delaware law. See Section 17—"Appraisal Rights."

See the "Introduction" to this Offer to Purchase and Section 13—"Certain Effects of the Offer."

What is the market value of my Shares as of a recent date?

On January 26, 2015, which was the last trading day prior to the announcement of the Merger Agreement, the reported closing sales price of the Shares on the NASDAQ, was $5.90 per Share. The Offer Price represents a premium of approximately 23.7% over the closing stock price on January 26, 2015 and a premium of approximately 34.6% to the average closing price of Silicon Image's common stock during the 90 trading day period ended on January 26, 2015. On February 6, 2015, the last full trading day before the commencement of the Offer, the reported closing sales price of the Shares on the NASDAQ was $7.25 per Share.

See Section 6—"Price Range of Shares; Dividends."

If I tender my Shares, when and how will I get paid?

If the Offer Conditions set forth in Section 15—"Certain Conditions of the Offer" are satisfied or waived and Purchaser consummates the Offer and accepts your Shares for payment, we will pay you an amount equal to the number of Shares you tendered multiplied by $7.30 in cash, without interest, less any applicable tax withholding, promptly following expiration of the Offer. See Section 1—"Terms of the Offer" and Section 2—"Acceptance for Payment and Payment for Shares."

Will I have appraisal rights in connection with the Offer?

No appraisal rights will be available to you in connection with the Offer. However, you may be entitled to appraisal rights in connection with the Merger if you do not tender Shares in the Offer, subject to and in accordance with Delaware law. You would need to properly perfect your right to seek appraisal under Delaware law in connection with the Merger in order to exercise appraisal rights.

See Section 17—"Appraisal Rights."

What will happen to my stock options and restricted stock units in the Offer?

Pursuant to the Merger Agreement, as of the time of acceptance for payment of Shares pursuant to and subject to the conditions of the Offer, which shall occur promptly following the Expiration Time (the "Offer Closing"), each option to purchase Shares (each, a "Silicon Image Option") that is (1) held by a Person who is an employee of the Silicon Image or any subsidiary as of immediately prior to the Offer Closing and (2) either (A) vested and exercisable (after giving effect to any vesting that occurs on account of the transactions contemplated by the Merger Agreement) as of immediately before the Offer Closing, with an exercise price below the Offer Price, or (B) unvested, unexpired, unexercised and outstanding immediately before the Offer Closing shall be assumed by Parent and converted automatically at the Offer Closing into that number of options to purchase Parent Common Stock (each, a "Parent Option") equal to the product of (x) the number of Shares subject to such Silicon Image Option immediately prior to the Offer Closing, multiplied by (y) the Exchange Ratio, each with an exercise price applicable to the Parent Option equal to the per share exercise price applicable to the Silicon Image Option as of immediately before the Offer Closing divided by the Exchange Ratio (as defined in Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Treatment of Options and Restricted Stock Units; Stock Plans").

Each Silicon Image Option that Parent does not assume and convert shall be cancelled. If such option had a per share exercise price equal to or above the Offer Price, it shall be cancelled without the payment of any consideration therefor. If such option had a per share exercise price below the Offer Price, it shall be cancelled in exchange for a cash payment from Parent as soon as practicable, but in any event within 15 days, following the Offer Closing to the holder thereof equal to the number of Silicon Image Shares with respect to which such option is vested and exercisable as of immediately before the Offer Closing multiplied by the excess of the Offer Price over the per share exercise price for such option.

All Silicon Image restricted stock units ("RSUs") that are outstanding as of immediately before the Offer closing will be treated as follows: (1) all of the performance-based RSUs with a stock price-based vesting condition will convert to time-based vesting, (2) 50% of the performance-based RSUs based on earnings per share with performance periods in 2015, 2016 or 2017 will convert into time-based vesting, (3) all performance-based RSUs based on personal performance will be assumed by the Parent and (4) any unvested performance-based RSUs not converted or assumed under subsections (1), (2) or (3) above shall be cancelled. Subject to the preceding sentence, all Silicon Image RSUs that are unvested and outstanding at the Offer Closing will be assumed by Parent and converted into and become Parent RSUs. Nothing in the preceding two sentences is intended to affect the vesting of RSUs subject to earnings per share vesting conditions in regards to the 2014 performance period, which have vested and will be settled in the ordinary course. With respect to any RSUs assumed by Parent, such RSUs will be assumed on terms substantially in effect prior to the assumption (after taking into account any conversion to time-based vesting, as described above), subject to adjustment per the Exchange Ratio.

See Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Treatment of Options and Restricted Stock Units; Stock Plans."

What are the material United States federal income tax consequences of the Offer and the Merger?

The receipt of cash in exchange for your Shares pursuant to the Offer or the Merger generally will be a taxable transaction for United States federal income tax purposes. In general, you will recognize gain or loss equal to the difference, if any, between the amount of cash received and your adjusted tax basis in the Shares sold or exchanged. The receipt of cash in exchange for your Shares pursuant to the Offer or the Merger may also be a taxable transaction under applicable state, local or foreign income or other tax laws.

We urge you to consult your own tax advisor as to the particular tax consequences to you of the Offer and the Merger in light of your particular circumstances, including the consequences under any applicable state, local or foreign income or other tax laws.

See Section 5—"Certain United States Federal Income Tax Consequences" for a more detailed discussion of the tax consequences of the Offer and the Merger.

Who should I call if I have questions about the Offer?

You may call Innisfree M&A Incorporated, the Information Agent, toll-free at (888) 750-5834. See the back cover of this Offer to Purchase for additional contact information.

To the Holders of Silicon Image, Inc. Common Stock:

INTRODUCTION

Cayabyab Merger Company, a Delaware corporation ("Purchaser"), and a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), is offering to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Silicon Image, Inc., a Delaware corporation ("Silicon Image"), at a purchase price of $7.30 per Share (the "Offer Price") net to the seller in cash, without interest thereon and less any applicable tax withholding, upon the terms and subject to the conditions set forth in this Offer to Purchase (the "Offer to Purchase"), and in the related Letter of Transmittal (the "Letter of Transmittal"), and which, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, constitutes the "Offer."

Purchaser is making this Offer pursuant to an Agreement and Plan of Merger, dated as of January 26, 2015 (as it may be amended from time to time, the "Merger Agreement"), by and among Parent, Purchaser and Silicon Image. The Merger Agreement provides, among other things, that following the consummation of the Offer and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Silicon Image (the "Merger"), with Silicon Image continuing as the surviving corporation in the Merger (the "Surviving Corporation") and a wholly owned subsidiary of Parent. In the Merger, each Share issued and outstanding immediately prior to the date and time at which the Merger becomes effective (the "Effective Time"), other than (i) Shares owned by Parent, Purchaser or Silicon Image (or by any direct or indirect wholly owned subsidiary of Parent, Purchaser or Silicon Image) and (ii) Shares that are issued and outstanding immediately prior to the Effective Time and held by stockholders who have not tendered their shares into the Offer as of the Offer Closing and who have properly and validly exercised and perfected their statutory rights of appraisal in respect of such Shares in accordance with Section 262 of the General Corporation Law of the State of Delaware (the "DGCL") (the "Dissenting Shares") will be automatically converted into the right to receive $7.30, net in cash, without interest thereon and less any applicable tax withholding. As a result of the Merger, Silicon Image will cease to be a publicly traded company and will become wholly owned by Parent. **Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares.** The Merger Agreement is more fully described in Section 11—"The Merger Agreement; Other Agreements," which also contains a discussion of the treatment of Silicon Image's options to purchase Shares ("Silicon Image Options") and restricted stock units ("Silicon Image RSUs").

Tendering stockholders who are record owners of their Shares and who tender directly to Computershare Trust Company, N.A. (the "Depositary") will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, banker or other nominee should consult such institution as to whether it charges any service fees or commissions.

The Offer is conditioned upon, among other things (a) that the Merger Agreement has not been terminated in accordance with its terms and (b) the satisfaction of (i) the Minimum Condition (as defined below), (ii) the Regulatory Condition (as defined below), and (iii) the governmental authority condition (each of (a) and (b), as described and defined below, along with all other conditions to the Offer described in Section 15—"Certain Conditions of the Offer," are referred to as "Offer Conditions"). The Minimum Condition requires that the number of Shares validly tendered in accordance with the terms of the Offer and not validly withdrawn (including any Shares tendered in the Offer pursuant to guaranteed delivery procedures that have been delivered pursuant to such procedures) on or prior to 12:00 midnight, New York City time at the end of the day on March 9, 2015 (the "Expiration Time", unless Purchaser shall have extended the period during which the Offer is open in accordance with the Merger Agreement, in which event "Expiration Time" shall mean the latest time and date at which the Offer, as so extended by Purchaser, shall expire), which, together with any Shares then owned by Parent and Purchaser, shall equal at least a majority of all then outstanding Shares as of the Expiration Time.

The Regulatory Condition requires that any applicable waiting period (or any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), relating to the purchase of Shares pursuant to the Offer or consummation of the Merger have expired or otherwise been terminated. The governmental authority condition requires that no governmental authority shall have enacted, issued, promulgated, enforced, entered or deemed applicable any law or order or legal proceeding which has the effect of enjoining or otherwise prohibiting the making of the Offer or the consummation of the Offer or the Merger or otherwise imposing limitations on or altering the terms of the transactions contemplated by the Merger Agreement.

The Offer is also conditioned on the non-occurrence of any Company Material Adverse Effect, as defined in Section 11—"The Merger Agreement; Other Agreements," on or prior to the Expiration Time that is continuing as of immediately prior to the Expiration Time. The Offer also is subject to other conditions as described in this Offer to Purchase. See Section 15—"Certain Conditions of the Offer."

After careful consideration, the Silicon Image Board, among other things, has unanimously (i) adopted the Merger Agreement, (ii) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, taken together, are at a price and on terms that are fair to, and in the best interests of Silicon Image and its stockholders, (iii) approved the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger and (iv) recommended that Silicon Image's stockholders accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

A more complete description of the Silicon Image board of director's reasons for authorizing and approving the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, is set forth in Silicon Image's Solicitation/Recommendation Statement on Schedule 14D-9 (together with any exhibits and annexes attached thereto, the "Schedule 14D-9") that is being furnished to stockholders in connection with the Offer. Stockholders should carefully read the information set forth in the Schedule 14D-9, including the information set forth in Item 4 under the sub-headings "Background of the Offer" and "Reasons for the Board's Recommendation."

Silicon Image has advised Parent that, as of the close of business on February 5, 2015 (i) 77,510,354 Shares were issued and outstanding, (ii) 14,810,225 shares of common stock were available for issuance pursuant to Silicon Image's 1999 Amended and Restated Employee Stock Purchase Plan (the "ESPP"), Silicon Image's Employee Stock purchase Plan Sub-Plan for UK Employees (the "UK ESPP" and, together with the ESPP, the "Silicon Image ESPP"), and Silicon Image's 2008 Equity Incentive Plan (the "2008 Plan" and, together with the ESPP and the UK ESPP, the "Silicon Image Stock Plans"), (iii) 5,142,748 Shares were authorized and reserved for issuance pursuant to outstanding Silicon Image Options and (iv) 3,282,194 Silicon Image RSUs were outstanding.

Pursuant to the Merger Agreement, the board of directors of Purchaser at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation and the officers of Purchaser at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation.

This Offer to Purchase does not constitute a solicitation of proxies, and Purchaser is not soliciting proxies in connection with the Offer or the Merger. If the Minimum Condition is satisfied and Purchaser consummates the Offer, Purchaser will consummate the Merger under the DGCL without a vote of Silicon Image's other stockholders.

Certain United States federal income tax consequences of the sale of Shares pursuant to the Offer and the exchange of Shares in the Merger are described in Section 5—"Certain United States Federal Income Tax Consequences."

This Offer to Purchase and the related Letter of Transmittal contain important information that should be read carefully before any decision is made with respect to the Offer.

THE TENDER OFFER

1. Terms of the Offer.

Unless the context indicates otherwise, in this Offer to Purchase, we use the terms "us," "we" and "our" to refer to Purchaser and, where appropriate, Parent. We use the term "Parent" to refer to Lattice Semiconductor Corporation alone, the term "Purchaser" to refer to Cayabyab Merger Company alone and the term "Silicon Image" to refer to Silicon Image, Inc. alone.

Upon the terms and subject to the prior satisfaction or waiver of the conditions to the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), we will accept for payment, purchase and pay for all Shares validly tendered prior to the Expiration Time and not properly withdrawn in accordance with the procedures set forth in Section 4—"Withdrawal Rights."

The Offer is made only for Shares and is not made for any Silicon Image Options or Silicon Image RSUs. However, you may tender Shares purchased prior to the Expiration Time following the exercise of vested Silicon Image Options.

The Offer is conditioned upon, among other things (a) that the Merger Agreement has not been terminated in accordance with its terms and (b) the satisfaction of (i) the Minimum Condition, (ii) the Regulatory Condition, (iii) the governmental authority condition, as described in Section 15—"Certain Conditions of the Offer" and (iv) the other conditions described in Section 15—"Certain Conditions of the Offer." We may terminate the Offer without purchasing any Shares if certain events described in Section 12—"Purpose of the Offer; Plans for Silicon Image" occur.

The Merger Agreement provides that if (i) required by any law or order, or any rule, regulation or other requirement of the SEC or the NASDAQ which is applicable to the Offer, Purchaser shall extend the Offer for any such required period, (ii) required by any other governmental authority, Purchaser shall extend the Offer for any period so required, (iii) at the Expiration Time, as the same may be extended from time to time, any of the Offer Conditions (other than the Minimum Condition and the Certification Condition (as defined below)) have not been satisfied or waived (to the extent permitted under applicable law), Purchaser shall extend the Offer for successive extension periods of up to ten business days each until the earlier of the termination of the Merger Agreement in accordance with its terms or 5:00 p.m., New York City time, on July 27, 2015, or (iv) at the Expiration Time, as the same may be extended from time to time, the Minimum Condition and the Offer Condition that Silicon Image's Chief Executive Officer and Chief Financial Officer have delivered to Parent and Purchaser a certificate certifying that the Offer conditions have been satisfied (the "Certification Condition") are the only Offer Conditions that have not been satisfied or waived, Purchaser shall, at the request of Silicon Image, extend the Offer for not more than two consecutive increments of not more than ten business days each in order to further seek to satisfy the Minimum Condition, Purchaser (a) may at any time extend the Offer for any period agreed by Parent and Silicon Image (subject to applicable law), (b) shall extend the Offer for the first business day after the expiration of a "matching" period as described under "Acquisition Proposal" in Section 11—"The Merger Agreement; Other Agreements" if such "matching" period would expire after the Expiration Time and (c) shall extend the Offer until the business day immediately following the end of the Marketing Period described in Section 9—"Source and Amount of Funds" if the Expiration Time falls within such Marketing Period. Other than in connection with the termination of the Merger Agreement as described under "Termination" Section 11—"The Merger Agreement; Other Agreements", Purchaser shall not terminate or withdraw the Offer without Silicon Image's consent. However, in no event is Purchaser required to extend the Offer beyond 5:00 p.m., New York City time, on July 27, 2015 (the "Termination Date").

Subject to the applicable rules and regulations of the SEC, Purchaser expressly reserves the right to waive, in whole or in part, any condition to the Offer or modify the terms of the Offer; provided that, without the consent of Silicon Image, Purchaser cannot (i) decrease the Offer Price, (ii) change the form of consideration to be paid in the Offer, (iii) reduce the number of Shares sought to be purchased in the Offer, (iv) amend or modify

the Minimum Condition, (v) amend or modify any Offer Condition (other than the Minimum Condition) in a manner that adversely impacts Silicon Image or Silicon Image's stockholders, (vi) provide any "subsequent offering period" in accordance with Rule 14d-11 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or (vii) impose conditions to the Offer that are in addition to the Offer Conditions. Any extension, delay, termination or amendment of the Offer will be followed as promptly as practicable by public announcement thereof, and such announcement in the case of an extension will be made prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time in accordance with the public announcement requirements of Rules 14d-4(d), 14d-6(c) and l4e-1(d) under the Exchange Act. Without limiting the manner in which Purchaser may choose to make any public announcement, it currently intends to make announcements regarding the Offer by issuing a press release and making any appropriate filing with the SEC.

If we extend the Offer, are delayed in our acceptance for payment of or payment (whether before or after our acceptance for payment for Shares) for Shares, or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer and the Merger Agreement, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4—"Withdrawal Rights." However, our ability to delay the payment for Shares that we have accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires us to promptly pay the consideration offered or return the Shares deposited by or on behalf of stockholders promptly after the termination or withdrawal of the Offer.

If we make a material change in the terms of the Offer or the information concerning the Offer or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer, in each case, if and to the extent required by Rules 14d-4(d), 14d-6(c) and l4e-1 under the Exchange Act or otherwise. The minimum period during which an offer must remain open following material changes in the terms of the Offer or information concerning the Offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes. We understand that in the SEC's view, an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to stockholders, and with respect to a change in price or a change in percentage of securities sought, a minimum ten business day period generally is required to allow for adequate dissemination to stockholders and investor response. The requirement to extend the Offer will not apply to the extent that the number of business days remaining between the occurrence of the change and the Expiration Time, as the same may be extended from time to time, equals or exceeds the minimum extension period that would be required because of such amendment.

If, on or before the Expiration Time, we increase the consideration being paid for Shares accepted for payment in the Offer, such increased consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of the increase in consideration.

We expressly reserve the right, in our sole discretion, subject to the terms and conditions of the Merger Agreement and the applicable rules and regulations of the SEC, not to accept for payment any Shares if, at the Expiration Time, any of the conditions to the Offer have not been satisfied. See Section 15—"Certain Conditions of the Offer." Under certain circumstances, we may terminate the Merger Agreement and the Offer. See Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Termination."

Immediately following the purchase of Shares in the Offer, we expect to complete the Merger without a vote of the stockholders of Silicon Image pursuant to Section 251(h) of the DGCL.

Silicon Image has provided us with Silicon Image's stockholder list and security position listing for the purpose of disseminating this Offer to Purchase, the related Letter of Transmittal and other related materials to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on Silicon Image's stockholder list and will be furnished, for subsequent transmittal

to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Subject to the satisfaction or waiver of all the conditions to the Offer set forth in Section 15—"Certain Conditions of the Offer," we will accept for payment and promptly pay for Shares validly tendered and not properly withdrawn pursuant to the Offer on or prior to the Expiration Time. Subject to compliance with Rule 14e-1(c) under the Exchange Act, we expressly reserve the right to delay payment for Shares in order to comply in whole or in part with any applicable law, including, without limitation, the HSR Act and any other applicable foreign antitrust, competition or merger control laws. See Section 16—"Certain Legal Matters; Regulatory Approvals."

In all cases, we will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i) (A) the certificates evidencing such Shares (the "Share Certificates") or (B) confirmation of a book- entry transfer of such Share ("Book-Entry Confirmation"), into the Depositary's account at The Depository Trust Company, or DTC, pursuant to the procedures set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares", (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message (as described below) in lieu of the Letter of Transmittal, and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

The term "Agent's Message" means a message, transmitted by DTC to and received by the Depositary and forming a part of a Book-Entry Confirmation, that states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares that are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against such participant.

On the terms of and subject to the conditions to the Offer, promptly after the Expiration Time, we will accept for payment, and pay for, all Shares validly tendered to us in the Offer and not validly withdrawn (including any Shares tendered in the Offer pursuant to guaranteed delivery procedures that have been delivered pursuant to such procedures) on or prior to the Expiration Time and Shares tendered in the Offer pursuant to guaranteed delivery procedures that have been delivered pursuant to such procedures. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as paying agent for tendering stockholders for the purpose of receiving payments from us and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. If we extend the Offer, are delayed in our acceptance for payment of Shares, or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer and the Merger Agreement, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein under Section 4—"Withdrawal Rights" and as otherwise required by Rule 14e-1(c) under the Exchange Act. **Under no circumstances will we pay interest on the purchase price for Shares by reason of any extension of the Offer or any delay in making such payment for Shares.**

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, or if Share Certificates are submitted evidencing more Shares than are tendered, Share Certificates evidencing unpurchased Shares will be returned, without expense to the tendering stockholder (or, in the case of

Shares tendered by book-entry transfer into the Depositary's account at DTC pursuant to the procedure set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," such Shares will be credited to an account maintained at DTC), promptly following the expiration or termination of the Offer.

3. Procedures for Accepting the Offer and Tendering Shares.

Valid Tenders. In order for a stockholder to validly tender Shares pursuant to the Offer (i) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal) and any other documents required by the Letter of Transmittal must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and either (A) the Share Certificates evidencing tendered Shares must be received by the Depositary at such address or (B) such Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depositary, in each case on or prior to the Expiration Time; or (ii) the tendering stockholder must comply with the guaranteed delivery procedures set forth below.

Book-Entry Transfer. The Depositary will establish an account with respect to the Shares at DTC for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of DTC may make a book-entry delivery of Shares by causing DTC to transfer such Shares into the Depositary's account at DTC in accordance with DTC's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer at DTC, either the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase on or prior to the Expiration Time, or the tendering stockholder must comply with the guaranteed delivery procedures described below. Delivery of documents to DTC does not constitute delivery to the Depositary.

Guarantee of Signatures. No signature guarantee is required on the Letter of Transmittal (i) if the Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Section 3, includes any participant in DTC's systems whose name appears on a security position listing as the owner of the Shares) of the Shares tendered therewith, unless such registered holder has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (ii) if the Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of the Securities Transfer Agents Medallion Program or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 of the Exchange Act (each referred to as an "Eligible Institution" and collectively "Eligible Institutions"). In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 1 of the Letter of Transmittal. If a Share Certificate is registered in the name of a person or persons other than the signer of the Letter of Transmittal, or if payment is to be made or delivered to, or a Share Certificate not accepted for payment or not tendered is to be issued in, the name of a person other than the registered holder, then the Share Certificate must be endorsed or accompanied by duly executed stock powers, in either case signed exactly as the name of the registered holder appears on the Share Certificate, with the signature on such Share Certificate or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal.

Notwithstanding any other provision of this Offer to Purchase, payment for Shares accepted pursuant to the Offer will in all cases only be made after timely receipt by the Depositary of (i) (A) Share Certificates evidencing such Shares or (B) a Book-Entry Confirmation of a book-entry transfer of such Shares into the Depositary's account at DTC pursuant to the procedures set forth in this Section 3, (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

Guaranteed Delivery. A stockholder who desires to tender Shares pursuant to the Offer and whose certificates for Shares are not immediately available and cannot be delivered to the Depositary on or prior to the Expiration Time, or who cannot complete the procedure for book-entry transfer on or prior to the Expiration Time, or who cannot deliver all required documents to the Depositary on or prior to the Expiration Time, may tender such Shares by satisfying all of the requirements set forth below:

- such tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser, is received by the Depositary (as provided below) on or prior to the Expiration Time; and
- the certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to all such Shares), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and any other required documents, are received by the Depositary within three NASDAQ trading days after the date of execution of such Notice of Guaranteed Delivery. A "trading day" is any day on which the NASDAQ is open for business.

The Notice of Guaranteed Delivery may be transmitted to the Depositary by telegram, facsimile transmission or mail and must include a guarantee by an Eligible Institution in the form set forth in such Notice of Guaranteed Delivery.

The method of delivery of Share Certificates, the Letter of Transmittal and all other required documents, including delivery through DTC, is at the option and risk of the tendering stockholder, and the delivery of all such documents will be deemed made (and the risk of loss and the title of Share Certificates will pass) only when actually received by the Depositary (including, in the case of a book-entry transfer, receipt of a Book-Entry Confirmation). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery on or prior to the Expiration Time.

Irregularities and Determination of Validity. The tender of Shares pursuant to any one of the procedures described above will constitute the tendering stockholder's acceptance of the Offer, as well as the tendering stockholder's representation and warranty that such stockholder has the full power and authority to tender and assign the Shares tendered, as specified in the Letter of Transmittal. Our acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of or the conditions to any such extension or amendment).

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us, in our sole discretion. We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Purchaser shall determine. None of Purchaser, the Depositary, Innisfree M&A Incorporated (the "Information Agent"), or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice. Any determination made by us with respect to the terms and conditions of the Offer may be challenged by Silicon Image's stockholders, to the extent permitted by law, and are subject to review by a court of competent jurisdiction.

Appointment. By executing the Letter of Transmittal as set forth above, the tendering stockholder will irrevocably appoint designees of Purchaser as such stockholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by Purchaser and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. All such powers of attorney and proxies will be considered irrevocable and coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, we accept for payment Shares tendered by such stockholder as provided herein. Upon such appointment, all prior powers of attorney, proxies and consents given by such stockholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given by such stockholder (and, if given, will not be deemed effective). The designees of Purchaser will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including, without limitation, in respect of any annual, special or adjourned meeting of Silicon Image's stockholders, actions by written consent in lieu of any such meeting or otherwise, as they in their sole discretion deem proper. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon our acceptance for payment of such Shares, Purchaser or its designees must be able to exercise full voting, consent and other rights with respect to such Shares and other related securities or rights, including voting at any meeting of Silicon Image's stockholders.

Information Reporting and Backup Withholding. Payments made to stockholders of Silicon Image in the Offer or the Merger generally will be subject to information reporting and may be subject to backup withholding at a 28% rate. To avoid backup withholding, United States Stockholders (as defined in Section 5—"Certain United States Federal Income Tax Consequences") that do not otherwise establish an exemption should complete and return the Internal Revenue Service ("IRS") Form W-9 included in the Letter of Transmittal, certifying that such stockholder is a United States person within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code"), the taxpayer identification number provided is correct, and that such stockholder is not subject to backup withholding. Non-United States Stockholders (as defined in Section 5—"Certain United States Federal Income Tax Consequences") should submit an appropriate and properly completed IRS Form W-8 in order to avoid backup withholding. Non-United States Stockholders should consult a tax advisor to determine which Form W-8 is appropriate.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a stockholder's United States federal income tax liability, provided the required information is timely furnished in the appropriate manner to the IRS.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn at any time on or prior to the Expiration Time.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3—"Procedures for Accepting the Offer and Tendering Shares," any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in Section 3—"Procedures for Accepting the Offer and Tendering Shares" at any time on or prior to the Expiration Time.

Purchaser will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and such determination will be final and binding. No withdrawal of Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Purchaser, Parent or any of their respective affiliates or assigns, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Any determination made by us with respect to the validity of any withdrawal may be challenged by Silicon Image's stockholders, to the extent permitted by law, and is subject to review by a court of competent jurisdiction.

5. Certain United States Federal Income Tax Consequences.

The following is a summary of certain United States federal income tax consequences of the Offer and the Merger to stockholders of Silicon Image whose Shares are tendered and accepted for payment pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger. It does not address tax consequences applicable to holders of Silicon Image Options or Silicon Image RSUs. The summary is for general information only and does not purport to consider all aspects of United States federal income taxation that might be relevant to stockholders of Silicon Image. The summary is based on current provisions of the Code, applicable treasury regulations thereunder and administrative and judicial interpretations thereof, all of which are subject to change, possibly with retroactive effect. We have not sought, and do not intend to seek, any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and no assurance can be given that the IRS will not take a contrary position regarding the tax consequences of the Offer and the Merger or that any such contrary position would not be sustained by a court.

The summary applies only to stockholders of Silicon Image in whose hands Shares are capital assets within the meaning of Section 1221 of the Code. This summary does not address foreign, state or local tax consequences of the Offer or the Merger, nor does it purport to address the United States federal income tax consequences of the transactions to stockholders who will actually or constructively own any stock of Silicon Image following the Offer and the Merger, to holders of equity awards under Silicon Image's equity compensation plans, or to special classes of taxpayers (e.g., small business investment companies, regulated investment companies, real estate investment trusts, controlled foreign corporations, passive foreign investment companies, cooperatives, banks and certain other financial institutions, insurance companies, tax-exempt organizations, retirement plans, stockholders that are, or hold Shares through, partnerships or other pass-through entities for United States federal income tax purposes, United States persons whose functional currency is not the United States dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, expatriates and former long-term residents of the United States, persons subject to the alternative minimum tax, stockholders holding Shares that are part of a straddle, hedging, constructive sale or conversion transaction, and stockholders who received Shares in compensatory transactions, pursuant to the exercise of employee stock options, stock purchase rights, or stock appreciation rights, as restricted stock, or otherwise as compensation). In addition, this summary does not address taxes other than United States federal income taxes.

For purposes of this summary, the term "United States Stockholder" means a beneficial owner of Shares that, for United States federal income tax purposes, is: (i) an individual citizen or resident of the United States, (ii) a corporation, or an entity treated as a corporation for United States federal income tax purposes, created or organized under the laws of the United States, or of any state or the District of Columbia, (iii) an estate, the income of which is subject to United States federal income tax regardless of its source; or (iv) a trust, if (A) a United States court is able to exercise primary supervision over the trust's administration and one or more United

States persons, within the meaning of Section 7701(a)(30) of the Code, have authority to control all of the trust's substantial decisions or (B) the trust has validly elected to be treated as a United States person for United States federal income tax purposes. The term "Non-United States Stockholder" means a beneficial owner of Shares that, for United States federal income tax purposes, is an individual, corporation, estate or trust that is not a United States Stockholder.

If a partnership, or another entity treated as a partnership for United States federal income tax purposes, holds Shares, the tax treatment of the partnership and its partners or members generally will depend upon the status of the partner or member and the partnership's activities. Accordingly, partnerships or other entities treated as partnerships for United States federal income tax purposes that hold Shares, and partners or members in those entities, are urged to consult their tax advisors regarding the specific United States federal income tax consequences to them of the Offer and the Merger.

This discussion is for general information only and should not be construed as tax advice. It is a summary and does not purport to be a comprehensive analysis or description of all potential U.S. federal income tax consequences of the Offer and the Merger. We urge you to consult your own tax advisor with respect to the particular U.S. federal, state, and local, or foreign tax consequences of the Offer and the Merger to you.

Consequences to United States Stockholders. The exchange of Shares for cash pursuant to the Offer or the Merger will be a taxable transaction to United States Stockholders for United States federal income tax purposes. In general, a United States Stockholder who exchanges Shares for cash pursuant to the Offer or the Merger will recognize gain or loss for United States federal income tax purposes in an amount equal to the difference, if any, between the amount of cash received (determined before the deduction, if any, of any withholding taxes) and the United States Stockholder's adjusted tax basis in the Shares exchanged. Such gain or loss will be long-term capital gain or loss if a United States Stockholder's holding period for such Shares is more than one year. Long-term capital gain recognized by an individual is generally taxable at a reduced rate. In the case of Shares that have been held for one year or less, capital gain on the sale or exchange of such Shares generally will be subject to United States federal income tax as short-term capital gains, which are taxed at ordinary income tax rates. The deductibility of capital losses is subject to certain limitations. Under certain circumstances, a newly effective federal tax of 3.8% on net investment income may apply on the amount of gain (in addition to any long- or short-term capital gain tax) recognized by a United States Stockholder that is an individual, estate or trust. United States Stockholders who are individuals, estates or trusts should consult with their tax advisors about the effect of this tax on their disposition of Shares.

Gain or loss will be determined separately for each block of Shares (that is, Shares acquired at the same cost in a single transaction) tendered pursuant to the Offer or exchanged for cash pursuant to the Merger.

Consequences to Non-United States Stockholders. Except as described in the discussion in Section 3—"Procedures for Accepting the Offer and Tendering Shares," a Non-United States Stockholder generally will not be subject to United States federal income tax in connection with the exchange of Shares for cash pursuant to the Offer or the Merger, unless:

- any gain is effectively connected with the Non-United States Stockholder's conduct of a trade or business within the United States and, if subject to an applicable tax treaty, is attributable to a permanent establishment or fixed base maintained by the Non-United States Stockholder in the United States;
- in the case of an individual, the Non-United States Stockholder has been present in the United States for at least 183 days or more in the taxable year of disposition (and certain other conditions are satisfied); or
- Silicon Image is or has been a "United States real property holding corporation" ("USRPHC"), for United States federal income tax purposes, at any time during the shorter of the five-year period ending on the date of the disposition and the Non-United States Stockholder's holding period for its Shares

and, if the Shares are "regularly traded on an established securities market" ("regularly traded"), the Non-United States Stockholder held, directly or indirectly, at any time during such period, more than 5% of the issued and outstanding Shares.

Income that is effectively connected with the conduct of a United States trade or business by a Non-United States Stockholder generally will be subject to regular United States federal income tax in the same manner as if it were realized by a United States Stockholder. In addition, if such Non-United States Stockholder is a corporation, any effectively connected earnings and profits (subject to adjustments) may be subject to a branch profits tax at a rate of 30% (or such lower rate as is provided by an applicable income tax treaty).

If an individual Non-United States Stockholder is present in the United States for at least 183 days during the taxable year of disposition, the Non-United States Stockholder may be subject to a flat tax rate of 30% (or a lower applicable treaty rate) on any United States-source gain derived from the sale, exchange, or other taxable disposition of Shares (other than gain effectively connected with a United States trade or business), which may be offset by United States-source capital losses.

The determination of whether Silicon Image is a USRPHC depends on the fair market value of its United States real property interests relative to the fair market value of its other trade or business assets and its foreign real property interests. No determination has been made as to whether Silicon Image is or has been a USRPHC for United States federal income tax purposes during the time period described in the third bullet point above. However, so long as the Shares are considered to be "regularly traded" (as described in the third bullet point above) at any time during the calendar year, a Non-United States Stockholder generally will not be subject to tax on any gain recognized on the exchange of Shares pursuant to the Offer or the Merger, unless the Non-United States Stockholder owned (actually or constructively) more than 5% of the total outstanding Shares at any time during the applicable period described in the third bullet point above. A Non-United States Stockholder may, under certain circumstances, be subject to withholding in an amount equal to 10% of the gross proceeds on the sale or disposition of Shares. However, as we believe that the Shares are regularly traded, no withholding should be required under these rules upon the exchange of Shares pursuant to the Offer or the Merger. A Non-United States Stockholder who owns (actually or constructively) more than 5% of the total outstanding Shares should consult its tax advisor concerning the United States federal income tax consequences to it if Silicon Image were determined to be a USRPHC.

Backup Withholding. A stockholder who exchanges Shares pursuant to the Offer or the Merger is subject to information reporting and may be subject to backup withholding unless certain information is provided to the Depositary or an exemption applies. See Section 3—"Procedures for Accepting the Offer and Tendering Shares."

6. Price Range of Shares; Dividends.

The Shares currently trade on the NASDAQ Stock Market (the "NASDAQ") under the symbol "SIMG". The Shares have been listed on the NASDAQ since Silicon Image's initial public offering on October 6, 1999. Silicon Image has advised Parent that, as of the close of business on February 5, 2015 (i) 77,510,354 Shares were issued and outstanding, (ii) 14,810,225 shares of common stock were available for issuance pursuant to the Silicon Image Stock Plans, (iii) 5,142,748 Shares were authorized and reserved for issuance pursuant to outstanding Silicon Image Options and (iv) 3,282,194 Silicon Image RSUs were outstanding. The Shares constitute the only outstanding class of securities of Silicon Image or its subsidiaries registered under the Securities Act of 1933, as amended (the "Securities Act"). In addition, as of February 5, 2015, Silicon Image held 29,789,275 Shares as treasury shares and no shares of Silicon Image preferred stock were issued and outstanding.

The following table sets forth, for the periods indicated, the high and low sale prices per Share for each quarterly period within the two preceding years, as reported on the NASDAQ.

	High	Low
Fiscal Year Ended December 31, 2013		
First Quarter	$ 5.25	$ 4.41
Second Quarter	6.28	4.53
Third Quarter	6.10	5.21
Fourth Quarter	6.19	4.71
Fiscal Year Ended December 31, 2014		
First Quarter	$ 7.16	$ 5.00
Second Quarter	7.00	4.89
Third Quarter	5.44	4.52
Fourth Quarter	7.33	4.10
Fiscal Year Ended December 31, 2015		
First Quarter (through February 6, 2015)	$ 7.30	$ 5.45

On January 26, 2015, which was the last trading day prior to execution of the Merger Agreement, the reported closing sales price of the Shares on the NASDAQ was $5.90 per Share. The Offer Price represents a premium of approximately 23.7% over the closing stock price on January 26, 2015 and a premium of approximately 34.6% to the average closing price of Silicon Image's common stock during the 90-day trading period ended on January 26, 2015. On February 6, 2015, the last full trading day before the commencement of the Offer, the reported closing sales price of the Shares on the NASDAQ was $7.25 per Share.

Silicon Image did not declare or pay any dividends with respect to common stock during any of the periods indicated in the table above. According to Silicon Image's Annual Report on Form 10-K for the fiscal year ended December 31, 2013, Silicon Image does not anticipate paying cash dividends. **Stockholders are urged to obtain a current market quotation for the Shares.**

7. Certain Information Concerning Silicon Image.

Except as specifically set forth herein, the information concerning Silicon Image contained in this Offer to Purchase has been taken from or is based upon information furnished by Silicon Image or its representatives or upon publicly available documents and records on file with the SEC and other public sources. The summary information set forth below is qualified in its entirety by reference to Silicon Image's public filings with the SEC (which may be obtained and inspected as described below) and should be considered in conjunction with the more comprehensive financial and other information in such reports and other publicly available information.

General. Silicon Image was incorporated on June 11, 1999 as a Delaware corporation. Silicon Image's principal offices are located at 1140 East Arques Avenue, Sunnyvale CA 94085 and its telephone number is (408) 616-4000. The following description of Silicon Image and its business has been taken from Silicon Image's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 and is qualified in its entirety by reference to such Form 10-K. Silicon Image provides video, audio and data connectivity solutions for the mobile, consumer electronics (CE), and personal computer (PC) markets.

Available Information. The Shares are registered under the Exchange Act. Accordingly, Silicon Image is subject to the information reporting requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports, proxy statements and other information with the SEC relating to its business, financial condition and other matters. Information as of particular dates concerning Silicon Image's directors and officers, their remuneration, and Silicon Image Options granted to them, the principal holders of Shares, any material interests of such persons in transactions with Silicon Image and other matters is required to be disclosed in proxy statements, the most recent one having been filed with the SEC on April 8, 2014. Such information also will be

available in the Schedule 14D-9. Such reports, proxy statements and other information are available for inspection at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information. Copies of such information may be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC at the address above. The SEC also maintains a web site on the Internet at www.sec.gov that contains reports, proxy statements and other information regarding registrants, including Silicon Image, that file electronically with the SEC.

8. Certain Information Concerning Parent and Purchaser.

Parent and Purchaser are both Delaware corporations. The office address of Parent and Purchaser is 5555 N.E. Moore Court, Hillsboro Oregon 97124 and the telephone number is (503) 268-8000. The name, citizenship, business address, present principal occupation or employment and five-year employment history of each of the directors and executive officers of Purchaser and Parent are listed in Schedule I to this Offer to Purchase.

Purchaser is a wholly owned subsidiary of Parent. Purchaser was formed for the purpose of making a tender offer for all of the Shares of Silicon Image and has not engaged, and does not expect to engage, in any business other than in connection with the Offer and the Merger.

Parent designs, develops and markets programmable logic products and related software and also provides design services, customer training, field engineering and technical support.

During the last five years, none of Parent or Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of such laws.

Except as described above or in Schedule I hereto (i) none of Parent or Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase or any majority-owned subsidiary of Parent or Purchaser or any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (ii) none of Parent, Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons or entities referred to in Schedule I hereto nor any director, executive officer or subsidiary of any of the foregoing has effected any transaction in respect of any Shares during the past 60 days.

Except as provided in the Merger Agreement or as otherwise described in this Offer to Purchase, none of Parent or Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase has any contract, arrangement, understanding or relationship with any other person with respect to any securities of Silicon Image (including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss, or the giving or withholding of proxies, consents or authorizations).

Except as set forth in this Offer to Purchase, none of Parent or Purchaser or, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I hereto, has had any business relationship or transaction with Silicon Image or any of its executive officers, directors or affiliates during the past two years that is required to be reported under the rules and regulations of the SEC applicable to the Offer. Except as set forth in this Offer to Purchase, there have been no negotiations, transactions or material contacts between Parent or any of its subsidiaries or, to the best knowledge of Parent and Purchaser, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and Silicon Image or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets during the past two years.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, we have filed with the SEC a Tender Offer Statement on Schedule TO (the "Schedule TO"), of which this Offer to Purchase forms a part, and exhibits to the Schedule TO. The Schedule TO and the exhibits thereto, as well as other information filed by Purchaser with the SEC, are available for inspection at the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information. Copies of such information may be obtainable by mail, upon payment of the SEC's customary charges, by writing to the SEC at the address above. The SEC also maintains a web site on the Internet at www.sec.gov that contains the Schedule TO and the exhibits thereto and other information that Purchaser has filed electronically with the SEC.

9. Source and Amount of Funds.

The Offer is not conditioned upon obtaining financing. Because the only consideration to be paid in the Offer and the Merger is cash, the Offer is to purchase all issued and outstanding Shares, Parent and Purchaser have received debt financing commitments in respect of funds sufficient, together with certain cash on hand of Parent, to purchase all Shares tendered pursuant to the Offer, and there is no financing condition to the completion of the Offer, we believe the financial condition of Parent and Purchaser is not material to a decision by a holder of Shares whether to sell, hold or tender Shares in the Offer.

We estimate we will need approximately $611.4 million to purchase all Shares validly tendered and not validly withdrawn pursuant to the Offer, to pay consideration in respect of Shares converted in the Merger into the right to receive the same per Share amount paid in the Offer and amounts payable in respect of certain Silicon Image Options and Silicon Image RSUs, and to pay the related fees and expenses. Parent will provide Purchaser with sufficient funds to satisfy these obligations. We currently expect that Parent will obtain these funds through a combination of the Term Loan Facility described below and cash on hand at Parent. As of the end of Parent's most recent fiscal year, January 3, 2015, Parent had approximately $254.8 million of cash, cash equivalents and short-term marketable securities. As of December 31, 2014, Silicon Image had approximately $164.3 million in cash, cash equivalents and short-term marketable securities.

Term Loan Facility. Parent entered into a Commitment Letter, originally dated as of January 26, 2015, and subsequently amended and restated (as amended and restated, the "Commitment Letter") with Jefferies Finance LLC, HSBC Bank USA, N.A. and HSBC Securities (USA) Inc. (collectively, the "Financing Parties") under which the Financing Parties committed to provide a six-year senior secured term loan facility (the "Term Loan Facility") to Parent in an aggregate principal amount of $350 million. As discussed below, the Financing Parties will not be obligated to lend until the satisfaction or waiver of specified conditions.

The following summary of certain provisions of the Commitment Letter and all other provisions of the Commitment Letter discussed herein are qualified by reference to the full text of the Commitment Letter, a copy of which is filed as Exhibit (b)(1) to the Schedule TO and incorporated herein by reference.

Final Maturity and Amortization. The Term Loan Facility will mature on the date that is six years after the closing date of the Merger and will amortize in equal quarterly installments in aggregate annual amounts equal to 1.0% of the original principal amount of the Term Loan Facility, with the balance payable on the sixth anniversary of the closing date of the Merger.

Interest Rates. Parent may elect to apply either of the following interest rates to the Term Loan Facility:

- *Base Rate:* (i) the highest of (a) the "U.S. Prime Lending Rate" as published in The Wall Street Journal (the "Prime Rate"), (b) the federal funds effective rate from time to time, plus 0.50%, (c) the Adjusted LIBOR Rate for a one-month interest period plus 1.00% and (d) 2.00% (in any case, the "Base Rate"), plus (ii) 3.00%; or
- *Adjusted LIBOR Rate*: (i) the higher of (a) the rate per annum (adjusted for statutory reserve requirements for Eurocurrency liabilities) at which Eurodollar deposits are offered in the interbank Eurodollar market for the applicable interest period, as quoted on Reuters Screen LIBOR01 Page (or any successor page or service) and (b) 1.00% (in either case, the "Adjusted LIBOR"), plus (ii) 4.00%.

If the Term Loan Facility bears interest based upon the Base Rate, interest will be paid quarterly in arrears on the last day of each calendar quarter and on the applicable maturity date. If the Term Loan Facility bears interest based on the Adjusted LIBOR Rate, Parent may elect interest periods of one, two, three or six months, and interest will be paid on the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period and on the applicable maturity date. At any time during an event of default under the Term Loan Facility, default interest of 2.0% above the rate applicable to Base Rate loans per annum shall be payable on the outstanding Term Loan Facility and other amounts payable under the Term Loan Facility on demand.

Mandatory Pre-Payments. The Term Loan Facility will provide for mandatory prepayments of the Term Loan Facility from (a) the net proceeds from the incurrence of indebtedness (with customary exceptions); (b) the net proceeds from non-ordinary course sale or disposition of assets (including as a result of casualty or condemnation and any sale of equity of any of Parent's subsidiaries) of Parent or any of its subsidiaries, other than unrestricted subsidiaries; and (c) 50% of "excess cash flow" for each fiscal year beginning with the fiscal year ending December 31, 2015, with step-downs to 25% and 0% based on the achievement of agreed upon leverage ratios. The Term Loan Facility will also allow for optional prepayment of the Term Loan Facility in whole or in part, without premium or penalty, except for reimbursement of redeployment costs in specified circumstances and a prepayment penalty of 1.0% of the principal amount of the Term Loan Facility prepaid, repaid, converted or amended before the six month anniversary of the closing date of the Term Loan Facility which reduces the "effective" interest rate of the Term Loan Facility.

Guarantees. The obligations of Parent under the Term Loan Facility will be guaranteed on a secured basis by each subsidiary of Parent other than immaterial subsidiaries to be agreed to by Parent and the Financing Parties, subsidiaries that are "controlled foreign corporations" ("CFCs") or a domestic subsidiary of a CFC, and specified special purpose subsidiaries (collectively, the "Guarantors").

Collateral. The obligations of Parent and the Guarantors will be secured by a perfected first priority security interest in substantially all of the assets of Parent and the Guarantors.

Other Terms. The Term Loan Facility will contain representations and warranties customary for credit facilities of this nature. The Term Loan Facility will also contain certain covenants and events of default applicable to Parent and the Guarantors, including limitations on: indebtedness; liens; asset sales; mergers, acquisitions and other fundamental changes; dividends and other payments in respect of equity interests and other restricted payments; prepayments, redemptions and repurchases of certain other indebtedness; issuance of capital stock and creation of subsidiaries; and business activities.

The funding of the Term Loan Facility is subject, among other things, to (i) absence of any Company Material Adverse Effect (defined in a manner substantially consistent with the Merger Agreement) since September 30, 2014; (ii) the accuracy of specified representations and warranties made by Silicon Image in the Merger Agreement and specified representations and warranties made by Parent in the Term Loan Facility documents; (iii) consummation of the Merger in accordance with the Merger Agreement (which Merger Agreement shall not have been amended, modified or waived in any manner adverse to the Financing Parties without the consent of the Financing Parties (not to be unreasonably withheld, delayed or conditioned)); (iv) Parent and its subsidiaries having $225 million of unrestricted cash on hand; (v) execution and delivery of definitive debt documents consistent with the Commitment Letter and otherwise in form and substance reasonably satisfactory to the Financing Parties; (vi) Silicon Image having no material indebtedness for borrowed money outstanding other than the indebtedness in respect of the Term Loan Facility; (vii) payment of required fees and expenses; (viii) delivery of certain historical and pro forma financial information; (ix) the creation of certain security interests; (x) completion of a 15 consecutive business day period following receipt by the Financing Parties of a confidential information memorandum to syndicate the Term Loan Facility (the "Marketing Period"); and (xi) the execution and delivery of customary closing documents.

Parent currently anticipates that indebtedness incurred by Parent in connection with the successful completion of the Offer and the Merger will be repaid from funds generated internally by Parent and its subsidiaries (including, after the Merger, cash on hand at Silicon Image and its subsidiaries) or other sources, which may include the proceeds of additional loans or the sale of securities. Parent may evaluate the refinancing of the Term Loan Facility in the ordinary course of business. However, no decisions have been made concerning this matter, and any decisions will be based on Parent's review from time to time of the financial markets, including prevailing interest rates and other economic conditions.

Because Parent has entered into the Commitment Letter to provide funds to purchase all Shares validly tendered in the Offer, which funds it will provide to Purchaser, there are no alternative financing arrangements in place nor have any alternative financing plans been made.

10. Background of the Offer; Past Contacts or Negotiations with Silicon Image.

Background of the Offer

The following is a description of material contacts between and among representatives of Parent or Purchaser with representatives of Silicon Image that resulted in the execution of the Merger Agreement and the agreements related to the Offer. For a more detailed discussion of Silicon Image's activities relating to these contacts, please refer to the Schedule 14D-9 of Silicon Image being filed with the SEC and mailed to stockholders with this Offer to Purchase.

On September 23, 2014, representatives of Barclays Capital Inc., financial advisor to Silicon Image ("Barclays"), contacted Parent on behalf of Silicon Image to suggest a possible business combination between Parent and Silicon Image. On September 26, 2014, Silicon Image and Parent entered into a non-disclosure agreement, and Parent attended a presentation by Silicon Image's management on October 16, 2014.

On November 3, 2014, Mr. Joe Bedewi (the chief financial officer of Parent) and Mr. Abid Ahmad (M&A advisor to Parent) spoke with representatives of Barclays (on behalf of Silicon Image) and members of Silicon Image's senior management regarding Parent's potential interest in acquiring Silicon Image.

On November 6, 2014, a special meeting of Parent Board of Directors (the "Parent Board") was held to discuss the potential transaction with Silicon Image. After discussions, the Parent Board authorized management of Parent to send an initial letter of intent to Silicon Image substantially on the terms and conditions discussed in the meeting.

On November 7, 2014, Parent delivered to Silicon Image a non-binding letter of intent proposing an all-cash acquisition of Silicon Image at a price in a range of $6.50 to 7.00 per Share. The letter of intent contained a binding provision requiring that Silicon Image refrain from soliciting, negotiating or considering any acquisition proposals from any third parties and permitted Silicon Image to terminate the letter (including this exclusivity provision) if a definitive agreement had not been executed by December 30, 2014.

On November 12, 2014, Mr. Darin Billerbeck (the chief executive officer of Parent) met with Mr. Camillo Martino (the chief executive officer of Silicon Image) and discussed this proposal. During this discussion, Mr. Martino indicated that the price proposed would not be acceptable to the Silicon Image Board and encouraged Parent to increase its price.

On November 19, 2014, Mr. Ahmad and representatives of Jefferies LLC, financial advisor to Parent ("Jefferies"), discussed the letter of intent with representatives of Barclays. Mr. Ahmad stated that Parent would be willing to propose a price of $7.04 per Share, and representatives of Barclays indicated that this price was disappointing and would not be acceptable to the Silicon Image Board.

Later in the day on November 19, 2014, a special meeting of the Parent Board was held, at which the Parent Board was informed that the initial letter of intent was rejected by Silicon Image due to the price range. After discussions, the Parent Board authorized management to provide a new letter of intent, subject to diligence, with a price of not more than $7.30 per share.

On November 20, 2014, Mr. Martino discussed Parent's proposal further with Mr. Billerbeck, and Mr. Billerbeck stated that Parent would be willing to increase its offer further to a price of $7.28 per Share. Mr. Martino responded that Parent would need to increase its price in order for Silicon Image to be willing to proceed. Also on November 20, 2014, representatives of Barclays communicated the same message to Mr. Ahmad.

On November 24, 2014, Mr. Martino discussed Parent's proposal, and Silicon Image's valuation, with Mr. Ahmad and Mr. Billerbeck. Following this discussion, Parent delivered to Silicon Image a revised non-binding letter of intent proposing an all-cash acquisition of Silicon Image at a price of $7.30 per Share. The letter of intent again contained a binding provision requiring that Silicon Image refrain from soliciting, negotiating or considering any acquisition proposals from any third parties, with Silicon Image being entitled to terminate the letter if a definitive agreement had not been executed by December 30, 2014.

On November 25, 2014, representatives of Barclays (on behalf of Silicon Image) spoke with representatives of Parent and informed them that Silicon Image would be willing to permit Parent to conduct a detailed due diligence review, and to commence negotiation of a merger agreement, but would not agree to Parent's request that Silicon Image refrain from soliciting, negotiating or considering any acquisition proposals from any third parties. During these discussions, representatives of Parent informed representatives of Barclays that Parent would not be willing to proceed without such an exclusivity agreement. In addition, on November 25, 2014, Mr. Martino spoke with Mr. Billerbeck regarding Parent's request for an exclusivity agreement.

On November 26, 2014, Parent delivered to Silicon Image a revised written, non-binding letter of intent that reiterated the $7.30 per Share proposed valuation. This letter prohibited the solicitation by Silicon Image of offers from third parties with respect to an acquisition of Silicon Image (and did not require that Silicon Image refrain from considering or negotiating any unsolicited acquisition proposals), with Silicon Image being entitled to terminate the letter if a definitive agreement had not been executed by December 30, 2014. On November 28, 2014, Mr. Martino informed Mr. Billerbeck and Mr. Ahmad that Silicon Image was seriously interested in a transaction between the two companies, but was not in a position to agree to a prohibition on solicitation of other offers.

Later in the day on November 26, 2014, a special meeting of the Parent Board was held, at which the Parent Board received an update on negotiations with Silicon Image regarding the letter of intent.

On November 29, 2014, Mr. Billerbeck, Mr. Ahmad, Mr. Martino and Mr. Peter Hanelt (the chairman of Silicon Image Board) discussed the request that Silicon Image agree to a prohibition on solicitation of other offers, and Mr. Billerbeck again informed Mr. Martino and Mr. Hanelt that Parent would not proceed towards a transaction without such an agreement.

On December 1, 2014, representatives of Fenwick & West and Skadden, Arps, Slate, Meagher & Flom LLP, Parent's counsel with respect to the proposed transaction ("Skadden"), discussed the request that Silicon Image agree not to solicit other offers, and following that discussion, Mr. Billerbeck requested of Mr. Martino that Silicon Image execute the letter of intent by December 4, 2014. Mr. Martino, Mr. Billerbeck and representatives of Fenwick & West and Skadden further discussed this request on December 3, 2014. Following this discussion, a representative of Fenwick & West and a representative of Skadden discussed possible changes to the non-solicitation provision of the letter of intent to allow Silicon Image greater flexibility to negotiate with any third party that proposed an acquisition transaction.

On December 4, 2014, after the close of trading in the Shares, Silicon Image announced the completion of a partnering transaction involving Silicon Image's services business. Following this announcement, the trading price of the Shares increased from $5.99 per Share at the close of trading on December 4, 2014 to $6.90 per Share at the close of trading on December 5, 2014.

On December 4, 2014, a special meeting of the Parent Board was held, at which the Parent Board received an update on the strategic opportunities of the potential transaction with Silicon Image.

On December 5, 2014, a representative of Skadden provided a representative of Fenwick & West with a revised letter of intent reflecting the changes to the non-solicitation provision that had been discussed between the firms. Mr. Martino contacted Mr. Billerbeck to request an extension of the December 5, 2014 deadline for Silicon Image to execute the letter of intent, in view of the increase in Silicon Image's share price on that day. Mr. Billerbeck informed Mr. Martino that he could not extend the deadline, and accordingly, discussions between the parties were mutually discontinued.

On December 17, 2014, one of Silicon Image's largest customers informed Silicon Image that it had decided not to include Silicon Image's MHL functionality in certain designs in order to reduce costs, and as a result of this decision, on December 18, 2014, Silicon Image announced that it expected a year-over-year revenue decline in 2015 of approximately 10% due to a reduction in mobile design wins at one of its largest customers. Following this announcement, the trading price of the Shares decreased from $6.74 at the close of trading on December 17, 2014 to $4.90 at the close of trading on December 18, 2014. On December 18, 2014, Mr. Martino and Mr. Billerbeck discussed the drop in the stock price, and Mr. Billerbeck indicated that Parent would be interested in re-commencing discussions.

On December 21, 2014, Parent delivered to Silicon Image a new non-binding letter of intent, again proposing an all-cash acquisition of Silicon Image at a price of $7.30 per Share. This revised proposal included a restriction on solicitation of proposals from third parties through January 31, 2015, but did not prohibit Silicon Image from engaging in discussions with parties in response to proposals that were not solicited by Silicon Image in violation of this restriction on solicitation of proposals.

On December 26, 2014, Silicon Image executed the letter of intent with Parent.

On December 31, 2015, representatives of Skadden and Fenwick & West discussed plans for Parent's due diligence review of Silicon Image.

On January 5, 2015, Parent and its advisors were provided with access to an online data room for purposes of Parent's due diligence review of Silicon Image in connection with the proposed transaction, and representatives of Parent, Silicon Image, Barclays, Jefferies, Skadden and Fenwick & West discussed plans for due diligence and for negotiation of a definitive merger agreement.

During the period from January 5, 2015 through January 26, 2015, representatives of Parent and its legal and financial advisors engaged with Silicon Image and its legal and financial advisors for the purpose of Parent's due diligence review.

On January 8, 2015, the Reuters news service reported publicly that Silicon Image was exploring strategic alternatives, including a possible sale, with the help of Barclays.

On January 10, 2015, Skadden provided Silicon Image and Fenwick & West with an initial draft of the Merger Agreement. This draft did not permit Silicon Image to terminate the Merger Agreement in order to enter into an alternative agreement providing for a superior transaction with a third party, did not require Parent to extend the Offer if the Minimum Condition was not satisfied, and contained conditions to the Offer regarding the accuracy of certain representations regarding intellectual property and contracts that were not qualified by a "Material Adverse Effect" standard. In addition, this draft provided for a termination fee of between 3.7 and 3.9% of the equity value of Silicon Image in the transaction.

On January 13, 2015, the parties and their legal and financial advisors conducted a meeting at which members of Silicon Image's management made presentations to representatives of Parent and its advisors, and the parties conducted due diligence discussions regarding various aspects of Silicon Image's business. Further

due diligence meetings were conducted at the offices of Silicon Image on January 14, 2015. From January 13, 2015 through January 26, 2015, Parent and its financial and legal advisors continued their due diligence review of Silicon Image.

On January 15, 2015, Fenwick & West provided Skadden with a revised draft of the Merger Agreement. This revised draft provided for the ability of Silicon Image to require Parent to extend the Offer, if, as of any Expiration Time, all conditions to the Offer have been satisfied or waived by Parent other than the Minimum Condition, on up to two occasions for additional periods of up to 10 business days each. In addition, the revised draft provided that Silicon Image would be entitled to terminate the Merger Agreement in order to enter into an alternative agreement providing for a superior transaction with a third party, subject to compliance with the provisions of the Merger Agreement, including payment of a termination fee, and the revised draft proposed a termination fee of 2.5% of the equity value of Silicon Image in the transaction.

On January 16, 2015, Silicon Image provided Parent with updated projections for the period fiscal 2015 through fiscal 2017 that were consistent with the changes discussed with Silicon Image Board on December 23, 2014. These projections are described in the Schedule 14D-9 in Item 4 under the heading "—Certain Unaudited Prospective Financial Information of the Company."

On January 17, 2015, Skadden provided Fenwick with a draft support agreement to be entered into by Silicon Image's directors and officers, in which the directors and executive officers would agree to tender their shares in the Offer and to vote (in their capacity as stockholders) against any competing acquisition proposal. These support agreements are described in Section 11—"The Merger Agreement; Other Agreements—Support Agreements."

On January 19, 2015, Skadden provided Fenwick & West with a revised draft of the Merger Agreement, and on January 20, 2015, representatives of Fenwick & West, Skadden, Parent and Silicon Image met to negotiate the terms of the Merger Agreement. During this meeting, the parties agreed on a number of changes to the Merger Agreement, including the ability of Silicon Image to require Purchaser to extend the Offer, if, as of any Expiration Time, all conditions to the Offer have been satisfied or waived by Purchaser other than the Minimum Condition, on up to two occasions for additional periods of up to 10 business days each. In addition, Silicon Image and Parent agreed that Silicon Image would be entitled to terminate the Merger Agreement in order to enter into an alternative agreement providing for a superior transaction with a third party, subject to compliance with the provisions of the Merger Agreement, including payment of a termination fee. Finally, the parties agreed that the condition to the Offer relating to the accuracy of representations regarding intellectual property and contracts would be qualified by a "Material Adverse Effect" standard. Fenwick & West and Skadden continued to discuss the Merger Agreement, and negotiate other issues, until January 26, 2015.

On each of January 21, 2015 and January 22, 2015, Fenwick & West provided Skadden with a revised draft of the Merger Agreement, and following each provision of the Merger Agreement, Skadden and Fenwick & West continued to negotiate the terms of the Merger Agreement. On January 21, 2015, the parties agreed upon a termination fee of $20.8 million, or approximately 3.45% of the equity value of Silicon Image in the transaction.

On January 22, 2015, Parent provided Silicon Image with a draft of the commitment letter to be provided by Jefferies Finance LLC with respect to a $350 million loan to be used by Parent to fund a portion of the consideration to be paid in the Merger (the "Commitment Letter"). The terms of the draft Merger Agreement did not condition the Offer upon the availability of financing.

On January 24, 2015, a representative of Fenwick & West provided representatives of Skadden with a revised draft of the Merger Agreement, and following that date, representatives of Skadden and Fenwick & West completed the negotiation of the terms of the Merger Agreement.

On January 26, 2015, a special meeting of the Parent Board was held to update the Parent Board on the potential transaction with Silicon Image. After discussions, the Parent Board authorized Parent's management team to enter into the Merger Agreement and the transactions contemplated thereby substantially on the terms and conditions discussed in the meeting.

In the evening of January 26, 2015, representatives of Fenwick & West advised Skadden and Parent that the Silicon Image Board had held a meeting that evening during which it unanimously adopted the Merger Agreement and approved the transactions contemplated thereby, determined that the Merger Agreement and the transactions contemplated thereby are in the best interest of Silicon Image and the holders of the Shares and recommended that the holders of the Shares accept the Offer and tender their Shares pursuant to the Offer.

Later on in the evening of January 26, 2014, Silicon Image, Parent and Purchaser executed the Merger Agreement and the parties to the support agreements executed the support agreements, and Jefferies Finance LLC and Parent executed the commitment letter.

Following the execution of the Merger Agreement and prior to the opening of the financial markets on January 27, 2015, Silicon Image and Parent publicly announced the signing of the Merger Agreement.

Past Contacts, Transactions, Negotiations and Agreements.

For more information on the Merger Agreement and the other agreements between Silicon Image and Purchaser and their respective related parties, see Section 8—"Certain Information Concerning Parent and Purchaser," Section 9—"Source and Amount of Funds," and Section 11—"The Merger Agreement; Other Agreements."

11. The Merger Agreement; Other Agreements.

Merger Agreement

The following is a summary of certain provisions of the Merger Agreement. This summary is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit (d)(1) to the Schedule TO, and which is incorporated herein by reference. This summary does not purport to be complete and may not contain all of the information about the Merger Agreement that is important to you. We encourage you to carefully read the Merger Agreement in its entirety. The Merger Agreement is not intended to provide you with any other factual information about Parent, Purchaser or Silicon Image. Such information can be found elsewhere in this Offer to Purchase.

The Merger Agreement has been included solely to provide you with information regarding its terms. Factual disclosures about Parent, the Purchaser or Silicon Image or any of their respective affiliates contained in this Offer to Purchase, in their respective public reports filed with the SEC and otherwise, as applicable, may supplement, update or modify the factual disclosures about Parent, the Purchaser and Silicon Image or any of their respective affiliates contained in the Merger Agreement. The representations, warranties, covenants and conditions made and agreed to in the Merger Agreement by Parent, the Purchaser and Silicon Image were qualified and subject to important limitations agreed to by Parent, the Purchaser and Silicon Image in connection with negotiating the terms of the Merger Agreement. In particular, the representations, warranties and certain closing conditions, contained in the Merger Agreement were negotiated with the principal purposes of establishing the circumstances in which a party to the Merger Agreement may have the right not to complete the Offer or consummate the Merger and allocating risk between the parties to the Merger Agreement. The representations and warranties and closing conditions contained in the Merger Agreement do not establish matters of fact. The representations and warranties set forth in the Merger Agreement may also be subject to a contractual standard of materiality different from that generally applicable to stockholders and reports and documents filed with the SEC and in some cases were qualified by disclosures that were made by each party to the other, which disclosures were not reflected in the Merger Agreement. Moreover, information concerning the

subject matter of the representations and warranties, which do not purport to be accurate as of the date of this Offer to Purchase, may have changed since the date of the Merger Agreement and subsequent developments or new information qualifying a representation or warranty may have been included in this Offer to Purchase. The holders of Shares and other investors are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or conditions of Silicon Image, Parent, Purchaser or any of their respective subsidiaries or affiliates.

The Offer. The Merger Agreement provides that Purchaser will commence the Offer as promptly as practicable but in no event more than 10 business days following the date of the Merger Agreement. The obligation of Purchaser to accept for payment and pay for Shares validly tendered in the Offer is subject to the Offer Conditions described in Section 15—"Certain Conditions of the Offer." Subject to the satisfaction of the Minimum Condition (as defined in Section 15—"Certain Conditions of the Offer") and the other conditions that are described in Section 15—"Certain Conditions of the Offer," promptly after expiration of the Offer, Purchaser will accept for payment and pay for (subject to any applicable tax withholding pursuant to the Merger Agreement) all Shares validly tendered and not validly withdrawn pursuant to the Offer promptly after the expiration of the Offer (as it may be extended and re-extended as described below and in compliance with applicable laws) and in any event in compliance with Rule 14e-1(c) under the Exchange Act. The time of such acceptance for payment of Shares is referred to herein as the "Acceptance Time."

Pursuant to the Merger Agreement, Purchaser expressly reserves the right to waive any Offer Conditions or modify the terms of the Offer, except that Silicon Image's prior written approval is required for Purchaser to:

- decrease the Offer Price;
- change the form of consideration to be paid in the Offer;
- reduce the number of Shares sought to be purchased in the Offer;
- amend or modify the Minimum Condition;
- amend or modify any Offer Condition (other than the Minimum Condition) in a manner that adversely impacts Silicon Image or Silicon Image's stockholders;
- provides any "subsequent offering period" in accordance with Rule 14d-11 promulgated under the Exchange Act; or
- impose conditions to the Offer that are in addition to the Offer Conditions set forth in Section 15—"Certain Conditions of the Offer".

The Offer is initially scheduled to expire at 12:00 midnight, New York City time, at the end of the day on March 9, 2015 (the "Initial Expiration Date"), but may be extended and re-extended as described below.

The Merger Agreement provides that if (i) required by any law or order, or any rule, regulation or other requirement of the Securities and Exchange Commission (the "SEC") or the NASDAQ which is applicable to the Offer, Purchaser shall extend the Offer for any such required period, (ii) required by any other governmental authority, Purchaser shall extend the Offer for any period so required, (iii) at the Expiration Time, as the same may be extended from time to time, time, any of the Offer Conditions (other than the Minimum Condition and the Certification Condition) have not been satisfied or waived (to the extent permitted under applicable law), Purchaser shall extend the Offer for successive extension periods of up to ten business days each until the earlier of the termination of the Merger Agreement in accordance with its terms or 5:00 p.m., New York City time, on July 27, 2015, or (iv) at the Expiration Time, as the same may be extended from time to time, the Minimum Condition and Certification Condition are the only Offer Conditions that have not been satisfied or waived, Purchaser shall, at the request of Silicon Image, extend the Offer for not more than two consecutive increments of not more than ten business days each in order to further seek to satisfy the Minimum Condition, Purchaser (a) may at any time extend the Offer for any period agreed by Parent and Silicon Image (subject to applicable

law), (b) shall extend the Offer for the first business day after the expiration of a "matching" period as described under "Acquisition Proposal" in Section 11 – "The Merger Agreement; Other Agreements" if such "matching" period would expire after the Expiration Time and (c) shall extend the Offer until the business day immediately following the end of the Marketing Period described in Section 9 – "Source and Amount of Funds" if the Expiration Time falls within such Marketing Period. Other than in connection with the termination of the Merger Agreement as described under "Termination" Section 11 – "The Merger Agreement; Other Agreements", Purchaser shall not terminate or withdraw the Offer without Silicon Image's consent. However, in no event is Purchaser required to extend the Offer beyond 5:00 p.m., New York City time, on July 27, 2015.

The Merger. The Merger Agreement provides that, following completion of the Offer and upon the terms and subject to the conditions set forth in the Merger Agreement, and in accordance with the DGCL, at the Effective Time:

- Purchaser will be merged with and into Silicon Image, and the separate existence of Purchaser will cease;
- Silicon Image will continue as the Surviving Corporation after the Merger;
- the separate corporate existence of the Surviving Corporation will continue unaffected by the Merger and all of the property, rights, privileges, powers and franchises of Silicon Image and Purchaser shall vest in the Surviving Corporation, and all debts, liabilities and duties of Silicon Image and Purchaser shall become the debts, liabilities and duties of the Surviving Corporation;
- the Certificate of Incorporation of the Surviving Corporation will, by virtue of the Merger, be amended in its entirety to read as the Certificate of Incorporation of Purchaser in effect immediately prior to the Effective Time;
- the bylaws of the Surviving Corporation will be amended and restated to be identical to the bylaws of Purchaser in effect immediately prior to the Effective Time;
- the directors of the Surviving Corporation will, from and after the Effective Time, be the respective individuals who are directors of Purchaser immediately prior to the Effective Time; and
- the officers of the Surviving Corporation will, from and after the Effective Time, be the respective individuals who are officers of Purchaser immediately prior to the Effective Time.

The respective obligation of each party to complete the Merger is subject to the satisfaction or waiver in writing if permissible under applicable law, at or prior to the Effective Time, of each of the following conditions:

- that no governmental authority having competent jurisdiction over a material portion of Silicon Image's or Parent's assets or sales shall have enacted, issued, promulgated, entered, enforced or deemed applicable to the Merger any law or rules of any applicable securities exchange that has the effect of making the consummation of the Merger illegal, or any order prohibiting or otherwise preventing the consummation of the Merger; and
- Purchaser shall have accepted for payment all Shares validly tendered and not validly withdrawn pursuant to the Offer.

Effect on Capital Stock.

At the Effective Time, each Share issued and outstanding immediately prior to the Effective Time (other than Cancelled Shares and any Dissenting Shares, each as described below) shall be cancelled and extinguished and automatically converted into the right to receive a cash amount equal to the Offer Price, without interest thereon (the "Merger Consideration") and shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration payable therefor upon the surrender or transfer thereof in accordance with the procedures described in Section 3—"Procedures for Accepting the Offer and Tendering Shares." The Merger Consideration paid in accordance with the terms of the Merger Agreement shall be deemed to have been paid in

full satisfaction of all rights pertaining to such Shares. From and after the Effective Time, there shall be no further registration of transfers on the records of the Surviving Corporation of Shares that were issued and outstanding immediately prior to the Effective Time, other than transfers to reflect, in accordance with customary settlement procedures, trades effected prior to the Effective Time; and if, after the Effective Time, any Shares are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in the Merger Agreement.

At the Effective Time, by virtue of the Merger, each Share that is owned by Parent, Purchaser or Silicon Image, or by any direct or indirect wholly owned Subsidiary of Parent, Purchaser or Silicon Image, in each case immediately prior to the Effective Time (the "Cancelled Shares"), shall be cancelled and extinguished without any conversion thereof or consideration paid therefor.

All Dissenting Shares shall not be converted into, or represent the right to receive, the Merger Consideration. Such stockholders shall be entitled to receive payment of the appraised value of such Dissenting Shares in accordance with the provisions of Section 262 of the DGCL, except that all Dissenting Shares held by stockholders who have failed to perfect or who have effectively withdrawn or lost their rights to appraisal of such Dissenting Shares under such Section 262 of the DGCL shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time, the right to receive the Merger Consideration, without any interest thereon, upon surrender of the certificate or certificates that formerly evidenced such Shares in the manner provided in the Merger Agreement.

Treatment of Options and Restricted Stock Units; Stock Plans.

Silicon Image Options. At the Offer Closing, each outstanding option exercisable for Silicon Image Shares (each, a "Silicon Image Option") that is (1) held by a Person who is an employee of the Silicon Image or any subsidiary as of immediately prior to the Offer Closing and (2) either (A) vested and exercisable (after giving effect to any vesting that occurs on account of the transactions contemplated by the Merger Agreement) as of immediately before the Offer Closing, with an exercise price below the Offer Price, or (B) unvested, unexpired, unexercised and outstanding immediately before the Offer Closing, without regard to exercise price, shall be assumed by Parent and converted automatically at the Offer Closing into that number of options exercisable for Parent Common Stock (each, a "Parent Option") equal to the product of (x) the number of Shares subject to such Silicon Image Option immediately prior to the Offer Closing, multiplied by (y) the Exchange Ratio (as defined below), with an exercise price applicable to each Parent Option equal to the per share exercise price applicable to the respective Silicon Image Option as of immediately before the Offer Closing divided by the Exchange Ratio. The Exchange Ratio is the quotient obtained by dividing the Offer Price by the volume weighted average closing sale price of one share of Parent Common Stock as reported on NASDAQ for the ten consecutive trading days ending on the date that is two trading days immediately preceding the Offer Closing, adjusted for any stock splits, dividends, combinations or similar events.

At the Offer Closing, each Silicon Image Option that Parent does not assume and convert shall be cancelled. If such option had a per share exercise price equal to or above the Offer Price, it shall be cancelled without the payment of any consideration therefor. If such option had a per share exercise price below the Offer Price, it shall be cancelled in exchange for a cash payment from Parent as soon as practicable (but in any event within fifteen (15) days) following the Offer Closing to the holder thereof equal to the number of Silicon Image Shares with respect to which such option is vested and exercisable as of immediately before the Offer Closing multiplied by the excess, if any, of the Offer Price over the per share exercise price for such option.

The term, vesting schedule and all of the other provisions applicable to assumed Silicon Image Options shall remain unchanged, subject only to any adjustments required for administrative convenience to conform such vesting schedule to the vesting schedules otherwise specified by Parent's equity incentive plans and that are not adverse to the holder thereof and any adjustments to performance metrics or goals applicable to such assumed options. On and after the Offer Closing all Silicon Image Options discussed in this and the prior paragraph shall terminate and cease to be outstanding.

Silicon Image Restricted Stock Units ("RSUs"). At the Offer Closing, each Silicon Image RSU that is outstanding as of immediately prior to the Offer Closing and that vests as a function of time (after taking into account the conversion of certain performance-based RSUs to time-based RSUs as described above in the section entitled "What Will Happen to my Stock Options and Restricted Stock Units in the Offer") or personal (but not company) performance shall be assumed by Parent as a Parent RSU. Each Silicon Image RSU so assumed shall continue to have, and be subject to, the same terms and conditions (including vesting terms) set forth in the applicable Silicon Image stock plan and the Silicon Image RSU agreements relating thereto, as in effect immediately prior to the Offer Closing, except that such assumed Silicon Image RSU shall cover that number of whole shares of Parent Common Stock equal to the product of the number of Shares underlying such Silicon Image RSU immediately prior to the Offer Closing multiplied by the Exchange Ratio.

Silicon Image Employee Stock Purchase Plan. Silicon Image is required to terminate Silicon Image ESPP prior to the Offer Closing, and provide such notice of termination as may be required by the terms of the Silicon Image ESPP. Silicon Image's Board has adopted resolutions to provide (i) that the final purchase period under the Silicon Image ESPP shall end on February 15, 2015 and (ii) that the Silicon Image ESPP shall be suspended immediately following the end of such final purchase period and shall terminate prior to the Offer Closing. During the suspension period no further rights shall be granted or exercised under the Silicon Image ESPP.

Representations and Warranties. The Merger Agreement, which has been provided solely to inform Silicon Image's stockholders of its terms and is not intended to provide any other factual information about Silicon Image, contains various representations and warranties made by Silicon Image to Parent and Purchaser and representations and warranties made by Parent and Purchaser to Silicon Image. The assertions embodied in the representations and warranties contained in the Merger Agreement were made solely for purposes of the Merger Agreement and as of specific dates, were the product of negotiations among Silicon Image, Parent and Purchaser, and may be subject to important qualifications and limitations agreed to by the parties in connection with negotiating the Merger Agreement, including in a confidential disclosure schedule that the parties exchanged in connection with the signing of the Merger Agreement. The confidential disclosure schedule contains information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. Moreover, certain representations and warranties in the Merger Agreement were used for the purpose of allocating risk between Silicon Image, Parent and Purchaser, rather than establishing matters of fact. Furthermore, the representations and warranties may be subject to standards of materiality or Material Adverse Effect applicable to Silicon Image, Parent and Purchaser that may be different from what may be viewed as material by Silicon Image's stockholders. Additionally, information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in Silicon Image's, Purchaser's or Parent's public disclosures. Accordingly, the representations and warranties in the Merger Agreement may not constitute the actual state of facts about Silicon Image, Parent or Purchaser. Except for the rights of Silicon Image's stockholders to receive the Merger Consideration and for the rights of the holders of Silicon Image Options and Silicon Image RSUs to receive the consideration specified in the Merger Agreement, in each case in accordance with the terms of the Merger Agreement, stockholders and holders of Silicon Image Options and Silicon Image RSUs are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of Silicon Image, Parent or Purchaser or any of their respective subsidiaries or affiliates.

In the Merger Agreement, Silicon Image has made customary representations and warranties to Parent and Purchaser with respect to, among other things:

- organization, valid existence, good standing and qualification to do business of Silicon Image and its subsidiaries;
- due authorization and enforceability of the Merger Agreement with respect to Silicon Image;
- corporate power and authority relating to the Merger Agreement and the transactions contemplated thereby and required approvals and receipt of an opinion of Silicon Image's financial advisor;

- required government consents;
- governmental filings and certain other governmental and other third-party consents and approvals, and no violations of organizational or governance documents;
- capitalization;
- SEC filings and financial statements, compliance with the Sarbanes-Oxley Act, the Dodd-Frank Act, the Securities Act, the Exchange Act, and the rules and regulations of the NASDAQ;
- disclosure controls and internal controls over financial reporting;
- the (i) accuracy and compliance with the applicable requirements of the Exchange Act of the documents to be filed by Silicon Image with the SEC or required to be distributed or otherwise disseminated to Silicon Image's stockholders in connection with the Offer and the Merger, including for Silicon Image's Schedule 14D-9 and (ii) the accuracy of information furnished to Parent or Purchaser in writing specifically for use in the Schedule TO, this Offer to Purchase and the other documents ancillary to the Schedule TO;
- the absence of undisclosed liabilities;
- the absence of certain changes;
- material contracts;
- permits and licenses;
- litigation;
- taxes;
- environmental matters;
- employee benefit plans, matters related to the Employee Retirement Income Security Act of 1974, as amended, and certain related matters;
- labor matters;
- real property;
- tangible personal property;
- intellectual property;
- compliance with laws, including export control and import laws and anti-corruption and anti-bribery laws, including the Foreign Corrupt Practices Act of 1977, as amended;
- material customers and suppliers;
- related party transactions;
- brokers and finders;
- absence of a stockholder rights plan;
- non-applicability of anti-takeover statutes;

Some of the representations and warranties in the Merger Agreement made by Silicon Image are qualified as to "materiality" or "Company Material Adverse Effect." For purposes of the Merger Agreement, a "Company Material Adverse Effect" means (i) any fact, circumstance, event, change, development, occurrence or effect that exist on or prior to the date of determination of the occurrence of Company Material Adverse Effect, is or is reasonably likely to be or become materially adverse to the business, assets (including intangible assets), liabilities, operations, condition (financial or otherwise) or results of operations of Silicon Image and its subsidiaries, taken together as a whole; provided, however, that, for purposes of clause (i), none of the following,

individually or in the aggregate, shall be deemed to be or constitute a Company Material Adverse Effect, or be taken into account when determining whether a Company Material Adverse Effect has occurred, is reasonably likely to occur, or would reasonably be expected to occur:

- any general economic, financial, political or business conditions, or credit or capital market conditions in the United States or elsewhere in the world (or changes in such conditions), to the extent that such changes do not have a disproportionate impact on Silicon Image and its subsidiaries, taken as a whole, as compared to other participants in the industries in which Silicon Image and its subsidiaries conduct their businesses;
- any conditions in the industry or industries in which Silicon Image and its subsidiaries conducts business (or changes in such conditions, including changes in the use, adoption or non-adoption of industry standards), to the extent that such changes do not have a disproportionate impact on Silicon Image and its subsidiaries, taken as a whole, as compared to other participants in the industries in which Silicon Image and its subsidiaries conduct their businesses;
- any changes after the date hereof in laws or generally accepted accounting principles ("GAAP") or the interpretations thereof applicable to Silicon Image and any of its subsidiaries (in which case only the disproportionate portion of such impact may be taken into account in determining whether a Company Material Adverse Effect has occurred);
- any changes in trading price of Shares or the trading volume of Shares or any failure to meet internal or published projections, forecasts for revenue, bookings, earning or other financial performance or results of operations for any period and any resulting analyst downgrade of Silicon Image's securities; provided that the underlying causes of such decline, change or failure, may be considered in determining whether there was a Company Material Adverse Effect;
- any event, change, development or occurrence to the extent resulting from the execution, announcement or pendency or consummation of the Merger Agreement or the transactions contemplated thereby (including the Offer and the Merger) (including the identity of Parent), including any legal proceedings, departures of officers or employees, changes in relationships with suppliers, licensees, licensors or customers or other business relations to the extent resulting therefrom;
- any event, change, development or occurrence to the extent resulting from any action required to be taken by Silicon Image pursuant to the Merger Agreement or at the written request of Parent;
- any event, change, development or occurrence to the extent resulting from any force majeure event, including earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires, epidemics, quarantine restrictions or other natural disasters or weather conditions in the United States or elsewhere in the world, to the extent that such changes do not have a disproportionate impact on Silicon Image and its subsidiaries, taken as a whole, as compared to other participants in the industries in which Silicon Image and its subsidiaries conduct their businesses;
- any national or international political conditions, acts of war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, sabotage or terrorism or other international or national calamity or any material worsening of such conditions threatened or existing as of the date of the Merger Agreement, to the extent such changes do not adversely affect Silicon Image and its subsidiaries, taken as a whole, in a disproportionate manner relative to other similarly situated participants in the industries in which Silicon Image and its subsidiaries operate; and
- any stockholder class action litigation, derivative or similar litigation arising out of or in connection with or relating to the Merger Agreement and the transactions contemplated thereby, including allegations of a breach of fiduciary duty, including by members of the Silicon Image Board or any Silicon Image officer or alleged misrepresentation in public disclosure.

In the Merger Agreement, each of Parent and Purchaser has made customary representations and warranties to Silicon Image with respect to:

- organization, valid existence, good standing and qualification to do business of Parent and Purchaser;
- corporate power and authority relating to the Merger Agreement and the transactions contemplated thereby and required approvals;
- validity and enforceability of the Merger Agreement with respect to Parent and Purchaser;
- required government consents;
- governmental filings and certain other governmental and other third-party consents and approvals, and no violations of organizational or governance documents;
- the (i) accuracy and compliance with the applicable requirements of the Exchange Act of the documents to be filed by Parent and Purchaser with the SEC or required to be distributed or otherwise disseminated to Silicon Image's stockholders in connection with the Offer and the Merger, including for Parent and Purchaser's Schedule TO and (ii) the accuracy of information furnished to Silicon Image in writing specifically for use in the Schedule 14D-9;
- that neither Parent nor Purchaser is and has been an "interested stockholder" as defined in the DGCL for any of during the last three years;
- financing;
- litigation; and
- sufficiency of cash on hand and no material indebtedness for borrowed money or preferred stock.

Some of the representations and warranties in the Merger Agreement made by Parent and Purchaser are qualified as to "materiality" or "Parent Material Adverse Effect." For purposes of the Merger Agreement, a "Parent Material Adverse Effect" means any fact, circumstance, event, change, development, occurrence or effect that, individually or when taken together with all other such facts, events, circumstances, changes or effects, would reasonably be expected to materially impede the ability of Parent or Purchaser to consummate the transactions contemplated by the Merger Agreement (including the Offer and the Merger) in accordance with the terms of the Merger Agreement and applicable law.

None of the representations or warranties contained in the Merger Agreement survive the consummation of the Merger or the termination of the Merger Agreement.

Interim Operations. Except as permitted by the terms of the Merger Agreement, as set forth in Silicon Image's confidential disclosure schedule delivered pursuant to the Merger Agreement, as required by applicable law, or unless Parent has otherwise consented in writing, Silicon Image has agreed that, from the date of the Merger Agreement until the Effective Time, Silicon Image and its subsidiaries will conduct their respective businesses in the ordinary course of business consistent with past practice and Silicon Image shall use its commercially reasonable efforts to maintain its current relationships with its suppliers, manufacturers, distributors, customers, business associates, executives and other key employees and governmental authorities.

Except as expressly contemplated or expressly permitted by the Merger Agreement, as set forth in Silicon Image's confidential disclosure schedule or as consented to in advance by Parent in writing (which consent shall not be unreasonably withheld, delayed or conditioned), until the earlier to occur of the Effective Time and the termination of the Merger Agreement pursuant to its terms, Silicon Image shall not, and shall not permit any of its subsidiaries to do any of the following:

- adopt any amendments to or amend its certificate of incorporation or bylaws or comparable organizational documents;

- authorize for issuance, issue, sell, deliver or agree or commit to issue, sell or deliver (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any securities of Silicon Image or any of its subsidiaries, except for the issuance and sale of Shares pursuant to Silicon Image Options, Silicon Image RSUs, or other equity awards (including, for the avoidance of doubt, options under the Silicon Image ESPP) outstanding prior to the date of the Merger Agreement in accordance with their terms as of the date thereof; except for the granting of Silicon Image RSUs and Silicon Image Options promised in connection with new hires in the ordinary course of business, to the individuals, and in the amounts, disclosed in writing to Parent prior to the date of the Merger Agreement; and except in accordance with the terms and conditions summarized in Section 11—"The Merger Agreement; Other Agreements—Silicon Image Employee Stock Purchase Plan";
- grant, confer, award, take action to accelerate the vesting or settlement of, or promise or announce an intention to grant, confer, award, take action to accelerate the vesting or settlement of, any Silicon Image Options, Silicon Image RSUs, any other equity or equity-related award or other rights to acquire the capital stock of Silicon Image or any of its subsidiaries (including any dividend equivalent rights or phantom stock units denominated in Shares), whether settled in cash or Shares, or take action to accelerate the vesting or payment of any such rights;
- acquire, repurchase or redeem, directly or indirectly, or amend any securities of Silicon Image other than in connection with (A) the forfeiture or expiration of outstanding Silicon Image Options, Silicon Image RSUs, Silicon Image restricted shares, any other equity or equity-related awards or other rights to acquire the capital stock of Silicon Image or any of its subsidiaries and (B) the withholding of Shares to satisfy tax obligations with respect to the exercise of Silicon Image Options or vesting of Silicon Image RSUs pursuant to any obligations contained in the Silicon Image employee benefit plan;
- other than cash dividends made by any direct or indirect wholly owned Silicon Image subsidiary to Silicon Image or one of Silicon Image's wholly owned subsidiaries, split, combine or reclassify any shares of capital stock, declare, set aside or pay any dividend or other distribution (whether in cash, shares or property or any combination thereof) in respect of any shares of capital stock, or make any other actual, constructive or deemed distribution in respect of the shares of capital stock;
- propose or adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of Silicon Image or any of its subsidiaries (other than the transactions contemplated by the Merger Agreement, including the Offer and the Merger);
- (i) incur or assume any long-term or short-term debt for borrowed money or issue any debt securities, except for (A) short-term debt for borrowed money incurred to fund operations of the business and capital leases in the ordinary course of business consistent with past practice and (B) loans or advances to, by or between direct or indirect wholly owned subsidiaries of Silicon Image, (ii) assume, guarantee or endorse the obligations of any other person or entity except with respect to obligations of direct or indirect wholly owned subsidiaries of Silicon Image, (iii) make any loans or advances to any other person in excess of $35,000 in the aggregate, except for travel advances in the ordinary course of business consistent with past practice to employees of Silicon Image or its subsidiaries, and for loans or advances to or between direct or indirect wholly owned subsidiaries or (iv) mortgage or pledge any of Silicon Image's or its subsidiaries' assets, tangible or intangible;
- subject to the second and third interim operating covenants bullets noted above, except as may be required by applicable law or by the terms of any Silicon Image employee benefits plan or contract as in effect on the date of the Merger Agreement, enter into, adopt, amend (including acceleration of vesting), modify or terminate any bonus, profit sharing, compensation, severance, termination, option, restricted stock, restricted stock unit, appreciation right, performance unit, stock equivalent, share purchase agreement, pension, retirement, deferred compensation, employment, severance or other employee benefit agreement, trust, plan, fund or other arrangement for the compensation, benefit or welfare of any director, officer or employee in any manner or increase in any manner the compensation

or fringe benefits of any director, officer or employee of Silicon Image or any subsidiary of Silicon Image, pay any special bonus or special remuneration to any director, officer or employee of Silicon Image or any subsidiary of Silicon Image, or pay any benefit not required by any plan or arrangement as in effect as of the date of the Merger Agreement;

- hire any officer, employee or independent contractor making in excess of $250,000 cash compensation per year, terminate the employment or engagement of any such officer, employee or independent contractor other than for cause, or promote any officer or employee of Silicon Image or any subsidiary of Silicon Image, other than in the ordinary course of business consistent with past practice;
- waive, release, or limit any restrictive covenant obligation (including any non-compete, non-solicit, non-interference, non-disparagement or confidentiality obligation) of any current or former employee or independent contractor of Silicon Image or any of its subsidiaries;
- forgive any loans to any employees, officers or directors of Silicon Image or any of its subsidiaries, or any of their respective affiliates or associates;
- make any deposits or contributions of cash or other property to or take any other action to fund or in any other way secure the payment of compensation or benefits under Silicon Image's employee benefit plans or agreements subject to such employee benefits plans or any other Silicon Image contract other than deposits and contributions that are required pursuant to the terms of the employee benefits plans or any agreements subject to the employee benefits as in effect on the date of the Merger Agreement and identified in Silicon Image's confidential disclosure schedule, other than in the ordinary course of business consistent with past practice;
- negotiate, enter into, amend, extend or terminate any collective bargaining agreement;
- acquire, sell, transfer, dispose of or enter into any lease or license relating to any material property (including intellectual property rights) or assets, or any portion thereof or interest therein, in any single transaction or series of related transactions, except (i) as required under an existing contract of Silicon Image or any of its subsidiaries (and set forth in Silicon Image's confidential disclosure schedule) in accordance with, and to the extent required by, its terms as of the date hereof,, (ii) for the sale of goods or the grant of ordinary course licenses, standard intellectual property core licenses or licenses under any adopter agreements, in each case with respect to Silicon Image's intellectual property in the ordinary course of business consistent with past practice or (iii) to Silicon Image or a subsidiary of Silicon Image;
- except as may be required as a result of a change in applicable law or in GAAP becoming effective after the date of the Merger Agreement, make any change in any of the accounting principles or practices used by it;
- file any U.S. federal income tax return, file any material amended tax return, file any other material tax return in a manner inconsistent with past practice, make or change any material tax election, settle or compromise any material tax claim or assessment by any governmental authority, change any tax accounting method or affirmatively surrender any right to claim a tax refund, or consent to any extension or waiver of the statute of limitations period applicable to any material tax claim or assessment;
- (i) acquire or license any material intellectual property rights from any third party or (ii) enter into, amend, extend, renew or modify any in-licenses, in each case, other than Silicon Image intellectual property rights or in-licenses requiring an expenditure or additional expenditure, as applicable, of less than $250,000;
- (i) enter into any lease or sublease of real property (whether as a lessor, sublessor, lessee or sublessee), (ii) modify, amend or exercise any right to renew any lease or other lease or sublease of real property, or waive term or condition thereof or grant any consents thereunder, (iii) grant or otherwise expressly create or consent to the creation of any easement, covenant, restriction, assessment or charge affecting any leased real property or other real property, or any interest therein or part thereof, in each case other than in the ordinary course of business consistent with past practice;

- (i) acquire (by merger, consolidation or acquisition of stock or assets) any other entity or any equity interest therein, (ii) make any capital contributions to, or any investments in, any other entity (other than direct or indirect subsidiaries), or (iii) authorize, incur or commit to incur any capital expenditures, individually or in the aggregate, with obligations to Silicon Image or any of its subsidiaries in excess of $1,500,000 in any three month period; provided that none of the foregoing shall prohibit Silicon Image from dissolving and/or merging into any of its subsidiaries certain other subsidiaries that are not material to Silicon Image or its subsidiaries, taken as a whole;
- commence any legal proceeding, settle or compromise any pending or threatened legal proceeding (except as expressly provided in transaction-related litigation and except for the settlement of claims by Silicon Image in the ordinary course of business consistent with past practice involving only cash payments not in excess of $250,000 with respect to any claim or group of related claims, provided that such settlement agreement does not involve any license of, or covenant not to assert, intellectual property rights) or pay, waive, discharge or satisfy or agree to pay, waive, discharge or satisfy any claim, liability or obligation (absolute or accrued, asserted or unasserted, contingent or otherwise) in connection with any pending legal proceeding, other than the settlement, compromise, payment, discharge or satisfaction of legal proceedings, claims and other liabilities expressly reflected or reserved against in full on Silicon Image's balance sheet, (i) involving only the payment of money up to the amount reflected or reserved against on Silicon Image's balance sheet, (ii) without the entry of any injunctive relief, (iii) without any admission of wrongdoing or culpability by Silicon Image or any Silicon Image subsidiary, and (iv) not involving the grant of any license to intellectual property rights;
- except as required by applicable law or GAAP, revalue in any material respect any of its properties or assets including writing-off notes or accounts receivable other than in the ordinary course of business consistent with past practice;
- except as required by applicable law, convene any regular or special meeting (or any adjournment or postponement thereof) of Silicon Image's stockholders;
- hire any new employee or independent contractor who reasonably would be expected to develop intellectual property rights without requiring such individual to execute Silicon Image's standard form of confidentiality and inventions assignment agreement;
- except as required by applicable law, terminate or modify or waive in any material respect any right under any permit;
- adopt or otherwise implement any rights plan, "poison-pill" or other comparable agreement designed to have the effect of delaying, deferring or discouraging Parent or Purchaser from acquiring control of Silicon Image pursuant to the Merger Agreement;
- permit any Silicon Image registered intellectual property that is owned by Silicon Image or any of its subsidiaries to become expired, cancelled, or abandoned other than in the ordinary course of business consistent with past practice;
- waive or provide any consent under any "standstill" or similar restrictions contained in any confidentiality or other agreements to which Silicon Image or any of its subsidiaries is a party; provided, however, that at any time prior to the Offer Closing, Silicon Image may waive or provide a consent under any "standstill" solely to permit a party to make a confidential Acquisition Proposal subject to the terms of, and only to the extent permitted by the Merger Agreement as described under "Acquisition Proposal" further below this section;
- (i) enter into any material contract that affects the licensing arrangements of design software, which is not in the ordinary course of business consistent with past practice and (ii) grant a waiver or consent with respect to, amend or modify in any material respect any material contract that affects the licensing arrangements of design software, which is not in the ordinary course of business consistent with past practice; or
- enter into a contract to do any of the foregoing or authorize, commit or agree in any legally binding manner to take any action to do any of the preceding actions.

Access to Information. Until the Effective Time, and subject to applicable law, applicable contractual restrictions and certain confidentiality obligations, Silicon Image has agreed to (and to cause its subsidiaries to) provide Parent and Parent's authorized representatives with reasonable access during normal business hours, upon reasonable notice, to Silicon Image's properties, books, personnel and records.

Directors' and Officers' Indemnification and Insurance. The Merger Agreement provides for certain indemnification rights in favor of Silicon Image's and its subsidiaries' current and former directors, officers or employees. Following the Effective Time, Parent is obligated to cause the Surviving Corporation and its subsidiaries to honor and fulfill their obligations under their respective certificates of incorporation and bylaws (and other similar organizational documents) and all indemnification agreements between Silicon Image or any of its subsidiaries and any of their respective current or former directors, officers, employees, fiduciaries or agents in effect on the date of the Merger Agreement and which have been disclosed in Silicon Image's confidential disclosure schedule for a period of six years after the Effective Time (the "Indemnification Agreements"). During that six year period, such provisions for indemnification shall remain in full force and effect, and Parent shall not, nor shall it permit the Surviving Corporation to, amend, repeal or otherwise modify such provisions for indemnification in any manner that would adversely affect the rights thereunder of any individual who at any time on or prior to the Effective Time was a director, officer, employee, fiduciary or agent of Silicon Image or its subsidiaries with respect to actions or omissions occurring at or prior to the Effective Time (including the transactions contemplated by the Merger Agreement), unless such modification is required by law; provided, however, that in the event any claim or claims are asserted or made either prior to the Effective Time or within such six-year period, all rights to indemnification in respect of any such claim or claims shall continue until disposition of any and all such claims.

For a period of six years after the Effective Time, Parent and the Surviving Corporation are required to maintain Silicon Image's current directors' and officers' liability insurance ("D&O Insurance"), in respect of acts or omissions occurring at or prior to the Effective Time, covering each person covered by the D&O Insurance as of the date of the Merger Agreement, on terms with respect to the coverage and amounts no less favorable, in the aggregate, than those of the D&O Insurance in effect on the date of the Merger Agreement. The Surviving Corporation may substitute policies of Parent, the Surviving Corporation or any of their respective subsidiaries containing terms with respect to coverage and amounts no less favorable, in the aggregate, to such persons than the D&O Insurance. In satisfying their obligation to maintain D&O Insurance, Parent and the Surviving Corporation are not obligated to pay annual premiums in excess of 250% of the amount paid by Silicon Image for the D&O Insurance for its last full fiscal year. If the annual premiums of such insurance coverage exceed such 250% cap, Parent and the Surviving Corporation are obligated to obtain a policy with the greatest coverage available for a cost not exceeding such 250% cap. Prior to the Effective Time, notwithstanding anything to the contrary set forth in the Merger Agreement, Silicon Image may purchase a six-year "tail" prepaid policy on the D&O Insurance ("Tail Policy") on terms and conditions no less favorable, in the aggregate, than the D&O Insurance and for an amount not to exceed 250% of the amount paid by Silicon Image for coverage for its last full fiscal year. If Silicon Image does not purchase the Tail Policy, Parent may purchase a Tail Policy subject to the same requirements. In the event that Silicon Image purchases the Tail Policy, Parent and the Surviving Corporation shall maintain such Tail Policy in full force and effect and continue to honor their respective obligations thereunder.

If Parent or the Surviving Corporation or any of their respective successors or assigns consolidates or merges into any other entity in which it is not the surviving entity or transfers all or substantially all of its properties and assets, then such successors and assigns of Parent or the Surviving Corporation shall assume all of the obligations summarized in this Section 11—"The Merger Agreement; Other Agreements—Directors' and Officers' Indemnification and Insurance."

The persons covered by the provisions of the Merger Agreement described in this section are intended third-party beneficiaries with respect to such provisions and Parent and the Surviving Corporation's obligations summarized in this Section 11—"The Merger Agreement; Other Agreements—Directors' and Officers' Indemnification and Insurance" shall not be terminated, amended or otherwise modified in such a manner as to adversely affect any such person without their prior written consent.

Reasonable Best Efforts. Each of the parties to the Merger Agreement has agreed to use its commercially reasonable efforts to consummate and make effective the transactions contemplated by the Merger Agreement, including (i) causing the Offer Conditions and the conditions to the Merger to be satisfied or fulfilled as soon as reasonably practicable, (ii) obtaining all necessary or appropriate consents, waivers and approvals under any material contracts, if and to the extent specifically requested in writing by Parent, so as to maintain and preserve the benefits under such material contracts following the consummation of the transactions contemplated by the Merger Agreements, (iii) obtaining all necessary actions or non-actions, waivers, consents, approvals, orders and authorizations from governmental authorities, the expiration or termination of any applicable waiting periods, making all necessary registrations, declarations and filings necessary to consummate the transactions contemplated by the Merger Agreement, and (iv) executing or delivering any additional instruments reasonably necessary to consummate the transactions contemplated by the Merger Agreement.

With respect to certain regulatory matters, and without limiting the provisions described above in this Section 11—"The Merger Agreement; Other Agreement—Merger Agreement—Reasonable Best Efforts":

- Parent and Silicon Image shall file with the Federal Trade Commission (the "FTC") and the Antitrust Division of the Department of Justice (the "Antitrust Division") a Notification and Report Form relating to the Merger Agreement and the transactions contemplated thereby as required by the HSR Act and shall file as soon as reasonably practicable (and in any event within 10 business days) comparable pre-merger notification filings, forms and submissions with any foreign governmental authority that is required by other applicable antitrust laws, in each case as Parent may reasonably determine;
- Parent and Silicon Image shall use reasonable best efforts to promptly (i) cooperate and coordinate with the other in the making of such filings, (ii) supply the other with any information or documents that may be required in order to effectuate such filings, and (iii) comply with any request for additional information made by the FTC, the Antitrust Division or the competition or merger control authorities of any other jurisdiction; and
- none of Parent, Purchaser or any of their subsidiaries shall be required to, and Silicon Image and its subsidiaries may not, without Parent's consent, become subject to, consent to, or offer or agree to, or otherwise take any action with respect to, any requirement, condition, limitation, understanding, agreement or order to:
    - (i) sell, license, assign, transfer, divest, hold separate or otherwise dispose of any material assets or business of Silicon Image, the Surviving Corporation, Parent, Purchaser or any of their respective subsidiaries, or
    - (ii) impose any material restriction, requirement or limitation on the operation of the business or portion of the business of Silicon Image, the Surviving Corporation, Parent, Purchaser or any of their respective subsidiaries, in each of (i) and (ii) if it would be likely to materially and adversely affect the business of Parent, Silicon Image or the Surviving Corporation, unless requested by Parent with respect to such an action that is only binding on Silicon Image in the event the closing of the Merger (the "Merger Closing") occurs.

Publicity. Except to the extent disclosure may be required by law, order or applicable stock exchange rule or any listing agreement of any party to the Merger Agreement, or as specified in the Merger Agreement in connection with certain actions taken by Silicon Image and the Silicon Image Board related to the Silicon Image board recommendation ("Board Recommendation"), Silicon Image, Parent and Purchaser shall consult with each other before issuing any press release or otherwise making any public statements with respect to the Merger Agreement or the transactions contemplated thereby (provided, however, such consultation shall not be required with respect to certain disclosures regarding any Acquisition Proposal that Silicon Image in good faith determines is required to be disclosed under applicable law), and none of the parties shall issue any such press release or make any public statement prior to obtaining the other parties' consent (which consent shall not be unreasonably withheld or delayed).

Anti-Takeover Statutes. If any state anti-takeover or other similar statute or regulation is or becomes applicable to the Merger Agreement or any of the transactions contemplated thereby, Silicon Image is required to use reasonable best efforts to ensure that the transactions contemplated by the Merger Agreement may be consummated as promptly as practicable, and otherwise to minimize the effect of such statute or regulation on the Merger Agreement and the transactions contemplated thereby.

Employee Matters. For the period of one year following the Effective Time, Parent shall (or shall cause any of its subsidiaries) to either (1) provide employee benefits to each Silicon Image employee who remains employed by Parent or any of its subsidiaries (a "Covered Employee"), that are no less favorable in the aggregate than the employee benefits (excluding equity and equity-based compensation) provided to similarly situated employees of Parent, or (2) provide or cause the Surviving Corporation (or, in such case, its successors or assigns) to provide Covered Employees who remain employed during such period by Parent, the Surviving Corporation or their respective subsidiaries with compensation and benefits (excluding equity based compensation) which, taken as a whole, have a value substantially comparable, in the aggregate, to those provided to similarly situated employees of Parent and its subsidiaries. To the extent employee benefits are provided under the employee benefit plans of Parent or one of its subsidiaries, from and after the Effective Time, Parent shall cause to be granted to each such Covered Employee credit for all service with Silicon Image and its subsidiaries prior to the Effective Time for purposes of eligibility to participate, vesting and entitlement to benefits where length of service is relevant (including for purposes of vacation accrual and severance pay entitlement but not for purposes of benefit accrual under any defined benefit pension plan of Parent or any of its subsidiaries), except that that such service need not be credited to the extent that it would result in duplication of coverage or benefits with respect to the same period of service.

To the extent applicable, Parent shall or shall cause the Surviving Corporation and any of their respective subsidiaries to waive any pre-existing condition limitation on participation and coverage applicable to any Covered Employee or any of his or her covered dependents under any health or welfare plan of Parent or the Surviving Corporation or any of their respective subsidiaries (a "New Plan") in which such Covered Employee or covered dependent shall become eligible to participate after the Effective Time to the extent such Covered Employee or covered dependent was no longer subject to such pre-existing condition limitation under the corresponding employee benefit plan in which such Covered Employee or such covered dependent was participating immediately before he or she became eligible to participate in the New Plan. Parent shall or shall cause the Surviving Corporation or the relevant subsidiary of either to provide each Covered Employee with credit for any co-payments and deductibles paid prior to the Effective Time and during the calendar year in which the Effective Time occurs under any employee benefit plan in satisfying any applicable co-payment and deductible requirements for such calendar year under any New Plan in which such Covered Employee participates after the Effective Time.

Acquisition Proposals. From and after the execution of the Merger Agreement until the earlier to occur of the termination of the Merger Agreement and the Effective Time, Silicon Image and its subsidiaries are required to immediately cease any and all existing activities, discussions or negotiations with any persons conducted with respect to any proposal that constitutes or may reasonably be expected to lead to, any Acquisition Proposal, as defined below. Silicon Image and its subsidiaries shall not, and shall cause each of their respective directors, officers or other employees, controlled affiliates, and will direct or any investment banker, attorney or other advisors or representatives retained by any of them to not to (and shall not authorize any of them to), directly or indirectly:

- solicit, initiate, knowingly encourage, knowingly assist, knowingly facilitate or knowingly induce the making, submission or announcement of, any proposal or transaction that constitutes or could reasonably be expected to lead to an Acquisition Proposal or Acquisition Transaction, as defined below;
- participate or engage in discussions or negotiations with any person (other than Parent or Purchaser) regarding any proposal or transaction that constitutes or could reasonably be expected to lead to an Acquisition Proposal or Acquisition Transaction;

- furnish any non-public information relating to Silicon Image or any of its subsidiaries, or afford access to the business, properties, assets, books or records of Silicon Image or any of its subsidiaries to, or take any other action intended to knowingly encourage, or assist or facilitate, any person (other than Parent or Purchaser) that, to Silicon Image's knowledge, is seeking to make or, in the 12 months prior to the date of the Merger Agreement has made, any proposal or transaction that constitutes or could reasonably be expected to lead to an Acquisition Proposal or Acquisition Transaction;
- enter into any letter of intent, memorandum of understanding, definitive agreement or similar document or contract or commitment contemplating or otherwise relating to any Acquisition Proposal or Acquisition Transaction (other than a nondisclosure agreement meeting certain requirements specified in the Merger Agreement);
- approve, endorse or recommend any Acquisition Proposal;
- except to the extent specifically permitted under the Merger Agreement to allow a party to make a confidential Acquisition Proposal, terminate, amend, waive or fail to enforce any rights under any standstill or other similar agreement between Silicon Image or any of its subsidiaries and any person (other than Parent); or
- waive the applicability of all or any portion of Section 203 of the DGCL, the Delaware anti-takeover statute, in respect of any Person (other than Parent and its affiliates) in relation to any Acquisition Proposal or Acquisition Transaction.

However, prior to the Acceptance Time, the Silicon Image Board may:

- engage or participate in discussions or negotiations with any person that has made and not withdrawn a bona fide, written Acquisition Proposal that the Silicon Image Board concludes in good faith (after consultation with its financial advisor of nationally recognized standing and its outside legal counsel) constitutes or is reasonably likely to lead to a Superior Proposal (as defined below); and
- furnish to such person non-public information relating to Silicon Image and its subsidiaries pursuant to a nondisclosure agreement the terms of which are no less favorable to Silicon Image than those contained in the Confidentiality Agreement (as defined in Section 11—"The Merger Agreement; Other Agreements—Confidentiality Agreement") which shall not include any provisions that would prevent or restrict Silicon Image or its representatives from providing any information to Parent to which Parent is entitled under the Merger Agreement (and Silicon Image shall be permitted to negotiate and enter into such a nondisclosure agreement) unless Silicon Image shall, prior to December 21, 2014, already be a party to such an agreement with such third party and shall not include any provision calling for any exclusive right to negotiate with such third party;

provided, however, in order to take any action described in the two bullets above, , (i) neither Silicon Image nor any of its subsidiaries can have breached or violated in any material respect its obligations described in this Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Acquisition Proposals," (ii) the Silicon Image Board must have determined in good faith (after consultation with outside legal counsel) that the failure to take such action would be inconsistent with its fiduciary duties to Silicon Image's stockholders under Delaware law, (iii) Silicon Image must give Parent prior written notice of the Acquisition Proposal, and of Silicon Image's intention to take such actions and (iv) contemporaneously with furnishing any non-public information to such person, Silicon Image shall also furnish such non-public information to Parent to the extent not been previously furnished to Parent.

Silicon Image shall promptly advise Parent in writing of any bona fide Acquisition Proposal, any request for information that would reasonably be expected to lead to an Acquisition Proposal or Acquisition Transaction or any inquiry that would reasonably be expected to lead to any Acquisition Proposal or Acquisition Transaction, including the material terms and conditions thereof and the identity of the person or group making any such Acquisition Proposal, request or inquiry; provided that Silicon Image may redact, and not disclose, the identity of

the Person or group making any such Acquisition Proposal if disclosure of such identity would violate the terms of an existing confidentiality agreement. Silicon Image is obligated to keep Parent promptly and reasonably informed of the status, including all material amendments or proposed amendments, of any Acquisition Proposal, request or inquiry. Silicon Image must also notify Parent at least 24 hours before any meeting of the Silicon Image Board at which the Silicon Image Board is reasonably expected to consider an Acquisition Proposal or Acquisition Transaction, an inquiry relating to a potential Acquisition Proposal or Acquisition Transaction, or a request to provide non-public information to any Person in relation to an Acquisition Proposal or Acquisition Transaction.

Neither the Silicon Image Board nor any committee thereof shall (i) fail to make, withhold, withdraw, amend, qualify or modify the Silicon Image Board Recommendation, (ii) approve, endorse or recommend an Acquisition Proposal or Acquisition Transaction, (iii) following the date of the Acquisition Proposal or any material modification thereto is first made public or sent or given to the Silicon Image stockholders, fail to issue a press release reaffirming the Silicon Image Board Recommendation within three business days following Parent's written request to do so, (iv) take any action to exempt or make any person (other than Parent or Purchaser) not subject to the provisions of Section 203 of the DGCL or any other potentially applicable anti-takeover or similar statute or regulation, (v) within three business days following Parent's written request to do so, fail to publicly recommend against any Acquisition Proposal that is a tender offer or exchange offer for Shares within 10 business days after commencement of such offer (and at all times thereafter during which any such tender offer or exchange offer is pending) and reaffirm the Silicon Image Board Recommendation within such 10 business day-period (and at all times thereafter during which any such tender offer or exchange offer is pending), (vi) fail to include the Silicon Image Board Recommendation in the Schedule 14D-9, or (vii) resolve, agree or publicly propose to take any of the foregoing actions (any action described in the preceding clauses (i), (ii), (iii), (iv), (v) or (vi) being referred to in this Offer to Purchase as a "Silicon Image Board Recommendation Change"); provided, however, that a "stop, look and listen" communication by the Silicon Image Board pursuant to and in compliance with Rule 14d-9(f) of the Exchange Act shall not be deemed to be a Silicon Image Board Recommendation Change.

The Silicon Image Board may effect a Silicon Image Board Recommendation Change with respect to any Acquisition Proposal at any time prior to the Acceptance Time, if the Silicon Image Board has received a bona fide, written Acquisition Proposal that constitutes a Superior Proposal that has not been withdrawn and:

- neither Silicon Image nor any of its subsidiaries has breached or violated its obligations described in this Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Acquisition Proposals," with respect to such Acquisition Proposal or any person making such Acquisition Proposal,
- the Silicon Image Board has determined in good faith (after consultation with outside legal counsel and after considering any counter-offer or proposal made by Parent), that, in light of the foregoing Superior Proposal, the failure by the Silicon Image Board to effect a Silicon Image Board Recommendation Change would reasonably be expected to constitute a breach of its fiduciary duties to Silicon Image stockholders under Delaware law;
- prior to effecting such Silicon Image Board Recommendation Change, the Silicon Image Board has given Parent at least three business days prior written notice thereof, which notice attaches such Superior Proposal, identities the person making such Superior Proposal, describes the terms and conditions of such Superior Proposal in reasonable detail, and provides Parent with the opportunity to meet with the Silicon Image Board and its outside legal counsel to discuss a modification of the terms and conditions of the Merger Agreement; and
- Parent has not made, within two business days after its receipt of Silicon Image's written notice of its intention to effect a Silicon Image Board Recommendation Change, a counter-offer or proposal that the Silicon Image Board has determined in good faith (after consultation with a financial advisor of nationally recognized standing and its outside legal counsel) is at least as favorable to Silicon Image's stockholders as such Superior Proposal.

Parent and Silicon Image have agreed that every subsequent material revision or material modification to any such Superior Proposal shall require a new written notice thereof by Silicon Image to Parent and a new two business day "matching" period following the initial three business day "matching" period. In addition, following or concurrent with a Silicon Image Board Recommendation Change, authorize Silicon Image to terminate the Merger Agreement and enter into a definitive agreement providing for an Acquisition Transaction with respect to a Superior Proposal (if concurrently with entering into such agreement, Silicon Image terminates the Merger Agreement pursuant to the Merger Agreement). Silicon Image is obligated to keep confidential any such counter-offers or proposals made by Parent to revise the terms of the Merger Agreement, except to the extent required to be disclosed in any SEC reports or pursuant to applicable law or stock exchange listing requirement. To the extent that any "matching" period would expire after the Expiration Time, the Expiration time shall be automatically extended such that it will occur on the first business day after the expiration of such "matching" period.

In addition, the Silicon Image Board may effect a Silicon Image Board Recommendation Change at any time prior to the Acceptance Time in response to an Intervening Event (as defined below) if:

- an Intervening Event has occurred;
- neither Silicon Image nor any of its subsidiaries has breached or violated the provisions of this Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Acquisition Proposals";
- the Silicon Image Board has determined in good faith (after consultation with outside legal counsel) that, in light of such Intervening Event, the failure by the Silicon Image Board to effect a Silicon Image Board Recommendation Change would reasonably be expected to constitute a breach of its fiduciary duties to Silicon Image's stockholders under Delaware law;
- prior to effecting such Silicon Image Board Recommendation Change, the Silicon Image Board has given Parent at least three business days prior written notice thereof specifying the material facts underlying the Silicon Image Board's determination that an Intervening Event has occurred and the rationale and basis for such Silicon Image Board Recommendation Change and giving Parent the opportunity to meet with Silicon Image's outside legal counsel with the purpose and intent of enabling Parent and Silicon Image to discuss in good faith a modification of the terms and conditions of the Merger Agreement so as to obviate the need to effect a Silicon Image Board Recommendation Change on the basis of such Intervening Event; and
- following the expiration of such three business day period, the Silicon Image Board has determined in good faith (after consultation with outside legal counsel) and after giving consideration to any offer or proposal from Parent, that, in light of such Intervening Event, the failure by the Silicon Image Board to effect a Silicon Image Board Recommendation Change would reasonably be expected to constitute a breach of its fiduciary duties to Silicon Image's stockholders under Delaware law.

For purposes of this Offer to Purchase:

"Acquisition Proposal" shall mean any offer, proposal or indication of interest by any person (other than by Parent or Purchaser) relating to any Acquisition Transaction.

"Acquisition Transaction" shall mean any transaction or series of related transactions (other than the transactions contemplated by the Merger Agreement) involving: (i) any acquisition or purchase by any person or "group" (as defined in or under Section 13(d) of the Exchange Act), directly or indirectly, of more than a 15% interest in the total outstanding voting securities of Silicon Image or one or more of its subsidiaries that own or control more than 15% of the consolidated assets (measured by the lesser of book or fair market value at the time of determination), revenues or earnings (measured as of the 12-month period immediately preceding the date of determination) of Silicon Image and its subsidiaries, taken together as a whole, (ii) or any tender offer or exchange offer that if consummated would result in any person or "group" (as defined in or under Section 13(d)

of the Exchange Act) beneficially owning more than 15% of the total outstanding voting securities of Silicon Image or one or more of its subsidiaries that own or control more than 15% of the consolidated assets (measured by the lesser of book or fair market value at the time of determination), revenues or earnings (measured as of the 12-month period immediately preceding the date of determination) of Silicon Image and its subsidiaries, taken together as a whole, (iii) any merger, consolidation, business combination or other similar transaction pursuant to which Silicon Image's stockholders immediately preceding such transaction hold, directly or indirectly, less than eighty-five percent (85%) of the equity interests in the surviving or resulting entity of such transaction, (iv) any sale, lease, exchange, transfer, license (other than in the ordinary course of business consistent with past practice), acquisition or disposition of more than 15% of the consolidated assets of Silicon Image and its subsidiaries, taken together as a whole (measured by the lesser of book or fair market value thereof), (v) any liquidation, dissolution, recapitalization, extraordinary dividend or other significant corporate reorganization of Silicon Image or any of its subsidiaries or (vi) any combination of the foregoing.

"Intervening Event" shall mean, with respect to Silicon Image, a material fact, event, change, development, occurrence or set of circumstances (other than, and not related in any way to, an Acquisition Proposal) that (i) was not known to the Silicon Image Board as of or prior to the date of the Merger Agreement and becomes known to the Silicon Image Board prior to the Offer Closing, or, if known, the consequences of which were not known by the Silicon Image Board as of the date of the Merger Agreement (ii) does not relate to, result from or arise out of any Acquisition Proposal (whether or not a Superior Proposal) and (iii) is not a result of a breach of the Merger Agreement by Silicon Image or any of its subsidiaries.

"Superior Proposal" shall mean any unsolicited bona fide written Acquisition Proposal (for purposes of this definition substituting 50% for all references to 15% and substituting 50% for all references to 85% in the related definition of "Acquisition Transaction") made by any person other than Parent or Purchaser, that did not result from or arise in connection with a breach in any material respect of Silicon Image's obligations described in this Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Acquisition Proposals" and which the Silicon Image Board shall have determined in good faith (after consultation with its financial advisor of nationally recognized standing and its outside legal counsel, and after taking into account, among any other things the Silicon Image Board may deem relevant, the identity of the third party making such offer or proposal, all financial, legal and regulatory aspects of such offer or proposal, the conditions to and prospects for completion of such offer or proposal and the transactions contemplated thereby taking into account all facts and circumstances deemed appropriate by the Silicon Image Board, as well as any counter-offer or proposal made by Parent in response thereto) is more favorable to Silicon Image's stockholders (in their capacity as such), from a financial point of view, than the transactions contemplated by the Merger Agreement (including the Offer and the Merger) and any counter-offer or proposal made by Parent or any of its affiliates in response thereto.

Termination. The Merger Agreement may be terminated at any time prior to the Acceptance Time and the Offer may be terminated and abandoned, at any time prior to the Offer Closing, as follows:

- by mutual written consent of each of Parent and Silicon Image;
- by either Parent or Silicon Image:
  - if the Offer shall have expired or been terminated in accordance with the terms of the Merger Agreement and the Offer without Purchaser (or Parent on Purchaser's behalf) having accepted for payment any Shares tendered pursuant to the Offer; provided that this termination right is not available to any party whose action or failure to fulfill any obligation under the Merger Agreement has been the principal cause of or resulted (i) in any of the Offer Conditions having failed to be satisfied, or (ii) in the expiration or termination of the Offer in accordance with the terms of the Merger Agreement and the Offer without Purchaser (or Parent on Purchaser's behalf) having accepted for payment any Shares tendered pursuant to the Offer, and in either such case, such action or failure to act constitutes a material breach of the terms of the Merger Agreement; or
  - if the Acceptance Time has not occurred on or before the Termination Date; provided, that this termination right is not available to any party whose action or failure to fulfill any obligation

under the Merger Agreement has been the principal cause of or resulted (i) in any of the Offer Conditions having failed to be satisfied, or (ii) in the expiration or termination of the Offer in accordance with the terms of the Merger Agreement and the Offer without Purchaser (or Parent on Purchaser's behalf) having accepted for payment any Shares tendered pursuant to the Offer, and in either such case, such action or failure to act constitutes a material breach of the terms of the Merger Agreement;

- by Silicon Image:
  - if, at the time of such termination, Silicon Image is not in material breach of the Merger Agreement and Parent or Purchaser have breached or otherwise violated any of their respective material covenants, agreements or other obligations under the Merger Agreement, or any of the representations and warranties of Parent or Purchaser set forth in the Merger Agreement have become inaccurate, in each case, which breach, violation or inaccuracy, individually or in the aggregate with other such breaches, violations or inaccuracies, would reasonably be expected to prevent the consummation of the Offer prior to the Termination Date; provided that, in the event that such breach or failure to perform or such inaccuracies in the representations and warranties are curable by Parent or Purchaser, then Silicon Image is not permitted to terminate the Merger Agreement until 20 calendar days after delivery of written notice from Silicon Image to Parent of such breach, failure to perform or inaccuracy, although Silicon Image may not terminate the Merger Agreement if such breach, failure to perform or inaccuracy by Parent or Purchaser is cured within such 20 calendar day period;
  - prior to the Acceptance Time, if (i) the Silicon Image Board shall have effected a Silicon Image Board Recommendation Change (which has not been withdrawn as of the date of the effectiveness of such termination) and Silicon Image simultaneously enters into a definitive agreement providing for an Acquisition Transaction with respect to a Superior Proposal and (ii) Silicon Image has substantially simultaneously with the occurrence of such termination paid the Termination Fee described in Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Termination Fees";
  - if Purchaser fails to commence (within the meaning of Rule 14d-2 under the Exchange Act) the Offer within 15 business days following the date of the Merger Agreement; provided, that, Silicon Image shall not have the right to terminate the Merger Agreement if Silicon Image shall have breached or failed to perform any of its covenants or other agreements contained in the Merger Agreement, which breach or failure to perform has prevented Purchaser from commencing the Offer;
  - if all of the Offer Conditions have been satisfied or waived (other than those Offer Conditions that by their nature are to be satisfied by actions taken immediately prior to the consummation of the Offer) and Parent and Purchaser fail to consummate the Offer within five business days of the date consummation of the Offer should have occurred under the Merger Agreement; or
  - if Silicon Image has requested, and Purchaser has refused (and Parent has refused to cause Purchaser), to extend the Offer pursuant to the Merger Agreement.
- by Parent, if:
  - at the time of such termination, Parent and Purchaser are not in material breach of the Merger Agreement and (i) Silicon Image has either breached or otherwise violated, in any material respect, its material covenants, agreements, or other obligations under the Merger Agreement, in each case, such that the Offer Conditions would not reasonably be expected to be satisfied at the time of such breach (assuming for such purposes that the time of such breach was the scheduled expiration of the Offer) or (ii) any representation or warranty of Silicon Image set forth in the Merger Agreement has become inaccurate such that the Offer Conditions would not be satisfied as of the time such representation and warranty became inaccurate (assuming for such purposes that

the time of such inaccuracy was the scheduled expiration of the Offer); provided that, if such breach by Silicon Image, or such inaccuracies in the representations and warranties of Silicon Image, are curable by Silicon Image, then Parent is not permitted to terminate the Merger Agreement until 20 calendar days after delivery of written notice from Parent to Silicon Image of such breach, failure to perform or inaccuracy by Silicon Image, although Parent may not terminate the Merger Agreement if such breach, failure to perform or inaccuracy by Silicon Image is cured within such 20 calendar day period after delivery of written notice from Parent to Silicon Image;

- Silicon Image shall have willfully and materially breached the terms and conditions set forth above in the Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Acquisition Proposals";
- either the Silicon Image Board or any committee thereof has effected a Silicon Image Board Recommendation Change for any reason or the Silicon Image Board has failed to (i) after a written request by Parent, publicly recommend against any Acquisition Proposal that is a publicly commenced tender offer or exchange offer for Shares within ten business days after such written request, (ii) reaffirm the Silicon Image Board Recommendation within such ten business day-period (and at all times thereafter during which any such tender offer or exchange offer is pending), (iii) issue a press release reaffirming the Silicon Image Board Recommendation within three business days following Parent's written request to do so following the date of any Acquisition Proposal that is not a tender offer or exchange offer for Shares or any material modification thereto is first made public or sent or given to Silicon Image's stockholders, or (iv) include the Silicon Image Board Recommendation in the Schedule 14D-9, or the Silicon Image Board shall take any action to exempt or make any person (other than Parent or Purchaser) not subject to the provisions of Section 203 of the DGCL or any other potentially applicable anti-takeover or similar statute or regulation.

In addition, the Merger Agreement may be terminated, and the Offer and/or the Merger may be terminated and abandoned, at any time prior to the Effective Time (upon prompt written notice by the party terminating the Merger Agreement) by either Parent or Silicon Image if any governmental authority shall have:

- enacted, issued, promulgated, entered, enforced or deemed applicable to any of the transactions contemplated by the Merger Agreement (including the Offer and the Merger) any applicable law that has the effect of making the consummation of any of the transactions contemplated hereby (including the Offer and the Merger) illegal or which has the effect of prohibiting or otherwise preventing the consummation of any of the transactions contemplated by the Merger Agreement (including the Offer and the Merger), or
- issued or granted any judgment, order or injunction that has the effect of making any of the transactions contemplated by the Merger Agreement (including the Offer and the Merger) illegal or which has the effect of prohibiting or otherwise preventing the consummation of any of the transactions contemplated by the Merger Agreement (including the Offer and the Merger) and such judgment, Order or injunction has become final and non-appealable.

Effect of Termination. If the Merger Agreement is terminated and the Merger abandoned, the Merger Agreement shall be of no further force and effect with no liability of any party to the Merger Agreement (or any of its representatives) to the other parties thereto or to any of the financing parties, subject to certain exceptions specified in the Merger Agreement, including, without limitation, the applicable remedies described below in the Section 11—"Merger Agreement; Other Agreements—Merger Agreement—Termination Fees," and both the Nondisclosure Agreement (as described below in the Section 11—"Merger Agreement; Other Agreements—Nondisclosure Agreement," respectively), which will survive termination of the Merger Agreement in accordance with their terms.

Termination Fees.

Silicon Image has agreed to pay Parent a termination fee of $20,800,000 in cash (the "Termination Fee"), if the Merger Agreement is terminated:

- by Parent or Silicon Image (i) because the Offer has expired or been terminated in accordance with the terms of the Merger Agreement without Purchaser (or Parent on Purchaser's behalf) having accepted for payment any Shares tendered pursuant to the Offer or (ii) if the Acceptance Time has not occurred on or before the Termination Date, in each case subject to the qualifications described in Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Termination," (iii) a Competing Acquisition Proposal has been publicly announced or become publicly known and (iv) within 12 months following the termination of the Merger Agreement, either a Competing Acquisition Proposal (whether or not the initial Competing Acquisition Proposal) is consummated or Silicon Image enters into a definitive acquisition agreement with respect to a Competing Acquisition Proposal (whether or not the initial Competing Acquisition Proposal);
- by Parent because Silicon Image shall have willfully and materially breached the terms and conditions set forth above in the Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Acquisition Proposals" and after 12 months following the termination of the Merger Agreement, either a Competing Acquisition Proposal is consummated or Silicon Image enters into a definitive acquisition agreement with respect to a Competing Acquisition Proposal which is subsequently consummated;
- by Parent because either the Silicon Image Board or any committee thereof has effected a Silicon Image Board Recommendation Change for any reason or has failed to: (i) after a written request by Parent, publicly recommend against any Acquisition Proposal that is a publicly commenced tender offer or exchange offer for Shares within ten business days after such written request, (ii) reaffirm the Silicon Image Board Recommendation within such ten business day-period (and at all times thereafter during which any such tender offer or exchange offer is pending) (iii) issue a press release reaffirming the Silicon Image Board Recommendation within three business days following Parent's written request to do so following the date of any Acquisition Proposal that is not a tender offer or exchange offer for Shares or any material modification thereto is first made public or sent or given to Silicon Image's stockholders, or (iv) include the Silicon Image Board Recommendation in the Schedule 14d-9, or the Silicon Image Board shall take any action to exempt or make any person (other than Parent or Purchaser) not subject to the provisions of Section 203 of the DGCL or any other potentially applicable anti-takeover or similar statute or regulation; or
- by Silicon Image prior to the Acceptance Time if (i) the Silicon Image Board shall have effected a Silicon Image Board Recommendation Change (which has not been withdrawn as of the date of the effectiveness of such termination) and Silicon Image simultaneously enters into a definitive agreement providing for an Acquisition Transaction with respect to a Superior Proposal and (ii) Silicon Image has substantially simultaneously with the occurrence of such termination paid the Termination Fee described in Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Termination Fees".

For purposes of this Offer to Purchase, "Competing Acquisition Proposal" shall have the same meaning as "Acquisition Proposal" but for this purpose substituting 50% for all references to 15% and substituting 50% for all references to 85% in the related definition of Acquisition Transaction.

Availability of Specific Performance. The parties to the Merger Agreement agree that irreparable damage would occur if any of the provisions of the Merger Agreement were not performed in accordance with their specific terms or were otherwise breached. Therefore, the parties are entitled to seek an injunction or injunctions to prevent breaches of the Merger Agreement and to enforce specifically the terms and conditions thereof in addition to any other remedy to which they are entitled at law or in equity. The parties agreed not to raise any objections to the availability of specific performance to prevent or restrain breaches or threatened breaches of the

Merger Agreement by such party (or parties) thereto, and to specifically enforce the terms and provisions of the Merger Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party (or parties) under the Merger Agreement.

Expenses. Pursuant to the Merger Agreement, other than as otherwise described above in Section 11—"The Merger Agreement; Other Agreements—Merger Agreement—Termination Fees" all expenses incurred in connection with the Merger Agreement and the transactions contemplated thereby shall be paid by the party incurring such expenses.

Governing Law. The Merger Agreement is governed by the laws of the State of Delaware.

Support Agreements

In order to induce Parent and Purchaser to enter into the Merger Agreement, on January 26, 2015, each of the executive officers and directors of Silicon Image (Raymond Cook, Peter Hanelt, William George, Masood Jabbar, Edward Lopez, Camillo Martino, Stanley Mbugua, Seamus Meagher, Umesh Padval, William J. Raduchel, Steve Robertson, Khurram Sheikh, and Tim Vehling) entered into the Support Agreements with Parent. Shares owned by such officers and directors comprise, in the aggregate, approximately 0.9% of the outstanding Shares. Shares beneficially owned by such directors and officers, including Silicon Image Options and Silicon Image RSUs that are or will become exercisable or settle within 60 days, comprise approximately 3.6% of the outstanding Shares. Subject to the terms and conditions of the Support Agreements, such executive officers and directors agreed, among other things, to tender their Shares in the Offer. This summary of the Support Agreements is qualified in its entirety by reference to the Support Agreements, copies of which are filed as Exhibits (d)(2)—(d)(14) to the Schedule TO filed with the SEC and are incorporated by reference herein.

Confidentiality Agreement

On September 26, 2014, Silicon Image and Parent entered into a mutual confidentiality agreement in connection with a possible negotiated transaction between the parties and/or their affiliates, which was subsequently amended on January 8, 2015 (as amended, the "Confidentiality Agreement"). Under the Confidentiality Agreement, each of Parent and Silicon Image agreed, among other things and subject to certain exceptions, (i) to keep confidential any non-public information concerning Silicon Image and Parent and to use such information solely for the purpose of evaluating a potential transaction and (ii) to certain employee non-solicitation provisions for a period of 18 months from the date of the Confidentiality Agreement.

This summary of the Confidentiality Agreement is qualified in its entirety by reference to the Confidentiality Agreement, a copy of which is filed as Exhibit (d)(15) to the Schedule TO filed with the SEC and is incorporated by reference herein.

12. Purpose of the Offer; Plans for Silicon Image.

Purpose of the Offer. The purpose of the Offer is for Purchaser to acquire control of, and the entire equity interest in, Silicon Image. The Offer, as the first step in the acquisition of Silicon Image, is intended to facilitate the acquisition of all outstanding Shares. The purpose of the Merger is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer. If the Offer is successful, Purchaser intends to consummate the Merger as soon as practicable following the Offer Closing.

If you sell your Shares in the Offer, you will cease to have any equity interest in Silicon Image or any right to participate in its earnings and future growth. If you do not tender your Shares, but the Merger is consummated, you also will no longer have an equity interest in Silicon Image. Similarly, after selling your Shares in the Offer or the subsequent Merger, you will not bear the risk of any decrease in the value of Silicon Image.

Merger Without a Vote. If the Offer is consummated, we do not anticipate seeking the approval of Silicon Image's remaining public shareholders before effecting the Merger. We intend to effect the closing of the Merger without a vote of the stockholders of Silicon Image in accordance with Section 251(h) of the DGCL. Section 251(h) of the DGCL provides that following consummation of a successful tender offer for a public corporation, and subject to certain statutory provisions, if the acquirer holds at least the amount of shares of each class of stock of the target corporation that would otherwise be required to approve a merger for the target corporation, and the other stockholders receive the same consideration for their stock in the merger as was payable in the tender offer, the acquirer can effect a merger without the action of the other stockholders of the target corporation.

If, at the Offer Closing, the Merger can be effected pursuant to Section 251(h) of the DGCL, Purchaser will not provide for a subsequent offering period.

Appraisal Rights. Under the DGCL, holders of Shares do not have appraisal rights as a result of the Offer. In connection with the Merger, however, stockholders of Silicon Image will have the right to demand appraisal of their Shares under the DGCL. Stockholders who comply with the applicable statutory procedures under the DGCL will be entitled to receive a judicial determination of the fair value of their Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment of such fair value in cash. Any such judicial determination of the fair value of the Shares could be based upon considerations other than or in addition to the price per Share paid in the Merger and the market value of the Shares. In *Weinberger v. UOP, Inc.*, the Delaware Supreme Court stated, among other things, that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered in an appraisal proceeding. Stockholders should recognize that the value so determined could be higher or lower than the price per Share paid pursuant to the Offer or the consideration per Share to be paid in the Merger. Moreover, Purchaser may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Shares is less than the price paid in the Offer or the Merger. Stockholders also should note that investment banking opinions as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Offer or the Merger, are not opinions as to, and do not otherwise address, fair value under Section 262 of the DGCL.

The foregoing summary of the rights of dissenting stockholders under the DGCL does not purport to be a statement of the procedures to be followed by stockholders desiring to exercise any dissenters' rights and is qualified in its entirety by reference to Delaware law, including Section 262 of the DGCL.

Plans for Silicon Image. It is expected that, initially following the Merger, the material business and operations of Silicon Image will, except as set forth in this Offer to Purchase, be continued substantially as they are currently being conducted. Parent will continue to evaluate the business and operations of Silicon Image during the pendency of the Offer and after the consummation of the Offer and the Merger and will take such actions as it deems appropriate under the circumstances then existing. Thereafter, Parent intends to review such information as part of a comprehensive review of Silicon Image's business, operations, capitalization and management with a view to optimizing development of Silicon Image's potential. From time to time, Parent may make changes to the Silicon Image business, operations, capitalization or management with a view to combining the existing and future business of Silicon Image and Parent and optimizing Silicon Image's business in conjunction with Parent's other business.

Except as disclosed in this Offer to Purchase and except for certain pre-existing agreements described in the Schedule 14D-9, to the best knowledge of Purchaser and Parent, no employment, equity contribution, or other agreement, arrangement or understanding between any executive officer or director of Silicon Image, on the one hand, and Parent, Purchaser, or Silicon Image, on the other hand, existed as of the date of the Merger Agreement, and neither the Offer nor the Merger is conditioned upon any executive officer or director of Silicon Image entering into any such agreement, arrangement or understanding.

It is possible that members of Silicon Image's current management team will enter into new employment arrangements with Silicon Image that will take effect after the completion of the Offer and the Merger. Such arrangements may include the right to purchase or participate in the equity of Purchaser or its affiliates. Prior to the Effective Time, Silicon Image (acting through its compensation committee) will use reasonable best efforts to take all steps that may be reasonably necessary to cause each compensation arrangement entered into by Silicon Image or any of its subsidiaries on or after the date of the Merger Agreement to be approved by its compensation committee (comprised solely of "independent directors" determined within the meaning of Rule 14d-10(d) promulgated under the Exchange Act) as an "employment compensation, severance or other employee benefit arrangement" within the meaning of Rule 14d-10(d)(2) promulgated under the Exchange Act and to satisfy the requirements of the non-exclusive safe harbor set forth in Rule 14d-10(d) of the Exchange Act.

At the Effective Time, the certificate of incorporation of Purchaser and the bylaws of Purchaser, as in effect immediately prior to the Effective Time, will be the certificate of incorporation and the bylaws of the Surviving Corporation until thereafter amended as provided by law and such certificate of incorporation and bylaws. The directors of Purchaser at the Effective Time will become the directors of the Surviving Corporation and the officers of Purchaser at the Effective Time will be the officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed. See Section 11—"The Merger Agreement; Other Agreements—The Merger Agreement—The Merger."

Except as set forth in this Offer to Purchase, including as contemplated in this Section 12—"Purpose of the Offer; Plans for Silicon Image—Plans for Silicon Image," Parent and Purchaser have no present plans or proposals that would relate to or result in (i) any extraordinary corporate transaction involving Silicon Image or any of its subsidiaries (such as a merger, reorganization, liquidation, relocation of any operations or sale or other transfer of a material amount of assets), (ii) any sale or transfer of a material amount of assets of Silicon Image or any of its subsidiaries, (iii) any material change in Silicon Image's capitalization, indebtedness or dividend policy, or (iv) any other material change in Silicon Image's corporate structure or business.

13. Certain Effects of the Offer.

Market for the Shares. If the Offer is successful, there will be no market for the Shares because Purchaser intends to consummate the Merger as soon as practicable following the Offer Closing.

Stock Quotation. The Shares are currently listed on the NASDAQ. Immediately following the Merger Closing, the Shares will no longer meet the requirements for continued listing on the NASDAQ because the only stockholder will be Purchaser. The NASDAQ requires, among other things, that any listed shares of common stock have at least 400 total stockholders. Immediately following the consummation of the Merger we intend and will cause the Surviving Corporation to delist the Shares from the NASDAQ.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of Silicon Image to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by Silicon Image to its stockholders and to the SEC and would make certain provisions of the Exchange Act no longer applicable to Silicon Image, such as the short-swing profit recovery provisions of Section 16(b) of the Exchange Act, the requirement of furnishing a proxy statement pursuant to Section 14(a) of the Exchange Act in connection with stockholders' meetings and the related requirement of furnishing an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions. Furthermore, the ability of "affiliates" of Silicon Image and persons holding "restricted securities" of Silicon Image to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended, may be impaired or eliminated. We intend and will cause Silicon Image to terminate the registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration are met. If the registration of the Shares is not terminated prior to the Merger, the registration of the Shares under the Exchange Act will be terminated following the consummation of the Merger.

14. Dividends and Distributions.

The Merger Agreement provides that, from the date of the Merger Agreement to the Effective Time, without the prior written consent of Parent, Silicon Image will not, and will not allow its subsidiaries to, declare, authorize, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to the capital stock of Silicon Image or any subsidiary of Silicon Image, other than cash dividends made by any direct or indirect wholly owned subsidiary of Silicon Image to Silicon Image or one of its wholly owned subsidiaries.

15. Certain Conditions of the Offer.

Subject to the rights and obligations of Purchaser to extend and/or amend the Offer in accordance with the terms and conditions of the Merger Agreement described in Section 1—"Terms of the Offer," Purchaser will not be required to (and Parent will not be required to cause Purchaser to) accept for payment or, subject to any applicable rules and regulations of the SEC (including Rule 14e-1(c) promulgated under the Exchange Act), pay for any tendered Shares, and Parent may (and Parent may cause Purchaser to) delay the acceptance for payment of or, subject to any applicable rules and regulations of the SEC (including Rule 14e-1(c) promulgated under the Exchange Act) the payment for, any Shares that are validly tendered in the Offer (and not validly withdrawn) prior to the scheduled Expiration Time of the Offer, if:

- at the Expiration Time, the Minimum Condition has not been satisfied or waived, provided that for purposes of determining whether the Minimum Condition has been satisfied, any shares tendered in the Offer pursuant to guaranteed delivery procedures shall be included only if such shares have been delivered pursuant to such procedures;
- at the Expiration Time, the Regulatory Condition has not been satisfied or waived;
- any of Silicon Image's representations and warranties in the Merger Agreement related to Silicon Image's organization and good standing, authorization and enforceability with respect to the Merger Agreement, Silicon Image's brokers and the absence of a Silicon Image stockholder rights plan shall not be true and correct as of as of the date of the Merger Agreement or shall not be true and correct as of immediately prior to the scheduled Expiration Time with the same force and effect as if made on and as of such time (other than any such representation or warranty that is made only as of a specified date, which need only be true and correct in all material respects as of such specified date);
- certain of Silicon Image's representations and warranties in the Merger Agreement related to Silicon Image's capitalization, shall not be true and correct as of the date of the Merger Agreement and as of immediately prior to the Expiration Time with the same force and effect as if made on and as of such date (other than any such representation or warranty that is made only as of a specified date, which need only be true and correct as of such specified date), except if one or more inaccuracies in such representations and warranties related to Silicon Image's capitalization would not cause the consideration otherwise payable to the holders of Shares by Parent and/or Purchaser in the Offer and the Merger to increase more than $500,000, in the aggregate, plus the aggregate amount paid pursuant to the Offer;
- any of the representations and warranties of Silicon Image set forth in the Merger Agreement (other than those identified in the preceding two bullet points), disregarding any "materiality" and "Company Material Adverse Effect" qualifications set forth in all such representations or warranties, shall not be true and correct as of as of the date of the Merger Agreement and as of immediately prior to the Expiration Time with the same force and effect as if made on and as of such time (other than any such representation or warranty that is made only as of a specified date, which need only be true and correct in all respects as of such specified date), except to the extent that the facts and circumstances causing or resulting in any such representations and warranties not to be true and correct as of the date hereof, as of the relevant specified date, as applicable, or as of immediately prior to the scheduled expiration of the Offer, as applicable, have not had, individually or in the aggregate, a Company Material Adverse Effect;

- Silicon Image shall have breached or failed to perform in any material respect its obligations, agreements or covenants under the Merger Agreement to be performed or complied with, on or prior to Expiration Time and that such breach or failure to perform its obligations, agreement and covenants shall be continuing as of immediately prior to the Expiration Time;
- a Company Material Adverse Effect shall have occurred or existed on or prior to the Expiration Time that is continuing as of immediately prior to the scheduled Expiration Time;
- Silicon Image shall not have delivered to Parent and Purchaser a certificate dated as of the date of Expiration Time signed on its behalf by the Chief Executive Officer and the Chief Financial Officer of Silicon Image certifying that none of the conditions set forth in the five preceding bullet points shall have occurred and be continuing as of immediately prior to the Expiration Time;
- any governmental authority having competent jurisdiction over a material portion of Silicon Image's or Parent's assets or sales shall have, following the date of the Merger Agreement, (A) enacted, issued, promulgated, entered, enforced or deemed applicable to the transactions contemplated by the Merger Agreement (including the Offer or the Merger) any law or rules of any applicable securities exchange that has the effect of making the consummation of any of the transactions contemplated by the Merger Agreement (including the Offer or the Merger) illegal or prohibiting or otherwise preventing the consummation of the transactions contemplated by the Merger Agreement (including the Offer or the Merger), (B) issued or granted any order that remains in effect and has the effect of making the transactions contemplated by the Merger Agreement (including the Offer or the Merger) illegal or which has the effect of prohibiting or otherwise preventing the consummation of the transactions contemplated by the Merger Agreement (including the Offer or the Merger), or (C) taking any other action that would have any of the foregoing consequences of this bullet or the immediately following bullet below;
- there shall be pending any legal proceeding brought by a governmental authority against Parent, Purchaser, Silicon Image or any of their respective affiliates (A) seeking to enjoin, restrain or prohibit the making or consummation of the Offer or the Merger, (B) seeking to impose limitations on the ability of Purchaser, or render Purchaser unable, to (i) accept for payment, pay for or purchase some or all of the Shares tendered pursuant to the Offer and the Merger or (ii) exercise full rights of ownership of the Shares, including the right to vote the Shares purchased by it on all matters properly presented to Silicon Image's stockholders, (C) seeking to (i) compel Parent, Silicon Image, or any of their respective subsidiaries to sell, license, assign, transfer, divest, hold separate or otherwise dispose of any assets, business or portion of business of Silicon Image, Parent, Purchasers or any of their respective subsidiaries, (ii) compel Parent, Silicon Image, or any of their respective subsidiaries to conduct, restrict, operate, invest or otherwise change in any material respect the assets or business of Silicon Image, Parent, Purchaser or any of their respective subsidiaries in any manner, or (iii) impose any material restriction, requirement or limitation on the operation of the business or portion of the business of Silicon Image, Parent, Purchaser or any of their respective subsidiaries or (D) which otherwise would have a Company Material Adverse Effect;
- three business days shall not have passed after completion of the Marketing Period; or
- the Merger Agreement shall have been terminated in accordance with its terms.

The foregoing conditions shall be in addition to, and not a limitation of, the rights of Parent and Purchaser to extend, terminate or modify the Offer pursuant to the terms and conditions of the Merger Agreement as described in Section 1—"Terms of the Offer."

The foregoing conditions (other than the Minimum Condition) are for the sole benefit of Parent and Purchaser and, subject to the terms and conditions of the Merger Agreement and applicable law, may be waived by Parent and Purchaser, in whole or in part, at any time and from time to time in their sole discretion (other than the Minimum Condition). The failure by Parent or Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

16. Certain Legal Matters; Regulatory Approvals.

General. Except as described in this Section 16, based on our examination of publicly available information filed by Silicon Image with the SEC and other information concerning Silicon Image, we are not aware of any governmental license or regulatory permit that appears to be material to Silicon Image's business that might be adversely affected by our acquisition of Shares as contemplated herein or of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by Purchaser or Parent as contemplated herein. Should any such approval or other action be required, we currently contemplate that, except as described below under "State Takeover Statutes," such approval or other action will be sought. While we do not currently intend to delay acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to Silicon Image's business, any of which under certain conditions specified in the Merger Agreement could cause us to elect to terminate the Offer without the purchase of Shares thereunder under certain conditions. See Section 15—"Certain Conditions of the Offer."

Antitrust Compliance. Under the HSR Act, and the related rules and regulations that have been promulgated thereunder, certain transactions may not be consummated until specified information and documentary material ("Premerger Notification and Report Forms"), have been furnished to the FTC and the Antitrust Division of the Department of Justice (the "Antitrust Division") and certain waiting period requirements have been satisfied. These requirements of the HSR Act apply to the acquisition of Shares in the Offer.

Under the HSR Act, our purchase of Shares in the Offer may not be completed until the expiration of a fifteen day waiting period following the filing by Parent of a Premerger Notification and Report Form concerning the Offer with the FTC and the Antitrust Division, unless the waiting period is earlier terminated by the FTC and the Antitrust Division. Parent and Silicon Image expect to file their respective Premerger Notification and Report Forms on or before February 9, 2015 with the FTC and the Antitrust Division in connection with the purchase of Shares in the Offer. If within fifteen calendar days from the foregoing filing, which is the initial waiting period, either the FTC or the Antitrust Division issues a request for additional information and documentary material (a "Second Request"), the waiting period with respect to the Offer and the Merger would be extended until ten calendar days following the date of substantial compliance by Parent with that request, unless the FTC or the Antitrust Division terminates the additional waiting period before its expiration. After the expiration of the ten calendar day waiting period, the waiting period could be extended only by court order or with Parent's consent. In practice, complying with a Second Request can take a significant period of time. Although Silicon Image is required to file certain information and documentary material with the FTC and the Antitrust Division in connection with the Offer, neither Silicon Image's failure to make those filings nor a request for additional documents and information issued to Silicon Image from the FTC or the Antitrust Division will extend the waiting period with respect to the purchase of Shares in the Offer and the Merger.

The FTC and the Antitrust Division will review the legality under the antitrust laws of Purchaser's proposed acquisition of Silicon Image. At any time before or after Purchaser's acceptance for payment of Shares pursuant to the Offer, if the Antitrust Division or the FTC believes that the Offer would violate the U.S. federal antitrust laws, the FTC and the Antitrust Division have the authority to challenge the transaction by seeking a federal court order enjoining the transaction or, if shares have already been acquired, requiring disposition of such Shares, the divestiture of substantial assets of Purchaser, Silicon Image, or any of their respective subsidiaries or affiliates or other conduct relief. United States state attorneys general and private persons may also bring legal action under the antitrust laws seeking similar relief or seeking conditions to the completion of the Offer. If any such action is threatened or commenced by the FTC, the Antitrust Division, any state or any other person, Purchaser may not be obligated to consummate the Offer or the Merger. See Section 15—"Certain Conditions of the Offer."

State Takeover Laws. Silicon Image is incorporated under the laws of the State of Delaware. In general, Section 203 of the DGCL prevents a Delaware corporation from engaging in a "business combination" (defined to include mergers and certain other actions) with an "interested stockholder" (including a person who owns or has the right to acquire 15% or more of a corporation's outstanding voting stock) for a period of three (3) years following the date such person became an "interested stockholder" unless, among other things, the "business combination" is approved by the board of directors of such corporation before such person became an "interested stockholder." The Silicon Image Board approved the Merger Agreement and, therefore, Section 203 of the DGCL is inapplicable to the Merger Agreement and the transactions contemplated therein.

Silicon Image, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted takeover laws. We do not know whether any of these laws will, by their terms, apply to the Offer or the Merger and have not attempted to comply with any such laws. Should any person seek to apply any state takeover law, we will take such action as then appears desirable, which may include challenging the validity or applicability of any such statute in appropriate court proceedings. In the event any person asserts that the takeover laws of any state are applicable to the Offer or the Merger, and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, we may be required to file certain information with, or receive approvals from, the relevant state authorities. In addition, if enjoined, we may be unable to accept for payment any Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer and the Merger. In such case, we may not be obligated to accept for payment any Shares tendered in the Offer. See Section 15 —"Certain Conditions of the Offer."

Litigation Related to the Offer and the Merger

As of February 6, 2015, purported Silicon Image stockholders separately filed four putative class action lawsuits in the Delaware Court of Chancery against Silicon Image, the members of the Silicon Image Board, Parent and Purchaser (collectively, the "Defendants"), challenging the proposed transactions among Parent, Purchaser, and Silicon Image. The actions are captioned *Pfeiffer v. Martino, et al.*, C.A. No. 10601-VCG; *Lipinski v. Silicon Image, Inc., et al.*, C.A. No. 10602-VCG; *Feldbaum et al. v. Silicon Image, Inc., et al.*, C.A. No. 10603-VCG; *Nelson v. Silicon Image, Inc.*, C.A. No. 10609-VCG. Three additional putative class action lawsuits have been filed in the Santa Clara County Superior Court as of February 6, 2015. These actions are captioned *Stein v. Silicon Image, Inc., et al.*, Case No. 1:15-cv-276231; *Molland v. George, et al.*, Case No. 1:15-cv-2766238; *Tapia v. Silicon Image, Inc., et al.*, 1:15-cv-276467. Generally, the lawsuits allege that the Defendants breached, and/or aided breaches of, fiduciary duties owed to Silicon Image's public stockholders by, among other things, engaging in an improper process with respect to the proposed transaction, agreeing to a transaction price that does not adequately compensate stockholders and agreeing to preclusive deal protection measures in the Merger Agreement. The various complaints seek, among other things, to enjoin the Defendants from consummating the Merger, damages, and an award of attorneys' fees and costs.

Defendants have answered all four of the Delaware complaints. In addition, plaintiff in the *Lipinski* action served requests for the production of documents on Defendants. Defendants and plaintiffs in the Delaware actions also have stipulated to: (i) a proposed protective order providing for the exchange of confidential and highly confidential information; and (ii) a proposed order for the consolidation of the Delaware actions and appointment of co-lead counsel.

17. Appraisal Rights.

Stockholders do not have appraisal rights as a result of the Offer. However, if the Merger is consummated, each holder of Dissenting Shares who complies with the applicable statutory procedures under Section 262 of the DGCL, will be entitled to receive a judicial determination of the fair value of such Dissenting Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger or similar business combination), and to receive payment of such fair value in cash, together with a fair rate of interest, if any, for Dissenting Shares held by such holder. Any such judicial determination of the fair value of the Shares could be based upon considerations other than or in addition to the price paid in the Offer and the market value of the

Dissenting Shares. Stockholders should recognize that the value so determined could be higher or lower than the price per Share paid pursuant to the Offer. Moreover, Silicon Image may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Dissenting Shares is less than the price paid for Shares in the Offer or the Merger. Stockholders should also note that investment banking opinions as to the fairness, from a financial point of view, of the consideration payable in a sale transaction, such as the Offer or the Merger, are not opinions as to, and do not otherwise address, fair value under Section 262 of the DGCL.

If any holder of Shares who demands appraisal under Section 262 fails to perfect, or effectively withdraws or loses his, her or its rights to appraisal as provided under the DGCL, the Shares of such stockholder will be converted into the right to receive the Offer Price in accordance with the Merger Agreement. A stockholder may withdraw a demand for appraisal by delivering to Silicon Image a written withdrawal of the demand for appraisal and acceptance of the Merger. Failure to follow the steps required by Section 262 for perfecting appraisal rights may result in the loss of such rights.

At the Effective Time, all Dissenting Shares will no longer be outstanding and will automatically be canceled and will cease to exist, and each holder of Dissenting Shares will cease to have any rights with respect thereto, except the rights provided under Section 262 of the DGCL. Notwithstanding the foregoing, if any such holder fails to perfect or otherwise waives, withdraws or loses the right to appraisal under Section 262 of the DGCL, or a court of competent jurisdiction determines that such holder is not entitled to the relief provided by Section 262 of the DGCL, then such Dissenting Shares will be deemed to have been converted at the Effective Time into, and to have become, the right to receive the Merger Consideration.

The foregoing summary of the rights of stockholders seeking appraisal under Delaware law does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise any appraisal rights available thereunder and is qualified in its entirety by reference to Section 262. The perfection of appraisal rights requires strict adherence to the applicable provisions of the DGCL. If a stockholder withdraws or loses the right to appraisal, such stockholder will be entitled to receive only the Merger Consideration.

18. Fees and Expenses.

Parent and Purchaser have retained Innisfree M&A Incorporated to be the Information Agent and Computershare Trust Company, N.A. to be the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telecopy, telegraph and personal interview and may request banks, brokers, dealers and other nominees to forward materials relating to the Offer to beneficial owners of Shares.

The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services in connection with the Offer, will be reimbursed for reasonable out-of-pocket expenses and will be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities under federal securities laws.

Neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or to any other person (other than to the Depositary and the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding offering materials to their customers. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

19. Miscellaneous.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In those jurisdictions where applicable laws require the

Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

No person has been authorized to give any information or to make any representation on behalf of Parent or Purchaser not contained herein or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person shall be deemed to be the agent of Purchaser, the Depositary, or the Information Agent for the purpose of the Offer.

Purchaser has filed with the SEC a Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act, together with exhibits furnishing certain additional information with respect to the Offer, and may file amendments thereto. Silicon Image is required under the rules of the SEC to file its Solicitation/Recommendation Statement with the SEC on Schedule 14D-9 no later than ten business days from the date of this Offer to Purchase, setting forth the recommendation of the Silicon Image Board with respect to the Offer and the reasons for such recommendation and furnishing certain additional related information. A copy of such documents, and any amendments thereto, may, when filed, be examined at, and copies may be obtained from, the SEC in the manner set forth under Section 7—“Certain Information Concerning Silicon Image” above.

Cayabyab Merger Company

February 9, 2015

SCHEDULE I

INFORMATION RELATING TO PURCHASER AND PARENT

Parent. The following table sets forth the name, present principal occupation or employment and material occupations, positions, offices or employments for the past five years of each executive officer and director of Parent. Unless otherwise indicated, the current business address of each person is c/o Lattice Semiconductor Corporation, 5555 N.E. Moore Court, Hillsboro, Oregon 97124 and the telephone number is (503) 268-8000.

Name, Country of Citizenship, Position	Present Principal Occupation; Material Positions Held During the Past Five Years; Certain Other Information
Darrin G. Billerbeck United States Director, Chief Executive Officer and President	**Mr. Billerbeck** has served as Parent's President and Chief Executive Officer and as a director since November 2010. Prior to joining Parent, Mr. Billerbeck served as the Chief Executive Officer of Zilog, a microcontroller manufacturer, which was acquired by IXYS Corporation in February 2010. Prior to joining Zilog in January 2007, Mr. Billerbeck served 18 years in various executive and management positions at Intel Corporation, a global technology company, including as Vice President and General Manager of Intel's Flash Products Group from 1999 to 2007.
Patrick S. Jones United States Chairman of the Board of Directors	**Mr. Jones** has served as a director of Parent and chairman of the board since 2005. Mr. Jones served as the Senior Vice President and Chief Financial Officer of Gemplus International S.A., a provider of smart card empowered solutions, from 1998 until he retired in 2001. He served as the Vice President Finance, Corporate Controller for Intel Corporation, a global technology company, from 1992 until 1998. Prior to joining Intel, Mr. Jones served as the Chief Financial Officer of LSI Corporation, an electronics design company. Mr. Jones serves on the board of directors of ITESOFT, SA, Fluidigm Inc. and Inside Secure, as well as on the board of directors of a private venture backed company. He served on the board of directors of Genesys S.A. from 2001 until 2008, Novell Inc. from 2007 until 2011, Epocrates Inc. from 2005 until 2013, Openwave Systems Inc. from 2007 until 2012, and Dialogic Inc. from 2012 until 2014.
Robin A. Abrams United States Director	**Mr. Abrams** has served as a director of Parent since 2011. Ms. Abrams served as the Chief Executive Officer of Firefly Communications, Inc. from 2004 to 2006. In addition to leading several start-ups, Ms. Abrams also served as President and CEO of Palm Computing, Inc. Prior to Palm, she was President and CEO of VeriFone, a leading global debit/credit card authorization solutions provider. Ms. Abrams also held several key executive positions at Apple, including president of Apple Americas and managing director of Apple Asia. Previously,

Name, Country of Citizenship, Position	Present Principal Occupation; Material Positions Held During the Past Five Years; Certain Other Information
	Ms. Abrams held senior product marketing positions at Norwest Bank (Wells Fargo) and Unisys. Ms. Abrams currently is a member of the Boards of Directors of FactSet Research, HCL Technologies Ltd., and Sierra Wireless, Inc. Ms. Abrams served on the board of directors of Unwired Planet, Inc. (formerly Openwave Systems Inc.) from 2008 until 2013.
John Bourgoin United States Director	**Mr. Bourgoin** has served as a director of Parent since 2011. Mr. Bourgoin served as President and Chief Executive Officer of MIPS Technologies, Inc. from 1998 until his retirement in 2009. Previously, he had served as Senior Vice President of Silicon Graphics, Inc. from 1996 to 1998, where he established the intellectual property business model for MIPS and orchestrated the MIPS spin-out from Silicon Graphics. Mr. Bourgoin also was employed at Advanced Micro Devices, Inc., where he held various senior positions, including Group Vice President of Microprocessor Products. He also has extensive experience in the programmable logic industry, having served as the Vice President of AMD's Programmable Logic Division. Mr. Bourgoin is currently a member of the board of directors at Micrel, Inc.
Robert R. Herb United States Director	**Mr. Herb** has served as a director of Parent since August 2013. Mr. Herb currently serves as a Partner with Scale Venture Partners, a venture firm focused on investments in information technology companies. He has held this position since 2005. Prior to joining Scale Venture Partners, Mr. Herb served as Advanced Micro Devices, Inc.'s (AMD) Chief Marketing Officer from April 1998 to December 2004 as well as Executive Vice President in AMD's Office of the CEO from March 2000 to December 2004. Mr. Herb served on the board of directors of MIPS Technologies, Inc. from 2005 to 2013. Mr. Herb has served on the board of directors of Micrel, Incorporated since 2014. Mr. Herb currently serves on the board of directors of several private firms.
Mark E. Jensen United States Director	**Mr. Jensen** has served as a director of Parent since June 2013. Mr. Jensen served as an executive of Deloitte & Touche LLP until his retirement in June 2012. He held a variety of positions, including U.S. Managing Partner-Audit and Enterprise Risk Services, Technology Industry and U.S. Managing Partner-Venture Capital Services Group. Prior to joining Deloitte & Touch LLP, Mr. Jensen was the

Name, Country of Citizenship, Position	Present Principal Occupation; Material Positions Held During the Past Five Years; Certain Other Information
	Chief Financial Officer of Redleaf Group. Earlier in his career, Mr. Jensen was an executive at Arthur Anderson LLP, which he joined in 1978, was admitted to the partnership in 1991 and served as the Managing Partner of the firm's Silicon Valley Office and leader of the firm's Global Technology Industry Practice. Mr. Jensen currently serves on the board of directors of Unwired Planet, Inc. and a private firm.
Balaji Krishnamurthy United States Director	**Mr. Krishnamurthy** has served as a director of Parent since 2005. Mr. Krishnamurthy is the Chairman of the board of directors of Think Shift, an advertising and consulting firm that consults with corporations and their boards regarding leadership, corporate culture, brand, governance and strategy. From 1999 until 2005, he served as President, Chief Executive Officer and a director of Planar Systems Inc., a provider of flat panel display solutions for the medical, commercial, industrial and retail markets. From 2003 until 2005, he served as the chairman of Planar's board of directors. Mr. Krishnamurthy held various management, engineering and marketing positions at Tektronix Inc., an electronics manufacturer, from 1984 until 1999. Mr. Krishnamurthy currently serves on the board of directors of Think Shift since 2014 and CHSI Technologies since 2013.
Jeff Richardson United States Director	**Mr. Richardson** has served as a director of Parent since December 2014. Mr. Richardson joined LSI Corporation in 2005 and most recently served as Executive Vice President and Chief Operating Officer until the company's acquisition by Avago Technologies in May 2014. He earlier served as executive vice president of various LSI divisions, including the Semiconductor Solutions Group, Networking and Storage Products Group, Custom Solutions Group and Corporate Planning and Strategy. Before joining LSI, Mr. Richardson held various management positions at Intel Corporation, including Vice President and General Manager of Intel's Server Platforms Group, and the company's Enterprise Platforms and Services Division. Mr. Richardson's career also includes serving in technical roles at Altera Corporation; Chips and Technologies; and Amdahl Corporation. Mr. Richardson presently serves as a Director of Ambarella Corporation (NASDAQ: AMBA). From 2011 until 2013, Mr. Richardson served on the board of directors of Volterra Corporation. Since 2014 Mr. Richardson has served on the board of directors of Ambarella Corporation.

Name, Country of Citizenship, Position	Present Principal Occupation; Material Positions Held During the Past Five Years; Certain Other Information
Joseph G. Bedewi United States Corporate Vice President and Chief Financial Officer	**Mr. Bedewi** joined Parent as Corporate Vice President and Chief Financial Officer on April 15, 2011. Mr. Bedewi served 17 years as Financial Controller for several groups, and held various other financial and operational management roles at Intel Corporation. His operations experience ranges from organizational development and optimization, strategic planning, business development and process improvement, to capacity and capital planning. After leaving Intel, Mr. Bedewi served as Chief Financial Officer at International DisplayWorks, Malibu Boats, LLC, and Solar Power, Inc.
Byron W. Milstead United States Corporate Vice President and General Counsel	**Mr. Milstead** joined Parent in May 2008 as Corporate Vice President and General Counsel. In January 2013, Mr. Milstead was appointed to serve as President and General Manager of Lattice SG Pte. Ltd., the Parent's wholly-owned sales subsidiary in Singapore. Prior to joining Parent, Mr. Milstead served as Senior Vice President and General Counsel of Credence Systems Corporation from December 2005 to May 2008. Mr. Milstead served as Vice President and General Counsel of Credence Systems Corporation from November 2000 until December 2005. Prior to joining Credence Systems Corporation, Mr. Milstead practiced law at the Salt Lake City office of Parsons Behle & Latimer and the Portland offices of both Bogle and Gates and Ater Wynne.

Purchaser. The following table sets forth the name, present principal occupation or employment and material occupations, positions, offices or employments for the past five years of each executive officer and director of Purchaser. Unless otherwise indicated, the current business address of each person is c/o Lattice Semiconductor Corporation, 5555 N.E. Moore Court, Hillsboro, Oregon 97124 and the telephone number is (503) 268-8000.

Name, Country of Citizenship, Position	Present Principal Occupation; Material Positions Held During the Past Five Years; Certain Other Information
Darrin G. Billerbeck United States Director and President	**Mr. Billerbeck** has served as a director and President of Purchaser since January 2015. Mr. Billerbeck has also been Parent's President and Chief Executive Officer and as a director since November 2010. Prior to joining Parent, Mr. Billerbeck served as the Chief Executive Officer of Zilog, a microcontroller manufacturer, which was acquired by IXYS Corporation in February 2010. Prior to joining Zilog in January 2007, Mr. Billerbeck served 18 years in various executive and management positions at Intel Corporation, a global technology company, including as Vice President and General Manager of Intel's Flash Products Group from 1999 to 2007.

Name, Country of Citizenship, Position	Present Principal Occupation; Material Positions Held During the Past Five Years; Certain Other Information
Joe G. Bedewi United States Director and Treasurer	**Mr. Bedewi** has served as director and treasurer of Purchaser since January 2015. Mr. Bedewi has also been Parent's Corporate Vice President and Chief Financial Officer since April 15, 2011. Mr. Bedewi served 17 years as Financial Controller for several groups, and held various other financial and operational management roles at Intel Corporation. His operations experience ranges from organizational development and optimization, strategic planning, business development and process improvement, to capacity and capital planning. After leaving Intel, Mr. Bedewi served as Chief Financial Officer at International DisplayWorks, Malibu Boats, LLC, and Solar Power, Inc.
Byron W. Milstead United States Director and Secretary	**Mr. Milstead** has served as director and secretary of Purchaser since January 2015. Mr. Milstead has also been Parent's Corporate Vice President and General Counsel since May 2008. In January 2013, Mr. Milstead was appointed to serve as President and General Manager of Lattice SG Pte. Ltd., Parent's wholly-owned sales subsidiary in Singapore. Prior to joining Parent, Mr. Milstead served as Senior Vice President and General Counsel of Credence Systems Corporation from December 2005 to May 2008. Mr. Milstead served as Vice President and General Counsel of Credence Systems Corporation from November 2000 until December 2005. Prior to joining Credence Systems Corporation, Mr. Milstead practiced law at the Salt Lake City office of Parsons Behle & Latimer and the Portland offices of both Bogle and Gates and Ater Wynne.

Manually signed facsimiles of the Letter of Transmittal, properly completed, will be accepted. The Letter of Transmittal and certificates evidencing Shares and any other required documents should be sent or delivered by each stockholder or its, his or her broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below:

The Depositary for the Offer is:

Computershare Trust Company, N.A.

If delivering by mail:	***If delivering by overnight delivery (by the Expiration Time):***
Computershare c/o Voluntary Corporate Actions P.O. Box 43011 Providence, Rhode Island 02940-3011	Computershare c/o Voluntary Corporate Actions 250 Royall Street, Suite V Canton, Massachusetts 02021

Questions and requests for assistance may be directed to the Information Agent at its address and telephone numbers address set forth below. Requests for copies of the Offer to Purchase and the related Letter of Transmittal may be directed to the Information Agent. Such copies will be furnished promptly at Purchaser's expense. Stockholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer. Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent or the Depositary) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

501 Madison Avenue, 20th floor
New York, New York 10022
Stockholders may call toll free: (888) 750-5834
Banks and Brokers may call collect: (212) 750-5833

February 9, 2015

Letter of Transmittal To Tender Shares of Common Stock
of
SILICON IMAGE, INC.
at $7.30 Net Per Share in Cash Pursuant to the Offer to Purchase dated February 9, 2015 by
Cayabyab Merger Company, a wholly-owned subsidiary of Lattice Semiconductor Corporation

The undersigned represents that: I (we) have full authority to surrender without restriction the certificate(s) listed below. You are hereby authorized and instructed to deliver to the address indicated below (unless otherwise instructed in the boxes in the following page) a check representing a cash payment for shares of common stock, par value $0.001 per share (collectively, the "Shares"), of Silicon Image, Inc. ("Silicon Image") tendered pursuant to this Letter of Transmittal, at a price of $7.30 per share, net to the seller in cash, without interest and less any applicable tax withholding, upon the terms and subject to the conditions set forth in the Offer to Purchase dated February 9, 2015 (as it may be amended or supplemented from time to time, the "Offer to Purchase" and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON MARCH 9, 2015, UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION TIME") OR EARLIER TERMINATED.

Method of delivery of the certificate(s) is at the option and risk of the owner thereof. *See Instruction 2.*

Mail or deliver this Letter of Transmittal, or a facsimile thereof, together with the certificate(s) representing your shares, to:

Computershare Trust Company, N.A.

If delivering by mail:

Computershare
C/O Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

If delivering by Overnight Courier:

Computershare
C/O Voluntary Corporate Actions
Suite V
250 Royall Street
Canton, MA 02021

Pursuant to the offer of Cayabyab Merger Company to purchase all outstanding Shares of Silicon Image, the undersigned encloses herewith and surrenders the following certificate(s) representing Shares of Silicon Image:

DESCRIPTION OF SHARES SURRENDERED				
Name(s) and Address(es) of Registered Owner(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))	**Shares Tendered (attached additional list if necessary)**			
	Certificated Shares**			
	Certificate Number(s)*	**Total Number of Shares Represented by Certificate(s)***	**Number of Shares Surrendered****	**Book Entry Shares Surrendered**
	Total Shares			

* Need not be completed by book-entry stockholders.
** Unless otherwise indicated, it will be assumed that all shares of common stock represented by certificates described above are being surrendered hereby.

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PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFERING DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, INNISFREE M&A INCORPORATED, AT (888) 750-5834.

You have received this Letter of Transmittal in connection with the offer of Cayabyab Merger Company, a Delaware corporation ("Purchaser"), a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), to purchase all of the outstanding Shares, at a price of $7.30 per Share, net to the seller in cash, without interest and less any applicable tax withholding, as described in the Offer to Purchase dated February 9, 2015 (as it may be amended or supplemented from time to time, the "Offer to Purchase" and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, the "Offer").

You should use this Letter of Transmittal to deliver to Computershare Trust Company, N.A. (the "Depositary") Shares represented by stock certificates, or held in book-entry form on the books of Silicon Image, for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depositary at The Depository Trust Company ("DTC"), you must use an Agent's Message (as defined in Instruction 2 below). In this Letter of Transmittal, stockholders who deliver certificates representing their Shares are referred to as "Certificate Stockholders," and stockholders who deliver their Shares through book-entry transfer are referred to as "Book-Entry Stockholders."

If certificates for your Shares are not immediately available or you cannot deliver your certificates and all other required documents to the Depositary prior to the Expiration Time or you cannot complete the book-entry transfer procedures prior to the Expiration Time, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2 below. **Delivery of documents to DTC will not constitute delivery to the Depositary.**

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):**

Name of Tendering Institution: _____

DTC Participant Number: _____ Transaction Code Number: _____

☐ **CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY):**

Name (s) of Registered Owner (s): _____

Window Ticket Number (if any) or DTC Participant Number: _____

Date of Execution of Notice of Guaranteed Delivery: _____

Name of Institution which Guaranteed Delivery: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Cayabyab Merger Company, a Delaware corporation ("Purchaser"), a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), the above-described shares of common stock, par value $0.001 per share (the "Shares"), of Silicon Image, Inc., a Delaware corporation ("Silicon Image"), at a price of $7.30 per Share, net to the seller in cash, without interest and less any applicable tax withholding, on the terms and subject to the conditions set forth in the Offer to Purchase, receipt of which is hereby acknowledged, and this Letter of Transmittal (as it may be amended or supplemented from time to time, this "Letter of Transmittal" and, together with the Offer to Purchase, as it may be amended or supplemented from time to time, the "Offer"). The undersigned understands that Purchaser reserves the right to transfer or assign, from time to time, in whole or in part, to one or more of its affiliates, the right to purchase the Shares tendered herewith.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment and payment for the Shares validly tendered herewith, and not properly withdrawn, prior to the Expiration Time (as defined in the Offer to Purchase) in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchaser, all right, title and interest in and to all of the Shares being tendered hereby and any and all cash dividends, distributions, rights, other Shares or other securities issued or issuable in respect of such Shares on or after February 9, 2015 (collectively, "Distributions"). In addition, the undersigned hereby irrevocably appoints Computershare Trust Company, N.A. (the "Depositary") the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such proxies and power of attorney being deemed to be an irrevocable power coupled with an interest) to the full extent of such stockholder's rights with respect to such Shares and any Distributions (a) to deliver certificates representing such Shares (the "Share Certificates") and any Distributions, or transfer ownership of such Shares and any Distributions on the account books maintained by DTC, together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Purchaser, (b) to present such Shares and any Distributions for transfer on the books of Silicon Image, and (c) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Purchaser the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions. The designees of Purchaser will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and any other rights of such stockholder, as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of Silicon Image's stockholders, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Purchaser accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance for payment of such Shares, Purchaser must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of stockholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares (and any associated Distributions) tendered hereby and, when the same are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse

claim. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of Purchaser any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Purchaser shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Purchaser in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Share Certificate(s) owned by the undersigned are received by the Depositary at the address set forth above, together with such additional documents as the Depositary may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depositary.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE SHARE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, SHARE CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR SHARE CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that the acceptance for payment by Purchaser of Shares tendered pursuant to one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein under “Special Payment Instructions,” please issue the check for the purchase price in the name(s) of, and/or return any Share Certificates representing Shares not tendered or accepted for payment to, the registered owner(s) appearing under “Description of Shares Tendered.” Similarly, unless otherwise indicated under “Special Delivery Instructions,” please mail the check for the purchase price and/or return any Share Certificates representing Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered owner(s) appearing under “Description of Shares Tendered.” Unless otherwise indicated herein in the box titled “Special Payment Instructions,” please credit any Shares tendered hereby or by an Agent’s Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC designated above. The undersigned recognizes that Purchaser has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered owner thereof if Purchaser does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price in consideration of Shares accepted for payment are to be issued in the name of someone other than the undersigned.

Issue: ☐ Check and/or
☐ Share Certificates to:

Name: _____
(Please Print)

Address: _____

_____

_____
(Include Zip Code)

_____
(Tax Identification or Social Security Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled “Description of Shares Tendered” above.

Deliver: ☐ Check(s) and/or
☐ Share Certificates to:

Name: _____
(Please Print)

Address: _____

_____

_____
(Include Zip Code)

IMPORTANT—SIGN HERE
(U.S. Holders Please Also Complete the Enclosed IRS Form W-9)
(Non-U.S. Holders Please Obtain and Complete IRS Form W-8BEN or Other Applicable IRS Form W-8)

Sign Here: _____
(Signature(s) of Stockholder(s))

Sign Here: _____
(Signature(s) of Stockholder(s))

Dated: _____, 2015

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____
(Please Print)

Capacity (full title): _____

Address: _____

_____
(Include Zip Code)

Area Code and Telephone Number: _____

Tax Identification or Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

_____
(Include Zip Code)

Authorized Signature: _____

Name: _____

_____
(Please Type or Print)

Area Code and Telephone Number: _____

Dated: _____, 2015

_____
Place medallion guarantee in space below:

INSTRUCTIONS
Forming Part of the Terms and Conditions of the Offer

1. **Guarantee of Signatures.** Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this document, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered owner has not completed the box titled "Special Payment Instructions" or the box titled "Special Delivery Instructions" on this Letter of Transmittal, or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. **Delivery of Letter of Transmittal and Certificates or Book-Entry Confirmations.** This Letter of Transmittal is to be completed by stockholders if Share Certificates are to be forwarded herewith or held in book-entry form on the books of Silicon Image. If tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase, an Agent's Message must be utilized. A manually executed facsimile of this document may be used in lieu of the original. Share Certificates representing all physically tendered Shares, Shares held in book-entry form on the books of Silicon Image, or confirmation of any book-entry transfer into the Depositary's account at DTC of Shares tendered by book-entry transfer ("Book Entry Confirmation"), as well as this Letter of Transmittal properly completed and duly executed with any required signature guarantees, or an Agent's Message in the case of a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depositary at its address set forth herein prior to the Expiration Time. Please do not send your Share Certificates directly to Purchaser, Parent, Silicon Image or the Information Agent.

Stockholders whose Share Certificates are not immediately available or who cannot deliver all other required documents to the Depositary prior to the Expiration Time or who cannot complete the procedures for book-entry transfer prior to the Expiration Time may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Purchaser must be received by the Depositary prior to the Expiration Time, and (c) Share Certificates representing all tendered Shares, in proper form for transfer (or a Book Entry Confirmation with respect to such Shares), this Letter of Transmittal (or facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and all other documents required by this Letter of Transmittal, if any, must be received by the Depositary within three trading days after the date of execution of such Notice of Guaranteed Delivery.

A properly completed and duly executed Letter of Transmittal (or facsimile thereof) must accompany each such delivery of Share Certificates or Shares held in book-entry form on the books of Silicon Image to the Depositary.

The term "Agent's Message" means a message, transmitted through electronic means by DTC to, and received by, the Depositary and forming part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that Purchaser may enforce such agreement against the participant. The term "Agent's Message" also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depositary's office.

THE METHOD OF DELIVERY OF THE SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE AND RISK OF LOSS OF THE SHARE CERTIFICATES SHALL PASS ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

All questions as to validity, form and eligibility (including time of receipt) of the surrender of any Share Certificate hereunder, including questions as to the proper completion or execution of any Letter of Transmittal, Notice of Guaranteed Delivery or other required documents and as to the proper form for transfer of any certificate of Shares, will be determined by Purchaser in its sole and absolute discretion (which may delegate power in whole or in part to the Depositary) which determination will be final and binding. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may be unlawful. Purchaser also reserves the absolute right to waive any defect or irregularity in the surrender of any Shares or Share Certificate(s) whether or not similar defects or irregularities are waived in the case of any other stockholder. A surrender will not be deemed to have been validly made until all defects and irregularities have been cured or waived. Purchaser and the Depositary shall make reasonable efforts to notify any person of any defect in any Letter of Transmittal submitted to the Depositary.

3. **Inadequate Space.** If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. **Partial Tenders** (**Applicable to Certificate Stockholders Only**)**.** If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled “Number of Shares Tendered” in the box titled “Description of Shares Tendered.” In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered owner, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Time. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. **Signatures on Letter of Transmittal; Stock Powers and Endorsements.** If this Letter of Transmittal is signed by the registered owner(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of such Shares.

If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Purchaser of their authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to, or Share Certificates representing Shares not tendered or accepted for payment are to be issued in the name of, a person other than the registered owner(s), in which case the Share Certificates representing the Shares tendered by this Letter of Transmittal must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered owner(s) or holder(s) appear(s) on the Share Certificates. Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear(s) on the Share Certificate(s). Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. **Transfer Taxes.** Purchaser will pay any transfer taxes with respect to the transfer and sale of Shares to it or to its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include United States federal income or backup withholding taxes). If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for payment are to be registered in the name of, any person other than the registered owner(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered owner(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. **Special Payment and Delivery Instructions.** If a check for the purchase price is to be issued, and/or Share Certificates representing Shares not tendered or accepted for payment are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled “Description of Shares Tendered” above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders delivering Shares tendered hereby or by Agent’s Message by book-entry transfer may request that Shares not purchased be credited to an account maintained at DTC as such stockholder may designate in the box titled “Special Payment Instructions” herein. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at DTC as the account from which such Shares were delivered.

8. **Requests for Assistance or Additional Copies.** Questions or requests for assistance may be directed to the Information Agent at its addresses and telephone numbers set forth below or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be obtained from either the Information Agent as set forth below, and will be furnished at Purchaser’s expense.

9. **Backup Withholding.** Under U.S. federal income tax laws, the Depositary will be required to withhold a portion of the amount of any payments made to certain stockholders pursuant to the Offer or the Merger, as applicable. In order to avoid such backup withholding, each tendering stockholder or payee that is a United States person (for U.S. federal income tax purposes), must provide the Depositary with such stockholder’s or payee’s correct taxpayer identification number (“TIN”) and certify that such stockholder or payee is not subject to such

backup withholding by completing the attached Form W-9. Certain stockholders or payees (including, among others, corporations, non-resident foreign individuals and foreign entities) are not subject to these backup withholding and reporting requirements. A tendering stockholder who is a foreign individual or a foreign entity should complete, sign, and submit to the Depositary the appropriate Form W-8. A Form W-8BEN may be downloaded from the Internal Revenue Service's website at the following address: *http://www.irs.gov.* Failure to complete the Form W-9 or W-8BEN will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold a portion of the amount of any payments made of the Offer Price pursuant to the Offer.

NOTE: FAILURE TO COMPLETE AND RETURN THE FORM W-9 OR W-8BEN MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE "IMPORTANT TAX INFORMATION" SECTION BELOW.

10. **Lost, Destroyed, Mutilated or Stolen Share Certificates.** If any Share Certificate has been lost, destroyed, mutilated or stolen, the stockholder should promptly notify Silicon Image's stock transfer agent, Computershare Trust Company, N.A. at (800) 522-6645. The stockholder will then be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen Share Certificates have been followed.

11. **Waiver of Conditions.** Subject to the terms and conditions of the Merger Agreement (as defined in the Offer to Purchase) and the applicable rules and regulations of the Securities and Exchange Commission, the conditions of the Offer may be waived by Purchaser in whole or in part at any time and from time to time in its sole discretion.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY EXECUTED FACSIMILE COPY THEREOF) OR AN AGENT'S MESSAGE, TOGETHER WITH SHARE CERTIFICATE(S), SHARES HELD IN BOOK-ENTRY FORM ON THE BOOKS OF SILICON IMAGE, OR BOOK-ENTRY CONFIRMATION OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION TIME.

IMPORTANT TAX INFORMATION

Under United States federal income tax law, a stockholder that is a non-exempt United States person (for U.S. federal income tax purposes) whose tendered Shares are accepted for payment, or whose Shares are converted in the Merger, is required by law to provide the Depositary (as payer) with such stockholder's correct TIN on Form W-9 below. If such stockholder is an individual, the TIN is such stockholder's social security number. If the Depositary is not provided with the correct TIN, the stockholder may be subject to penalties imposed by the Internal Revenue Service ("IRS") and payments that are made to such stockholder with respect to Shares purchased pursuant to the Offer, or converted in the Merger, may be subject to backup withholding.

If backup withholding applies, the Depositary is required to withhold 28% of any payments of the purchase price made to the stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS provided that the required information is furnished to the IRS.

Form W-9

To prevent backup withholding on payments that are made to a United States stockholder with respect to Shares purchased pursuant to the Offer or converted in the Merger, as applicable, the stockholder is required to notify the Depositary of such stockholder's correct TIN by completing Form W-9 certifying, under penalties of perjury, (i) that the TIN provided on Form W-9 is correct (or that such stockholder is awaiting a TIN), (ii) that such stockholder is not subject to backup withholding because (a) such stockholder has not been notified by the IRS that such stockholder is subject to backup withholding as a result of a failure to report all interest or dividends, (b) the IRS has notified such stockholder that such stockholder is no longer subject to backup withholding or (c) such stockholder is exempt from backup withholding, and (iii) that such stockholder is a U.S. person.

What Number to Give the Depositary

Each United States stockholder is generally required to give the Depositary its social security number or employer identification number. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the stockholder should write "Applied For" in Part I, sign and date the Form W-9. Notwithstanding that "Applied For" is written in Part I, the Depositary will withhold 28% of all payments of the purchase price to such stockholder until a TIN is provided to the Depositary. Such amounts will be refunded to such surrendering stockholder if a TIN is provided to the Depositary within 60 days. We note that your Form W-9, including your TIN, may be transferred from the Depositary to the Paying Agent, in certain circumstances.

Please consult your accountant or tax advisor for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, or another version of IRS Form W-8 to claim exemption from backup withholding, or contact the Depositary.

Print or type
See **Specific Instructions** on page 2.

Form **W-9**
(Rev. January 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return) Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification check only one of the following seven boxes:

☐ Individual/ sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)_____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ — ___ — ____

or

Employer identification number
___ — _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

— Form 1099-INT (interest earned or paid)
— Form 1099-DIV (dividends, including those from stocks or mutual funds)
— Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
— Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
— Form 1099-S (proceeds from real estate transactions)
— Form 1099-K (merchant card and third party network transactions)
— Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
— Form 1099-C (canceled debt)
— Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

— An individual who is a U.S. citizen or U.S. resident alien;

— A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

— An estate (other than a foreign estate); or

— A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

— In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

— In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

— In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

— Generally, individuals (including sole proprietors) are not exempt from backup withholding.

— Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

— Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

— Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for. . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through[4]
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*__Note__.Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

— Protect your SSN,
— Ensure your employer is protecting your SSN, and
— Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Depositary for the Offer to Purchase is:

Computershare Trust Company, N.A.

If delivering by mail:

Computershare
C/O Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

If delivering by overnight courier:

Computershare
C/O Voluntary Corporate Actions
Suite V
250 Royall Street
Canton, MA 02021

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of the Offer to Purchase and this Letter of Transmittal may be directed either to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Innisfree
M&A Incorporated

501 Madison Avenue, 20th floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834
Banks and Brokers may call collect: (212) 750-5833

NOTICE OF GUARANTEED DELIVERY
(Not To Be Used for Signature Guarantee)
To Tender Shares of Common Stock
of
SILICON IMAGE, INC.
Pursuant to the Offer to Purchase
Dated February 9, 2015
of
CAYABYAB MERGER COMPANY
a wholly owned subsidiary
of
LATTICE SEMICONDUCTOR CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON MARCH 9, 2015, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

This form, or a substantially equivalent form, may be used to accept the Offer (as defined in the Offer to Purchase) if the certificates for shares of common stock, par value $0.001 per share, of Silicon Image, Inc. ("Silicon Image") are not immediately available and cannot be delivered to the Depositary prior to the expiration of the Offer (the "Expiration Time"), if the procedure for book-entry transfer cannot be completed before the Expiration Time or if any other documents required by the related Letter of Transmittal cannot be delivered to the Depositary by the Expiration Time. Such form may be transmitted by telegram, facsimile transmission, or mail to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

Computershare Trust Company, N.A.

By Mail:

Computershare
C/O Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:

Computershare
C/O Voluntary Corporate Actions
Suite V
250 Royall Street
Canton, MA 02021

By Facsimile Transmission
For Eligible Institutions Only
(617) 360-6810
To confirm fax for eligible institutions only:
(781) 575-2332
Call this number ONLY if you are confirming a facsimile transmission
For information call: Innisfree Toll-Free (888) 750-5834

Delivery of this notice of guaranteed delivery to an address, or transmission of instructions via facsimile, other than as set forth above will not constitute valid delivery.

Deliveries to Lattice Semiconductor Corporation or to the information agent for the Offer will not be forwarded to the Depositary, and therefore will not constitute valid delivery. Deliveries to the book-entry transfer facility (as defined in the Offer to Purchase) will not constitute valid delivery to the Depositary.

You cannot use this notice of guaranteed delivery form to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an "eligible guarantor institution" (as defined in Section 3 of the Offer to Purchase) under the instructions thereto, such signature must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to Cayabyab Merger Company, a Delaware corporation (the "Purchaser) and wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), the number of shares indicated below, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal, which together (and as each may be amended or supplemented from time to time) constitute the Offer, and the receipt of which is hereby acknowledged. This tender is being made pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Unless the context otherwise requires, all references to the shares shall refer to the common stock of Silicon Image.

Number of Shares Being Tendered Hereby: _____Shares

SHAREHOLDERS COMPLETE AND SIGN BELOW

Certificate No.(s) (if available):

Name(s) of Stockholders: Area Code & Phone No.: Address(es) of Stockholders:

Signature(s) of Stockholder(s): Date:

If shares will be tendered by book-entry transfer provide the following information:

Name of Tendering Institution:

Account No:

THE GUARANTEE SET FORTH ON THE FOLLOWING PAGE MUST BE COMPLETED.

GUARANTEE
(Not To Be Used for Signature Guarantee)

The undersigned, a bank, broker, dealer, credit union, savings association or other entity is a member in good standing in an acceptable medallion guarantee program or a bank, broker, dealer, credit union, savings association or other entity that is an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") (each of the foregoing constituting an "Eligible Guarantor Institution") hereby guarantees (1) that the above-named person(s) "own(s)" the shares tendered hereby within the meaning of Rule 14e-4 under the Exchange Act, (2) that such tender of shares complies with Rule 14e-4 and (3) the delivery of the shares tendered hereby to the depositary, in proper form for transfer, or a confirmation that the shares tendered hereby have been delivered under the procedure for book-entry transfer set forth in the Offer to Purchase into the depositary's account at the book-entry transfer facility, together with a properly completed and duly executed Letter of Transmittal, or in the case of a book-entry transfer, agent's message, and any other required documents, all within three Nasdaq trading days of the date hereof.

The Eligible Guarantor Institution that completes this form must communicate the guarantee to the depositary and must deliver the Letter of Transmittal (or agent's message in the case of a book-entry transfer), and certificates representing shares (or a confirmation that the shares tendered hereby have been delivered under the procedure of book-entry set forth in the Offer to Purchase) to the depositary within the time period set forth herein. Failure to do so could result in financial loss to such Eligible Guarantor Institution.

Name of Firm:_____

Authorized Signature:_____

Name:_____

Title:_____

Address:_____

_____

_____

Zip Code:_____

Area Code and Telephone Number:

_____

Dated: _____201__

DO <u>NOT</u> SEND SHARE CERTIFICATES WITH THIS NOTICE OF GUARANTEED DELIVERY. SHARE CERTIFICATES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

Offer To Purchase
All Outstanding Shares of Common Stock
of

SILICON IMAGE, INC.

a Delaware corporation
at
$7.30 NET PER SHARE
Pursuant to the Offer to Purchase dated February 9, 2015
by
CAYABYAB MERGER COMPANY,
a wholly owned subsidiary of
LATTICE SEMICONDUCTOR CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON MARCH 9, 2015, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

February 9, 2015

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Cayabyab Merger Company, a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), to act as Information Agent in connection with Purchaser's offer to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Silicon Image, Inc., a Delaware corporation ("Silicon Image"), at a purchase price of 7.30 per Share, net to the seller in cash, without interest thereon and less any applicable tax withholding, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated February 9, 2015 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal") and which, together with the Offer to Purchase and other related materials, each as may be amended or supplemented from time to time, we refer to as the "Offer" enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

Certain conditions to the Offer are described in Section 15 of the Offer to Purchase.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;
2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9;
3. A Notice of Guaranteed Delivery to be used to accept the Offer if certificates for the Shares and all other required documents cannot be delivered to Computershare Trust Company, N.A. (the "Depositary") by the Expiration Date or if the procedure for book-entry transfer cannot be completed by the Expiration Date;
4. A letter to stockholders of Silicon Image from the Chief Executive Officer, accompanied by Silicon Image's Solicitation/Recommendation Statement on Schedule 14D-9;
5. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and
6. A return envelope addressed to the Depositary for your use only.

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at 12:00 midnight, New York City time, at the end of the day on March 9, 2015, unless the Offer is extended or earlier terminated.

Any extension, delay, termination or amendment of the Offer will be followed as promptly as practicable by public announcement thereof, and such announcement in the case of an extension will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date of the Offer.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of January 26, 2015 (together with any amendments or supplements thereto, the "Merger Agreement"), by and among Parent, Purchaser and Silicon Image. The Merger Agreement provides that Purchaser will be merged with and into Silicon Image (the "Merger"), with Silicon Image continuing after the Merger as the surviving corporation and a wholly owned subsidiary of Parent.

After careful consideration by the board of directors of Silicon Image, including a review of the terms and conditions of the Merger Agreement, in consultation with Silicon Image's financial and legal advisors, at a meeting of the board of directors of Silicon Image held on January 26, 2015, the board of directors of Silicon Image unanimously: (i) determined that the Merger Agreement and the transactions contemplated thereby are in the best interests of Silicon Image and Silicon Image's stockholders, (ii) adopted the Merger Agreement, (iii) approved the transactions contemplated by the Merger Agreement and (iv) recommended that Silicon Image's stockholders accept the Offer and tender their Shares to the Purchaser pursuant to the Offer.

In order for a stockholder to validly tender Shares pursuant to the Offer, the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, together with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message (as defined in the Offer to Purchase) in lieu of the Letter of Transmittal) and any other documents required by the Letter of Transmittal must be received by the Depositary and either (A) the share certificates evidencing tendered Shares must be received by the Depositary or (B) such Shares must be tendered pursuant to the procedure for book-entry transfer described in the Offer to Purchase and a Book-Entry Confirmation (as defined in the Offer to Purchase) must be received by the Depositary (provided in the case of direct registration Shares neither (A) nor (B) will be required), in each case prior to the Expiration Date (as defined in the Offer to Purchase).

If holders of Shares wish to tender their Shares, but it is impracticable for them to deliver their certificates representing tendered Shares or other required documents or to complete the procedures for delivery by book-entry transfer prior to the Expiration Date, a tender may be effected by following the guaranteed delivery procedures specified in the Offer to Purchase and the Letter of Transmittal.

Neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or any other person (other than to the Depositary and Innisfree M&A Incorporated, as information agent (the "Information Agent"), as described in the Offer to Purchase) in connection with the solicitation of tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks and trust companies for customary mailing and handling expenses incurred by them in forwarding materials related to the Offer to their customers. Purchaser will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from the Information Agent at the address and telephone number set forth on the back cover of the Offer to Purchase.

Very truly yours,

Innisfree M&A Incorporated

Nothing contained herein or in the enclosed documents shall render you the agent of Purchaser, the Information Agent or the Depositary or any affiliate of any of them or authorize you or any other person to use any document or make any statement on behalf of any of them in connection with the Offer other than the enclosed documents and the statements contained therein.

Offer To Purchase
All Outstanding Shares of Common Stock
of

SILICON IMAGE, INC.

a Delaware corporation
at
$7.30 NET PER SHARE
Pursuant to the Offer to Purchase dated February 9, 2015
by
CAYABYAB MERGER COMPANY,
a wholly owned subsidiary of
LATTICE SEMICONDUCTOR CORPORATION

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, AT THE END OF THE DAY ON MARCH 9, 2015,
UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

February 9, 2015

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated February 9, 2015 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal") and which, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, we refer to as the "Offer" in connection with the offer by Cayabyab Merger Company, a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), to purchase all of the outstanding shares of common stock, par value $0.001 per share ("Shares"), of Silicon Image, Inc., a Delaware corporation ("Silicon Image"), at a purchase price of $7.30 per Share, net to the seller in cash, without interest thereon and less any applicable tax withholding, upon the terms and subject to the conditions of the Offer described in the Offer to Purchase (the "Offer Conditions").

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. **The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.**

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The offer price for the Offer is $7.30 per Share, net to you in cash, without interest and less any applicable tax withholding.

2. The Offer is being made for all of the outstanding Shares.

3. The Offer is being made in connection with the Agreement and Plan of Merger, dated as of January 26, 2015 (together with any amendments or supplements thereto, the "Merger Agreement"), among Parent, Purchaser and Silicon Image, pursuant to which, after the completion of the Offer and the satisfaction or waiver of the conditions set forth therein, Purchaser will be merged with and into Silicon Image, and Silicon Image will be the surviving corporation (the "Merger").

4. The Offer and withdrawal rights will expire at 12:00 midnight, New York City time, at the end of the day on March 9, 2015, unless the Offer is extended by Purchaser (we refer to such date and time, as it may be extended in accordance with the terms of the Merger Agreement, the "Expiration Date") or earlier terminated. Under the terms of the Merger Agreement, and subject to applicable securities laws, rules and regulations and provided that in no event shall Purchaser be required to extend the Offer beyond July 27, 2015. Any extension, delay, termination or amendment of the Offer will be followed as promptly as practicable by public announcement thereof, and such announcement in the case of an extension will be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

5. The Offer is subject to the Offer Conditions, which are described in Section 15 of the Offer to Purchase. The Offer is not subject to a financing condition.

6. Tendering stockholders who are record owners of their Shares and who tender directly to Computershare Trust Company, N.A. (the "Depositary") will not be obligated to pay brokerage fees, commissions or similar expenses or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer.

7. **After careful consideration by the Board of Directors of Silicon Image, including a review of the terms and conditions of the Merger Agreement, in consultation with Silicon Image's financial and legal advisors, at a meeting of the board of directors of Silicon Image held on January 26, 2015, the board of directors of Silicon Image unanimously: (i) determined that the Merger Agreement and the transactions contemplated thereby are in the best interests of Silicon Image and Silicon Image's stockholders, (ii) adopted the Merger Agreement, (iii) approved the transactions contemplated by the Merger Agreement and (iv) recommended that Silicon Image's stockholders accept the Offer and tender their Shares to the Purchaser pursuant to the Offer.**

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Expiration Date.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction.

INSTRUCTION FORM
With Respect to the Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of

SILICON IMAGE, INC.

a Delaware corporation
at
$7.30 NET PER SHARE
Pursuant to the Offer to Purchase dated February 9, 2015
by

CAYABYAB MERGER COMPANY,

a wholly owned subsidiary of

LATTICE SEMICONDUCTOR CORPORATION

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated February 9, 2015 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal") and which, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, we refer to as the "Offer", in connection with the offer by Cayabyab Merger Company, a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), to purchase all of the outstanding shares of common stock, par value $0.001 per share ("Shares"), of Silicon Image, Inc., a Delaware corporation ("Silicon Image"), at a purchase price of $7.30 per Share, net to the seller in cash, without interest thereon and less any applicable tax withholding, upon the terms and subject to the conditions of the Offer described in the Offer to Purchase.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to validity, form and eligibility of the surrender of any certificate representing Shares submitted on my behalf will be determined by Purchaser.

ACCOUNT NUMBER: _____

NUMBER OF SHARES BEING TENDERED HEREBY: _____SHARES*

The method of delivery of this document is at the election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery prior to the Expiration Date (as defined in the Offer to Purchase).

Dated: **Signature(s)**

Please Print Names(s)

Address: _____

(Include Zip Code)

Area code and Telephone no. _____

Taxpayer Identification or Social Security No. _____

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

Exhibit (a)(1)(F)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below), and the provisions herein are subject in their entirety to the provisions of the Offer (as defined below). The Offer is made solely by the Offer to Purchase (as defined below) dated February 9, 2015, and the related Letter of Transmittal (as defined below) and any amendments or supplements thereto, and is being made to all holders of Shares other than holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, "blue sky" or other laws of such jurisdiction or any administrative or judicial action pursuant thereto. In those jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser (as defined below) by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

Notice of Offer to Purchase for Cash All Outstanding Shares of Common Stock of

Silicon Image, Inc.

a Delaware corporation at $7.30 Net Per Share Pursuant to the Offer to Purchase dated February 9, 2015 by CAYABYAB MERGER COMPANY a wholly owned subsidiary of LATTICE SEMICONDUCTOR CORPORATION

Cayabyab Merger Company, a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), is offering to purchase for cash all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of Silicon Image, Inc., a Delaware corporation ("Silicon Image"), at a purchase price of $7.30 per Share (the "Offer Price"), net to the seller in cash, without interest thereon and less any applicable tax withholding, upon the terms and subject to the conditions set forth in the Offer to Purchase dated February 9, 2015 (the "Offer to Purchase"), and the related Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase and other related materials, as each may be amended or supplemented from time to time, constitutes the "Offer").

Stockholders of record who tender directly to Computershare Trust Company, N.A. (the "Depositary") will not be obligated to pay brokerage fees, commissions or, except as otherwise provided in the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Stockholders who hold their Shares through a broker, banker or other nominee should consult such institution as to whether it charges any service fees or commissions.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF THE DAY ON MARCH 9, 2014, UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of January 26, 2015, as it may be amended from time to time (the "Merger Agreement"), by and among Parent, Purchaser and Silicon Image. The Merger Agreement provides, among other things, that following the consummation of the Offer, and subject to the satisfaction or waiver of certain conditions, Purchaser will be merged with and into Silicon Image (the "Merger"), with Silicon Image continuing as the surviving corporation in the Merger (the "Surviving Corporation") and a wholly owned subsidiary of Parent. In the Merger, each Share issued and outstanding immediately prior to the date and time at which the Merger becomes effective (other than (i) Shares owned by Parent, Purchaser or any other direct or indirect wholly owned subsidiary of Parent, and Shares owned by Silicon Image (or any of their direct or indirect wholly owned subsidiaries), and (ii) Shares owned by stockholders who have validly exercised and perfected their appraisal rights in connection with the Merger under Delaware law with respect to such Shares) will be automatically converted into the right to receive the Offer Price, without interest thereon and less any applicable tax withholding. **Assuming the requirements of Section 251(h) of the General Corporation Law of the State of Delaware are satisfied, no stockholder vote will be required to adopt the Merger Agreement or to**

consummate the Merger. As a result of the Merger, Silicon Image will cease to be a publicly traded company and will become wholly owned by Parent. The Merger Agreement is more fully described in the Offer to Purchase. Under no circumstances will interest be paid on the purchase price for Shares, regardless of any extension of the Offer or any delay in making payment for Shares.

The Offer is conditioned upon, among other things, (a) that the Merger Agreement has not been terminated in accordance with its terms, and (b) the satisfaction of (i) the Minimum Condition (as defined below), (ii) the Regulatory Condition (as defined below), and (iii) the governmental authority condition (each of (a) and (b), as described and defined below, along with all other conditions to the Offer described in the Offer to Purchase, the "Offer Conditions"). The Minimum Condition requires that the number of Shares validly tendered in accordance with the terms of the Offer and not validly withdrawn (including any Shares tendered in the Offer pursuant to guaranteed delivery procedures that have been delivered pursuant to such procedures) on or prior to 12:00 midnight, New York City time, at the end of the day on March 9, 2015 (the "Expiration Time," unless Purchaser shall have extended the period during which the Offer is open in accordance with the Merger Agreement, in which event "Expiration Time" shall mean the latest time and date at which the Offer, as so extended by Purchaser, shall expire) which, together with any Shares then owned by Parent and Purchaser, shall equal at least a majority of all then outstanding Shares as of the Expiration Time. The Regulatory Condition requires that any applicable waiting period (or any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") relating to the purchase of Shares pursuant to the Offer or consummation of the Merger have expired or otherwise been terminated. The governmental authority condition requires that no governmental authority shall have enacted, issued, promulgated, enforced, entered or deemed applicable any law or order or legal proceeding which has the effect of enjoining or otherwise prohibiting the making of the Offer or the consummation of the Offer or the Merger or otherwise imposing limitations on or altering the terms of the transactions contemplated by the Merger Agreement. The Offer also is subject to other conditions, as described in the Offer to Purchase.

After careful consideration by the Board of Directors of Silicon Image, including a review of the terms and conditions of the Merger Agreement, in consultation with Silicon Image's financial and legal advisors, at a meeting of the Board of Directors of Silicon Image held on January 26, 2015, the Board of Directors of Silicon Image, among other things, unanimously: (i) adopted the Merger Agreement, (ii) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, taken together, are at a price and on terms that are fair to, and in the best interests of Silicon Image and Silicon Image's stockholders, (iii) approved the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger and (iv) recommended that Silicon Image's stockholders accept the Offer and tender their Shares to the Purchaser pursuant to the Offer.

The Merger Agreement provides that if (i) required by any law or order, or any rule, regulation or other requirement of the Securities and Exchange Commission (the "SEC") or the NASDAQ Stock Market LLC which is applicable to the Offer, Purchaser shall extend the Offer for any such required period, (ii) required by any other governmental authority, Purchaser shall extend the Offer for any period so required, (iii) at the Expiration Time, as the same may be extended from time to time, any of the Offer Conditions (other than the Minimum Condition and the Certification Condition (as defined below)) have not been satisfied or waived (to the extent permitted under applicable law), Purchaser shall extend the Offer for successive extension periods of up to ten business days each until the earlier of the termination of the Merger Agreement in accordance with its terms or 5:00 p.m., New York City time, on July 27, 2015, or (iv) at the Expiration Time, as the same may be extended from time to time, the Minimum Condition and the Offer Condition that Silicon Image's Chief Executive Officer and Chief Financial Officer have delivered to Parent and Purchaser a certificate certifying that the Offer conditions have been satisfied (the "Certification Condition") are the only Offer Conditions that have not been satisfied or waived, Purchaser shall, at the request of Silicon Image, extend the Offer for not more than two consecutive increments of not more than ten business days each in order to further seek to satisfy the Minimum Condition. Purchaser (a) may at any time extend the Offer for any period agreed by Parent and Silicon Image (subject to applicable law), (b) shall extend the Offer until the business day immediately following the expiration of a "matching" period as described in the Offer to Purchase if such "matching" period would expire after the Expiration Time and (c) shall extend the Offer until the business day immediately following the end of the marketing period related to the Merger if the Expiration Time falls within such marketing period. Other than in connection with the termination of the Merger Agreement,

Purchaser shall not terminate or withdraw the Offer without Silicon Image's consent. However, in no event is Purchaser required to extend the Offer beyond 5:00 p.m., New York City time, on July 27, 2015.

Subject to the applicable rules and regulations of the SEC, Purchaser expressly reserves the right to waive, in whole or in part, any condition to the Offer or modify the terms of the Offer, provided that without the consent of Silicon Image, Purchaser cannot (i) decrease the Offer Price, (ii) change the form of consideration to be paid in the Offer, (iii) reduce the number of Shares sought to be purchased in the Offer, (iv) amend or modify the Minimum Condition, (v) amend or modify any Offer Condition (other than the Minimum Condition) in a manner that adversely impacts Silicon Image or Silicon Image's stockholders, (vi) provide any "subsequent offering period" in accordance with Rule 14d-11 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or (vii) impose conditions to the Offer that are in addition to the Offer Conditions. Any extension, delay, termination or amendment of the Offer will be followed as promptly as practicable by public announcement thereof, and such announcement in the case of an extension will be made prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time in accordance with the public announcement requirements of Rules 14d-4(d), 14d-6(c) and l4e-1(d) under the Exchange Act. Without limiting the manner in which Purchaser may choose to make any public announcement, it currently intends to make announcements regarding the Offer by issuing a press release and making any appropriate filing with the SEC.

On the terms of and subject to the conditions to the Offer, promptly after the Expiration Time, Purchaser will accept for payment, and pay for, all Shares validly tendered to Purchaser in the Offer and not validly withdrawn (including Shares tendered in the Offer pursuant to guaranteed delivery procedures that have been delivered pursuant to such procedures) on or prior to the Expiration Time, and Shares tendered in the Offer pursuant to guaranteed delivery procedures that have been delivered pursuant to such procedures. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price for such Shares with the Depositary, which will act as paying agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. If Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to Parent and Purchaser's rights under the Offer and the Merger Agreement, the Depositary may retain tendered Shares on Purchaser's behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described in the Offer to Purchase and as otherwise required by Rule 14e-1(c) under the Exchange Act. **Under no circumstances will Purchaser pay interest on the purchase price for Shares by reason of any extension of the Offer or any delay in making such payment for Shares.**

In all cases, Purchaser will pay for Shares tendered and accepted for payment pursuant to the Offer only after timely receipt by the Depositary of (i)(a) the certificates evidencing such Shares (the "Share Certificates"), or (b) confirmation of a book-entry transfer of such Shares (a "Book-Entry Confirmation") into the Depositary's account at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the Offer to Purchase; provided that if such Shares are direct registration Shares, neither (a) nor (b) will be required, as provided in the Letter of Transmittal, (ii) the Letter of Transmittal (or a manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees, or in the case of a book-entry transfer, an Agent's Message (as described in the Offer to Purchase) in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share Certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

Shares tendered pursuant to the Offer may be withdrawn at any time on or prior to the Expiration Time. For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as described in the Offer to Purchase),

unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at DTC to be credited with the withdrawn Shares. Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by again following one of the procedures described in the Offer to Purchase at any time prior to the Expiration Time.

Purchaser will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and such determination will be final and binding. No withdrawal of Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Purchaser, Parent, or any of their respective affiliates or assigns, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Any determination made by Purchaser with respect to the validity of any withdrawal may be challenged by Silicon Image's stockholders, to the extent permitted by law, and is subject to review by a court of competent jurisdiction.

The information required to be disclosed by paragraph (d)(1) of Rule 14d-6 of the General Rules and Regulations under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

Silicon Image has provided Purchaser with Silicon Image's stockholder list and security position listings for the purpose of disseminating the Offer to Purchase, the related Letter of Transmittal and other related materials to holders of Shares. The Offer to Purchase and related Letter of Transmittal will be mailed to record holders of Shares whose names appear on Silicon Image's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The exchange of Shares for cash pursuant to the Offer or the Merger generally will be a taxable transaction to U.S. holders for United States federal income tax purposes and may also be a taxable transaction under applicable state, local or foreign income tax or other tax laws. See the Offer to Purchase for a more detailed discussion of the tax treatment of the Offer. Each holder of Shares should consult with its tax advisor as to the particular tax consequences to such holder of exchanging Shares for cash in the Offer and the Merger.

The Offer to Purchase and the related Letter of Transmittal contain important information. Holders of Shares should carefully read both documents in their entirety before making any decision with respect to the Offer.

Questions and requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth below. Requests for copies of the Offer to Purchase and the related Letter of Transmittal may be directed to the Information Agent. Such copies will be furnished promptly at Purchaser's expense. Stockholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer. Purchaser will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent or the Depositary) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

501 Madison Avenue, 20th floor
New York, New York 10022
Shareholders may call toll free: (888) 750-5834
Banks and Brokers may call collect: (212) 750-5833

February 9, 2015

Exhibit (b)(1)

Execution Version

JEFFERIES FINANCE LLC
520 Madison Avenue
New York, New York 10022

HSBC BANK USA, N.A.
HSBC SECURITIES (USA) INC.
452 Fifth Avenue, 3rd Floor
New York, New York 10018

February 9, 2015

PROJECT KINNECT
AMENDED AND RESTATED COMMITMENT LETTER

Lattice Semiconductor Corporation
5555 N.E. Moore Ct.
Hillsboro, Oregon 97124

Attention: Joe Bedewi, CFO

Re: Acquisition of Silicon Image, Inc.

Ladies and Gentlemen:

Reference is made to the Commitment Letter (the "***Prior Commitment Letter***"), dated as of January 26, 2015, by and between Lattice Semiconductor Corporation, a Delaware corporation (the "***Acquiror***" or "***you***") and Jefferies Finance LLC ("***Jefferies Finance***"). This Amended and Restated Commitment Letter (including the exhibits, schedules and annexes hereto, collectively, this "***Commitment Letter***") by and between you, Jefferies Finance, HSBC Bank USA, N.A. and HSBC Securities (USA) Inc. (together, "***HSBC***" and collectively with Jefferies Finance, the "***Commitment Parties***" or "***we***" or "***us***") amends, restates and supersedes and replaces in its entirety as of the date hereof the Prior Commitment Letter, and such Prior Commitment Letter shall be of no further force or effect.

You have advised us that you intend to acquire (the "***Acquisition***") all of the issued and outstanding common shares of Silicon Image, Inc., a Delaware corporation (the "***Target***" and, together with its subsidiaries, the "***Acquired Business***"). We understand that the Acquisition will be effected by way of a tender offer followed by a merger (the "***Merger***") whereby, among other things, (i) all of the issued and outstanding common shares of the Target will be transferred from the holders thereof to the Acquiror or a wholly-owned subsidiary of the Acquiror ("***MergerCo***") in exchange for the cash consideration per share from the Acquiror or MergerCo pursuant to the Merger Agreement and (ii) the Target will become a direct or indirect wholly-owned subsidiary of the Acquiror (which, to the extent such subsidiary is not a direct domestic wholly-owned subsidiary of the Acquiror on the Closing Date, shall be further merged with and into (or shall contribute its U.S. assets to or shall become a direct wholly-owned domestic subsidiary of) the Borrower following the Closing Date in accordance with the Definitive Debt Documents). Capitalized terms used but not defined herein and defined in any exhibit hereto have the meanings assigned to them in such exhibit.

You have advised us that the total purchase price for the Acquisition (excluding fees, commissions and expenses) (the "***Purchase Price***") will be financed from the following sources:

(i) $350.0 million under a senior secured term loan facility having the terms set forth in Exhibit A hereto (the "***Term Loan Facility***") and

(ii) cash on hand of the Acquiror and its subsidiaries in a minimum amount of no less than $225.0 million (the "***Equity Financing***"); *provided* that any reduction in total cash consideration required to consummate the Acquisition under the Merger Agreement shall result in a corresponding reduction in the amount of the Equity Financing.

The transaction described in clause (i) above is referred to as the "***Debt Financing***" and, together with the Acquisition and the Merger and the payment of all related fees, commissions and expenses are collectively referred to as the "***Transactions***." You and your subsidiaries (and following the Acquisition, the Target and its subsidiaries) are collectively referred to herein as the "***Company***." As used in this Commitment Letter and the other Debt Financing Letter (as defined below), the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

1. The Commitments.

Jefferies Finance is pleased to inform you that it hereby commits, directly or through one or more of its affiliates, to provide $280.0 million of the Term Loan Facility. HSBC is pleased to inform you that it hereby commits, directly or through one or more of its affiliates, to provide $70.0 million of the Term Loan Facility. The commitments of Jefferies Finance and HSBC are several and not joint.

The commitments described in this Section 1 are collectively referred to herein as the "***Commitments***." Our Commitments are, in each case, on the terms and subject to the conditions set forth in (i) this Commitment Letter and (ii) the amended and restated fee letter, dated the date hereof (the "***Fee Letter***" and, together with this Commitment Letter, the "***Debt Financing Letters***"), between you and us. The terms of this Commitment Letter are intended as an outline of certain of the material provisions of the Term Loan Facility, but do not include all of the terms, covenants, representations, warranties, default clauses and other provisions that will be contained in the definitive documents relating to the Debt Financing, which shall be prepared by our counsel (collectively, the "***Definitive Debt Documents***"); *provided* that there shall be no closing condition contained in the Definitive Debt Documents that is not specifically set forth in Section 3 hereof, on Exhibit A to this Commitment Letter under the heading "Conditions Precedent to Initial Borrowing" or on Exhibit B to this Commitment Letter. Those matters that are not covered or made clear in the Debt Financing Letters are subject to mutual agreement of the parties hereto. No party hereto has been authorized by us to make any oral or written statements or representations that are inconsistent with the Debt Financing Letters.

2. Titles and Roles. As consideration for the Commitments, you hereby agree that you hereby retain and will cause your affiliates to retain (a) Jefferies Finance or its designee to act as the sole administrative agent, sole collateral agent, joint book-runner, and joint lead arranger for you and your affiliates in connection with the Term Loan Facility and (b) HSBC or its designee to act as joint book-runner and joint lead arranger for you and your affiliates in connection with the Term Loan Facility.

It is further agreed that Jefferies Finance shall have "left side" designation and shall appear on the top left in any marketing materials or other documentation used in connection with the marketing of the Term Loan Facility and shall hold the leading role and responsibilities associated with such designation, including maintaining sole "physical books" and syndication rights in respect of the Term Loan Facility.

No other agents, co-agents, arrangers, bookrunners or managers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by this Commitment Letter and the Fee Letter) shall be paid in connection with the Term Loan Facility, unless mutually agreed.

3. Conditions Precedent. The closing of the Term Loan Facility and the making of the initial loans thereunder on the Closing Date are conditioned solely upon satisfaction or waiver by us of each of the following conditions: (i) since September 30, 2014, there shall not have occurred or existed and be continuing as of immediately prior to the Closing Date, a Company Material Adverse Effect (as defined below); (ii) the Specified Merger Agreement Representations (as defined below) and the Specified Representations (as defined below) shall be true and correct in all material respects (provided, that any representation and warranty that is qualified as to "materiality," "material adverse effect" or similar language shall be true and correct in all respects (after giving effect to any such qualification therein)), and (iii) the conditions referred to on Exhibit B to this Commitment Letter.

For purposes hereof, "***Company Material Adverse Effect***" shall mean any fact, circumstance, event, change, development, occurrence or effect that, individually or when taken together with all other such facts, circumstances, events, changes, developments, occurrences or effects that exist on or prior to the date of determination of the occurrence of the Company Material Adverse Effect, is or is reasonably likely to be or become materially adverse to the business, assets (including intangible assets), liabilities, operations, condition (financial or otherwise) or results of operations of the Company and its Subsidiaries, taken together as a whole; *provided*, *however*, that, for purposes of clause (i), none of the following, individually or in the aggregate, shall be deemed to be or constitute a Company Material Adverse Effect, or be taken into account when determining whether a Company Material Adverse Effect has occurred, is reasonably likely to occur, or would reasonably be expected to occur:

(i) any general economic, financial, political or business conditions, or credit or capital market conditions in the United States or elsewhere in the world (or changes in such conditions), to the extent that such changes do not have a disproportionate impact on the Company and its Subsidiaries, taken as a whole, as compared to other participants in the industries in which the Company and its Subsidiaries conduct their businesses;

(ii) any conditions in the industry or industries in which the Company or its Subsidiaries conducts business (or changes in such conditions, including changes in the use, adoption or non-adoption of industry standards), to the extent that such changes do not have a disproportionate impact on the Company and its Subsidiaries, taken as a whole, as compared to other participants in the industries in which the Company and its Subsidiaries conduct their businesses;

(iii) any changes after the date hereof in Laws or GAAP or the interpretations thereof applicable to the Company or any of its Subsidiaries (in which case only the disproportionate portion of such impact may be taken into account in determining whether a Company Material Adverse Effect has occurred);

(iv) any changes in trading price of Company Shares or the trading volume of Company Shares or any failure to meet internal or published projections, estimates, or forecasts for revenue, bookings, earning or other financial performance or results of operations for any period and any resulting analyst downgrade of the Company's securities; provided that the underlying causes of such decline, change or failure, may be considered in determining whether there was a Company Material Adverse Effect;

(v) any event, change, development or occurrence to the extent resulting from the execution, announcement or pendency or consummation of this Agreement or the transactions contemplated herein (including the Offer and the Merger) (including the identity of Parent), including any Legal Proceedings, departures of officers or employees, changes in relationships with suppliers, licensees, licensors or customers or other business relations to the extent resulting therefrom;

(vi) any event, change, development or occurrence to the extent resulting from any action required to be taken by the Company pursuant to this Agreement or at the written request of Parent;

(vii) any event, change, development or occurrence to the extent resulting from any force majeure event, including earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires, epidemics, quarantine restrictions or other natural disasters or weather conditions in the United States or elsewhere in the world, to the extent that such changes do not have a disproportionate impact on the Company and its Subsidiaries, taken as a whole, as compared to other participants in the industries in which the Company and its Subsidiaries conduct their businesses;

(viii) any national or international political conditions, acts of war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, sabotage or terrorism or other international or national calamity or any material worsening of such conditions threatened or existing as of the date of this Agreement, to the extent such changes do not adversely affect the Company and the Company Subsidiaries, taken as a whole, in a disproportionate manner relative to other similarly situated participants in the industries in which the Company and the Company Subsidiaries operate; and

(ix) any stockholder class action litigation, derivative or similar litigation arising out of or in connection with or relating to this Agreement and the transactions contemplated hereby, including allegations of a breach of fiduciary duty, including by members of the Company Board or any Company officer or alleged misrepresentation in public disclosure.

For purposes of the foregoing definition of Company Material Adverse Effect, capitalized terms used therein shall have the meanings assigned to such terms in the Merger Agreement.

Notwithstanding anything in the Debt Financing Letters, the Definitive Debt Documents or any other agreements relating to the financing of the Transactions to the contrary, (i) the only representations and warranties the accuracy of which shall be a condition to the availability of the Term Loan Facility and the making of the initial loans on the Closing Date shall be (A) such of the representations and warranties made by the Acquired Business in the Merger Agreement as are material to the interests of the Lenders or the Lead Arrangers, but only to the extent that you have (or your applicable affiliate has) the right to terminate your (or its) obligations under the Merger Agreement or decline to consummate the Acquisition as a result of a breach of such representations and warranties (as determined without giving effect to any waiver, amendment or other modification thereto) (collectively, the

"***Specified Merger Agreement Representations***") and (B) the Specified Representations and (ii) the terms of the Definitive Debt Documents shall be in a form such that they do not impair availability of the Term Loan Facility and the making of the initial loans on the Closing Date if the conditions expressly set forth herein and in the Term Sheet are satisfied (it being understood that, to the extent any insurance certificates or Collateral (including the creation or perfection of any security interest) (other than to the extent that a lien on any such Collateral may be perfected (I) by the filing of a financing statement under the Uniform Commercial Code, (II) by the delivery of stock certificates of Borrower's domestic subsidiaries (including Target and its domestic subsidiaries other than the Consortia Subsidiaries (as defined on Exhibit A)) together with undated stock powers executed in blank or (III) by the filing of a security agreement on the applicable form with the United States Patent and Trademark Office or the United States Copyright Office) is not or cannot be provided or perfected on the Closing Date after your use of commercially reasonable efforts to do so, the provision and/or the perfection of such Collateral or insurance certificates shall not constitute a condition precedent to the availability of the Term Loan Facility and the making of the initial loans on the Closing Date, but shall be required to be provided or perfected after the Closing Date by such date as may be mutually agreed (and in any event within 90 days following the Closing Date unless otherwise agreed to by the Administrative Agent). For purposes hereof, "***Specified Representations***" means the representations and warranties set forth in the Definitive Debt Documents relating to corporate or other organizational existence, organizational power and authority (as to execution, delivery and performance of the applicable Definitive Debt Documents) of the Credit Parties (as defined on Exhibit A), the due authorization, execution, delivery and enforceability of the applicable Definitive Debt Documents (subject to the limitations set forth in the immediately preceding sentence), solvency of the Acquiror and its subsidiaries on a consolidated basis on the Closing Date (with such representation to be consistent with the representation set forth in Exhibit C hereto), no conflicts of the Definitive Debt Documents with charter documents or material laws, Federal Reserve margin regulations, the Patriot Act, OFAC, FCPA, the Investment Company Act, and, subject to customary permitted liens to be mutually agreed upon and the limitations set forth in the prior sentence, the creation, validity, perfection and priority of security interests. This Section 3 shall be referred to herein as the "***Certain Funds Provision***". We agree that notwithstanding anything else in the Debt Financing Letters to the contrary, we will fund the Term Loan Facility on the Closing Date so long as the conditions precedent in this Section 3 and in Exhibit B attached to this Commitment Letter have been satisfied.

4. Syndication.

(a) We reserve the right, at any time prior to or after execution of the Definitive Debt Documents, to syndicate all or part of our Commitments to a syndicate of banks, financial institutions and other entities (which may include us and our affiliates) identified by us in consultation with you (collectively, the "***Lenders***"); *provided* that no assignment of any part of our Commitments prior to the Closing Date will reduce or relieve us of our obligation to fund on the Closing Date such portion of the Commitment to the extent any Lender fails to fund such portion of the Commitments on the Closing Date; *provided*, *further*, that unless you agree in writing, we shall retain exclusive control over the rights and obligations with respect to the Commitments in respect of the Term Loan Facility, including all rights with respect to consents, modifications, supplements and amendments, until the Closing Date has occurred. Jefferies Finance will exclusively manage all aspects of any syndication in consultation with you, including decisions as to the selection of prospective Lenders to be approached, when they will be approached, when their commitments will be accepted, which prospective Lenders will participate, the allocation of the commitments among the Lenders, and the amount and distribution of fees. To assist us in our syndication efforts, you agree to prepare and provide (and to use your commercially reasonable efforts to cause the Acquired Business to prepare and provide) promptly to us all customary information with respect to the Company, the Transactions and the other transactions contemplated hereby, including such Projections

(defined below) as we may reasonably request in connection with the syndication of the Commitments; *provided* that, following the consummation of the Acquisition, you shall cause the Acquired Business to prepare and provide us with such information. It is understood and agreed that the syndication of any part of the Term Loan Facility is not a condition to the funding of the Term Loan Facility.

(b) We intend to commence our syndication efforts promptly upon your execution of this Commitment Letter, and you agree to (and (x) prior to the consummation of the Acquisition, your using commercially reasonable efforts to cause, and (y) thereafter, to cause the Acquired Business to) assist us actively to complete a timely syndication that is reasonably satisfactory to us until the date that is the earlier of (i) 90 days after the Closing Date and (ii) the date on which a Successful Syndication (as defined in the Fee Letter) is achieved (such earlier date, the "***Syndication Date***"). Such assistance shall include:

(i) using commercially reasonable efforts to ensure that our syndication efforts benefit materially from your existing lending and investment banking relationships,

(ii) direct contact between your senior management, representatives and advisors, on the one hand, and the senior management, representatives and advisors of the proposed Lenders, on the other hand (and (x) prior to the consummation of the Acquisition, your using commercially reasonable efforts to cause, and (y) thereafter, to cause direct contact between senior management, representatives and advisors of the Acquired Business and the proposed Lenders, on the one hand, and the senior management, representatives and advisors of the proposed Lenders, on the other hand),

(iii) your assistance (and (x) prior to the consummation of the Acquisition, your using commercially reasonable efforts to cause, and (y) thereafter, to cause the Acquired Business to assist) in the prompt preparation of one or more confidential information memoranda (each, a "***Confidential Information Memorandum***") and other marketing materials to be used in connection with the syndication of our Commitments (together with all Confidential Information Memoranda, the "***Materials***"),

(iv) your using commercially reasonable efforts to obtain a monitored public corporate rating and a monitored public corporate family rating for the Acquiror from each of Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. ("***S&P***") and Moody's Investors Service, Inc. ("***Moody's***"), respectively, and monitored public facility ratings from each of S&P and Moody's for the Term Loan Facility, and

(v) the hosting, with us, of meetings with prospective Lenders at such times and in such places as mutually agreed.

(c) You agree, at our request, to assist in the preparation of a version of any Materials consisting exclusively of information and documentation that is either (i) publicly available or (ii) not material with respect to the Company or any of its securities for purposes of United States federal and state securities laws (such information and Materials, "***Public Information***"). Unless specifically labeled "Public" the Materials will be deemed to contain Material Non-Public Information (as defined below). Any information and documentation that is not Public Information is referred to herein as "***Material Non-Public Information***." You agree to identify Materials that contain only Public Information and that if also labelled "Public", the Lead Arrangers may distribute the Materials as only containing Public Information. You acknowledge and agree that the following documents may be distributed to potential Lenders wishing to receive solely Public Information (unless you notify us promptly that any such document contains Material Non-Public Information): (i) drafts and final

Definitive Debt Documents with respect to the Term Loan Facility that you have had a reasonable opportunity to review, (ii) administrative materials prepared by us for prospective Lenders (including lender meeting invitations, Lender allocations, if any, and funding and closing memoranda), and (iii) notification of changes in the terms of the Term Loan Facility.

(d) You agree that all Materials and Information (as defined below) (including draft and execution versions of the Definitive Debt Documents and draft or final offering materials relating to contemporaneous or prior securities issuances by the Company) may be disseminated in accordance with our standard syndication practices (including through hard copy and via one or more internet sites (including an IntraLinks, SyndTrak or similar workspace), e-mail or other electronic transmissions). Without limiting the foregoing, you authorize, and will obtain contractual undertakings from the Acquired Business to authorize, the use of your and its logos in connection with any such dissemination. You further agree that, at our expense, we may place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the Internet or worldwide web as we may choose, and circulate similar promotional materials, after the closing of the Transactions in the form of a "tombstone" or otherwise, containing information customarily included in such advertisements and materials, including (i) the names of the Company and its affiliates (or any of them), (ii) our and our affiliates' titles and roles in connection with the Transactions, and (iii) the amount, type and closing date of such Transactions.

(e) Notwithstanding anything to the contrary herein, the Term Loan Facility and the making of the initial loans on the Closing Date shall not be conditioned on the syndication of the Commitments or of any loans under the Definitive Debt Documents, or on your performance of your obligations set forth in this Section 4.

5. Information. You represent, warrant and covenant that (and, with respect to the Target and its subsidiaries, to your knowledge that):

(a) all written information and data other than the Projections and information of a general economic or industry-specific nature (including the Materials, the "***Information***") that has been or will be made available to us by or on behalf of you or the Acquired Business or any of your or their respective representatives is or will be, when furnished, complete and correct in all material respects,

(b) none of the Information shall, when furnished or on the Closing Date and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements are made, and

(c) all projections and other forward-looking information that have been or will be made available to us by or on behalf of you or the Acquired Business or any of your or their respective representatives (collectively, the "***Projections***") have been or will be prepared in good faith based upon (i) accounting principles consistent with the most recent historical audited financial statements of the Acquiror, unless stated otherwise in the Projections and (ii) assumptions believed by you in good faith to be reasonable at the time made and at the time the related Projections are made available to us (it being understood that any such Projections are subject to uncertainties and contingencies, some of which are beyond your control, that no assurance can be given that any particular Projections will be realized, that actual results may differ and that such differences may be material).

You agree that, if at any time prior to the later of the Closing Date and the Syndication Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect if the Information or Projections were then being furnished and such representations and warranties were then being made, you shall, at such time, supplement promptly such Information and/or Projections, as the case may be, in order that such representations and warranties will be correct under those circumstances.

You shall be solely responsible for Information, including the contents of all Materials. We (i) will be relying on Information and data provided by or on behalf of you or the Acquired Business or any of your or its representatives or otherwise available from generally recognized public sources, without having independently verified the accuracy or completeness of the same, (ii) do not assume responsibility for the accuracy or completeness of any such Information and data and (iii) will not make an appraisal of your assets or liabilities or those of the Acquired Business. You shall (i) furnish us with all Information and data that we may reasonably request in connection with our activities on behalf of you and your affiliates and (ii) provide us full access, as reasonably requested, to your respective officers, directors, employees and professional advisors and use commercially reasonable efforts to provide us full access, as reasonably requested, to those of the Acquired Business; *provided* that, following the consummation of the Acquisition, you shall cause the Acquired Business to provide us full access, as reasonably requested, to such persons or entities.

6. Clear Market. You agree that, from the date hereof until the earlier of (a) the date on which a Successful Syndication has been achieved, *provided* such date shall not be earlier than the Closing Date, and (b) the date that is 90 days after the Closing Date, you will not, and you will not permit the Acquired Business or any of your or its respective subsidiaries to, directly or indirectly, syndicate, place, sell or issue, or offer to syndicate, place, sell or issue, any debt facility or debt security of you, the Acquired Business or any of your or its respective affiliates (other than the Debt Financing contemplated hereby), including any renewals or refinancings of any existing debt facility, without our prior written consent, which may be given or withheld in our sole discretion.

7. Fees and Expenses. As consideration for the Commitments and our other undertakings hereunder, you hereby agree to pay or cause to be paid to us the fees and reasonable and documented out-of-pocket expenses and other amounts set forth in the Debt Financing Letters.

8. Indemnification and Waivers. As consideration for the Commitments and our other undertakings hereunder, you agree to the provisions with respect to indemnification, waivers and other matters contained in Annex A hereto, which is hereby incorporated by reference in this Commitment Letter.

9. Confidentiality. This Commitment Letter is delivered to you on the understanding that neither the existence of this Commitment Letter or the Fee Letter nor any of their terms or substance will be disclosed, directly or indirectly, to any other person or entity except (a) as required by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof and to cooperate with us in securing a protective order in respect thereof to the extent lawfully permitted to do so), (b) to your officers, directors, employees, attorneys, accountants and advisors on a confidential basis and only in connection with the Transactions, (c) the existence and the contents of this Commitment Letter (but not the Fee Letter) may be disclosed to rating agencies in connection with their review of the Term Loan Facility or the Company, (d) the information contained in this Commitment Letter (but not that contained in the Fee Letter) may be disclosed in any Confidential Information Memorandum or in connection with the syndication of the Term Loan Facility, (e) this Commitment Letter or the existence and contents of this Commitment Letter (but not the Fee Letter) may be included in customary public disclosures, including on Form 8-K and Schedule TO to the extent determined by you in good faith to be required by applicable law, (f) this Commitment Letter (but not the Fee Letter other than to the extent redacted in a manner satisfactory to us) may be disclosed to the Acquired Business and its shareholders, officers, directors, employees, attorneys, accountants and advisors, in each case on a confidential basis and only in

connection with the Transactions, (g) the existence and contents of this Commitment Letter (but not the Fee Letter) may be disclosed by the Acquired Business to the extent determined by the Acquired Business in good faith to be required by applicable law and (h) in connection with the enforcement of your rights under the Debt Financing Letters. You may also disclose the aggregate amount of fees payable under the Fee Letter as part of a generic disclosure regarding sources and uses (but without disclosing any specific fees set forth therein) in connection with any customary disclosure regarding the Term Loan Facility not prohibited by this Section 9.

We shall use all nonpublic information received by us in connection with the Debt Financing Letters and the Transactions and the existence and terms of the Term Loan Facility solely for the purposes of negotiating, evaluating and consulting on the transactions contemplated hereby and providing the services that are the subject of this Commitment Letter and shall treat confidentially all such information; *provided*, however, that nothing herein shall prevent the Commitment Parties or any of their affiliates from disclosing such information (a) to rating agencies, (b) to any Lenders or participants or prospective Lenders or participants, (c) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable law or regulations (in which case we or our applicable affiliate shall promptly notify you, in advance, to the extent permitted by law), (d) upon the request or demand of any regulatory authority having jurisdiction over us or any of our affiliates (in which we or such affiliate shall, except with respect to any audit or examination conducted by accountants or any governmental regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent lawfully permitted to do so), (e) to our officers, directors, employees, legal counsel, independent auditors, professionals, advisors and other experts or agents (collectively, "***Representatives***") who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (f) to any of our affiliates (and such affiliates' Representatives) (provided that any such affiliate is advised of its obligation to retain such information as confidential, and we shall be responsible for our affiliates' compliance with this paragraph) solely in connection with the Transactions, (g) to the extent any such information becomes publicly available other than by reason of disclosure by us, our affiliates or Representatives in breach of this Commitment Letter, (h) to the extent that such information is received by us from a third party that is not, to our knowledge, subject to confidentiality obligations owing to you, the Acquired Business or any of your or its respective affiliates or related parties, (i) to the extent that such information is independently developed by us, (j) for purposes of establishing a "due diligence" defense or (k) in connection with the enforcement of our rights under the Debt Financing Letters; provided that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you, including, without limitation, as agreed in any confidential information memorandum or other marketing materials) in accordance with our standard syndication processes or customary market standards for dissemination of such type of information. The provisions of this paragraph shall automatically terminate on the earlier of (i) two years following the date of this Commitment Letter or (ii) upon execution of the Definitive Debt Documents (in which case, the confidentiality provisions thereof shall govern).

10. Conflicts of Interest. You acknowledge and agree that:

(a) we and/or our affiliates and subsidiaries (the "***Arranger Group***"), in our and their respective capacities as principal or agent are involved in a wide range of commercial banking and investment banking activities globally (including investment advisory, asset management, research, securities issuance, trading, and brokerage) from which conflicting interests or duties may arise and, therefore, conflicts may arise between (i) our interests and duties hereunder and (ii) the duties or interests or other duties or interests of another member of the Arranger Group,

(b) we and any other member of the Arranger Group may, at any time, (i) provide services to any other person, (ii) engage in any transaction (on our or its own account or otherwise) with respect to you or any member of the same group as you or (iii) act in relation to any matter for any other person whose interests may be adverse to you or any member of your group (a "***Third Party***"), and may retain for our or its own benefit any related remuneration or profit, notwithstanding that a conflict of interest exists or may arise and/or any member of the Arranger Group is in possession or has come or comes into possession (whether before, during or after the consummation of the transactions contemplated hereunder) of information confidential to you; *provided* that such confidential information shall not be used by us or any other member of the Arranger Group in performing services or providing advice to any Third Party. Nothing in this Section 10 or elsewhere in the Debt Financing Letters, however, effects our obligations under Section 9 of this Commitment Letter. You accept that permanent or *ad hoc* arrangements/information barriers may be used between and within our divisions or divisions of other members of the Arranger Group for this purpose and that locating directors, officers or employees in separate workplaces is not necessary for such purpose,

(c) information that is held elsewhere within us or the Arranger Group, but of which none of the individual directors, officers or employees having primary responsibility for the consummation of the transactions contemplated by this Commitment Letter actually has knowledge (or can properly obtain knowledge without breach of internal procedures), shall not for any purpose be taken into account in determining our responsibilities to you hereunder,

(d) neither we nor any other member of the Arranger Group shall have any duty to disclose to you, or utilize for your benefit, any non-public information acquired in the course of providing services to any other person, engaging in any transaction (on our or its own account or otherwise) or otherwise carrying on our or its business,

(e) (i) neither we nor any of our affiliates have assumed any advisory responsibility or any other obligation in favor of the Company or any of its affiliates except the obligations to you expressly provided for under the Debt Financing Letters and that certain Engagement Letter, dated as of November 14, 2014 between you and Jefferies LLC, (ii) we and our affiliates, on the one hand, and the Company and its affiliates, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor does the Company or any of its affiliates rely on, any fiduciary duty on the part of us or any of our affiliates and (iii) we are (and are affiliated with) full service financial firms and as such may effect from time to time transactions for our own account or the account of customers, and hold long or short positions in debt, equity-linked or equity securities or loans of companies that may be the subject of the transactions contemplated by this Commitment Letter (and, in particular, we and any other member of the Arranger Group may at any time hold debt or equity securities for our or its own account in the Company). With respect to any securities and/or financial instruments so held by us, any of our affiliates or any of our respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of such rights, in its sole discretion. You hereby waive and release, to the fullest extent permitted by law, any claims you have, or may have, with respect to (i) any breach or alleged breach of fiduciary duty or (ii) any conflict of interest arising from such transactions, activities, investments or holdings, or arising from our failure or the failure of any of our affiliates to bring such transactions, activities, investments or holdings to your attention, and

(f) neither we nor any of our affiliates are advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated by the Debt Financing Letters, and neither we nor our affiliates shall have responsibility or liability to you with respect thereto. Any review by us, or on our behalf, of the Company, the Transactions, the other transactions contemplated by the Debt Financing Letters or other matters relating to such transactions will be performed solely for our benefit and shall not be on behalf of you or any of your affiliates.

11. Choice of Law; Jurisdiction; Waivers. The Debt Financing Letters, and any claim, controversy or dispute arising under or related to the Debt Financing Letters (whether in contract or tort), shall be governed by, and construed in accordance with, the laws of the State of New York. To the fullest extent permitted by applicable law, you hereby irrevocably submit to the exclusive jurisdiction of any New York State court or federal court sitting in the County of New York and the Borough of Manhattan in respect of any claim, suit, action or proceeding arising out of or relating to the provisions of any Debt Financing Letter and irrevocably agree that all claims in respect of any such claim, suit, action or proceeding may be heard and determined in any such court and that service of process therein may be made by certified mail, postage prepaid, to your address set forth above. You and we hereby waive, to the fullest extent permitted by applicable law, any objection that you or we may now or hereafter have to the laying of venue of any such claim, suit, action or proceeding brought in any such court, and any claim that any such claim, suit, action or proceeding brought in any such court has been brought in an inconvenient forum. You and we hereby waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any claim, suit, action or proceeding (whether based upon contract, tort or otherwise) arising out of or relating to the Debt Financing Letters, any of the Transactions or any of the other transactions contemplated hereby or thereby. The provisions of this Section 11 are intended to be effective upon the execution of this Commitment Letter without any further action by you, and the introduction of a true copy of this Commitment Letter into evidence shall be conclusive and final evidence as to such matters.

12. Miscellaneous.

(a) This Commitment Letter may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed signature page of this Commitment Letter by facsimile, PDF or other electronic transmission will be effective as delivery of a manually executed counterpart hereof.

(b) You may not assign any of your rights, or be relieved of any of your obligations, under this Commitment Letter without our prior written consent, which may be given or withheld in our sole discretion (and any purported assignment without such consent shall be null and void). We may at any time and from time to time assign all or any portion of our Commitments hereunder to one or more of our affiliates or to one or more Lenders; *provided* that no assignment of any part of our Commitments prior to the Closing Date will reduce or relieve us of our obligation to fund on the Closing Date such portion of the Commitments to the extent any Lender fails to fund such portion of the Commitments on the Closing Date; *provided, further*, that unless you agree in writing, we shall retain exclusive control over the rights and obligations with respect to the Commitments in respect of the Term Loan Facility, including all rights with respect to consents, modifications, supplements and amendments, until the Closing Date has occurred. Any and all obligations of, and services to be provided by, us hereunder (including the Commitments) may be performed, and any and all of our rights hereunder may be exercised, by or through any of our affiliates or branches and we reserve the right to allocate, in whole or in part, to our affiliates or branches certain fees payable to us in such manner as we and our affiliates may agree in our and their sole discretion. You further acknowledge that we may share with any of our affiliates, and such affiliates may share with us, any information relating to the Transactions, you, and the Acquired Business (and your and their respective affiliates), or any of the matters contemplated in the Debt Financing Letters, in each case subject to Section 9 of this Commitment Letter.

(c) This Commitment Letter has been and is made solely for the benefit of you, us and the indemnified persons (as defined in Annex A hereto) and your, our and their respective successors and assigns, and nothing in this Commitment Letter, expressed or implied, is intended to confer or does confer on any other person or entity any rights or remedies under or by reason of this Commitment Letter or your and our agreements contained herein.

(d) The Debt Financing Letters set forth the entire understanding of the parties hereto as to the scope of the Commitments and our obligations hereunder and thereunder. The Debt Financing Letters supersede all prior understandings and proposals, whether written or oral, between us and you relating to any financing or the transactions contemplated hereby and thereby.

(e) You agree that we or any of our affiliates may disclose information about the Transactions that is Public Information to market data collectors and similar service providers to the financing community.

(f) We hereby notify you that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Pub. L. 109-177 (signed into law March 9, 2006) (as amended from time to time, the "***Patriot Act***"), we and each Lender may be required to obtain, verify and record information that identifies the Credit Parties, which information includes the name, address, tax identification number and other information regarding the Credit Parties that will allow us or such Lender to identify the Credit Parties in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective as to us and each Lender. You agree that we shall be permitted to share any or all such information with the Lenders.

13. Amendment; Waiver. This Commitment Letter may not be modified or amended except in a writing duly executed by the parties hereto. No waiver by any party of any breach of, or any provision of, this Commitment Letter shall be deemed a waiver of any similar or any other breach or provision of this Commitment Letter at the same or any prior or subsequent time. To be effective, a waiver must be set forth in writing signed by the waiving party and must specifically refer to this Commitment Letter and the breach or provision being waived.

14. Surviving Provisions. Notwithstanding anything to the contrary in this Commitment Letter: (i) Sections 7 to and including 15 hereof shall survive the expiration or termination of this Commitment Letter, regardless of whether the Definitive Debt Documents have been executed and delivered or the Transactions consummated, and (ii) Sections 2 and 4 to and including 6 hereof shall survive execution and delivery of the Definitive Debt Documents and the consummation of the Transactions until the earlier of the date on which a Successful Syndication has been achieved and the date that is 90 dates after the Closing Date.

15. Acceptance, Expiration and Termination. Please indicate your acceptance of the terms of the Debt Financing Letters by returning to us executed counterparts of the Debt Financing Letters not later than 5:00 p.m., New York City time, on February 9, 2015 (the "***Deadline***"). The Debt Financing Letters are conditioned upon your contemporaneous execution and delivery to us, and the contemporaneous receipt by us, of executed counterparts of each Debt Financing Letter on or prior to the Deadline. This Commitment Letter will expire at such time in the event that you have not returned such executed counterparts to us by such time. Thereafter, except with respect to any provision that expressly survives pursuant to Section 14, this Commitment Letter (but not the Fee Letter) will terminate automatically on the earliest of (i) the date of termination or abandonment of the Merger Agreement

without consummation of the Acquisition, (ii) the closing of the Acquisition, (iii) the acceptance by the Target or any of its affiliates (or any of their respective equityholders) of an offer for all or any substantial part of the capital stock or property and assets of the Acquired Business (or any parent company thereof) other than as part of the Transactions, and (iv) 5:00 p.m., New York City time, on July 27, 2015.

[Remainder of page intentionally blank]

We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

JEFFERIES FINANCE LLC

By: /s/ Brian Buoye
Name: Brian Buoye
Title: Managing Director

HSBC SECURITIES (USA) INC.

By: /s/ Richard Jackson
Name: Richard Jackson
Title: Global Head of LAF

HSBC BANK USA, N.A.

By: /s/ Richard Jackson
Name: Richard Jackson
Title: Global Head of LAF

Accepted and agreed to as of the
date first above written:

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron W. Milstead
Title: Corporate Vice President & General Counsel

ANNEX A TO COMMITMENT LETTER

INDEMNIFICATION AND WAIVER

Except as otherwise defined in this Annex A, capitalized terms used but not defined herein have the meanings assigned to them elsewhere in this Commitment Letter.

The Acquiror ("***you***") hereby agrees (i) to indemnify and hold harmless Jefferies Finance, HSBC (collectively, "***we***" or "***us***" or the "***Lead Arrangers***"), the Commitment Parties in the Debt Financing and each of our and their respective affiliates and subsidiaries (including Jefferies LLC) and each of the respective officers, directors, partners, trustees, employees, affiliates, shareholders, advisors, agents, representatives, attorneys-in-fact and controlling persons of each of the foregoing (each, an "***indemnified person***") from and against any and all losses, claims, damages and liabilities (collectively, "***Losses***") to which any such indemnified person, directly or indirectly, may become subject arising out of, relating to, resulting from or otherwise in connection with the Debt Financing Letters, the Debt Financing, the use of the proceeds therefrom, the Transactions, any of the other transactions contemplated by the Debt Financing Letters, or any action, claim, suit, litigation, investigation, inquiry or proceeding (each, a "***Claim***") directly or indirectly arising out of, relating to, resulting from or otherwise in connection with any of the foregoing **(IN ALL CASES, WHETHER OR NOT CAUSED OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNIFIED PERSON)**, regardless of whether any indemnified person is a named party thereto or whether such Claim is brought by you, any of your affiliates or a third party and (ii) to reimburse each indemnified person upon demand at any time and from time to time for all documented out-of-pocket legal (but limited to one counsel for all indemnified persons as a whole and, in the case of an actual or perceived conflict of interest, one additional counsel to the affected indemnified persons as a whole, and if necessary one regulatory counsel, and one local counsel in any relevant material jurisdiction) and other expenses incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any Claim, directly or indirectly, arising out of, relating to, resulting from or otherwise in connection with any of the foregoing (including in connection with the enforcement of the indemnification obligations and waivers set forth in this Annex A); *provided*, *however*, that no indemnified person will be entitled to indemnity hereunder in respect of any Loss to the extent that such Loss (i) resulted from the gross negligence or willful misconduct of an indemnified person (or any of its related persons), (ii) arose from a material breach of the obligations of an indemnified person (or its related party) under the Debt Financing Letter (in the case of each of preceding clauses (i) and (ii), as determined by a court of competent jurisdiction in a final and non-appealable judgment) or (iii) arose out of any Claim that did not involve an act or omission by you or your affiliates and that is brought by an indemnified person against another indemnified person, *provided* that the Administrative Agent, the Collateral Agent, the Lead Arrangers and any other agents or arrangers will remain indemnified in such cases to the extent acting in such capacities so long as they are otherwise entitled to indemnification under the Commitment Letter. In addition, in no event will any indemnified person or you or any of your officers, directors, partners, trustees, employees, affiliates, shareholders, advisors, agents, representatives, attorneys-in-fact and controlling persons be liable for consequential, special, exemplary, punitive or indirect damages (including any loss of profits, business or anticipated savings), whether, directly or indirectly, as a result of any failure to fund all or any portion of the Debt Financing or otherwise arising out of, relating to, resulting from or otherwise in connection with the Debt Financing or arising out of, relating to, resulting from or otherwise in connection with any Claim or otherwise except, in your case, to the extent that any such damages are required to be paid to a third party and are indemnified by you pursuant to the provisions of this Annex A, and in the indemnified person's case, to the extent that any such damages are required to be paid by you to a third party. In addition, no indemnified person will be liable for any damages arising from the use by unauthorized persons of Information, Projections or other Materials sent through electronic, telecommunications or

other information transmission systems that are intercepted or otherwise obtained by such persons except to the extent such damages arise from the gross negligence or willful misconduct of an indemnified person (or any of its related persons) (as determined by a court of competent jurisdiction in a final and non-appealable decision).

You shall not settle or compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened Claim in which any indemnified person is or could be a party and as to which indemnification or contribution could have been sought by such indemnified person hereunder whether or not such indemnified person is a party to any Debt Financing Letter, unless (i) such indemnified person and each other indemnified person from which such indemnified person could have sought indemnification or contribution have given their prior written consent, which may be given or withheld in their sole discretion or (ii) the settlement, compromise, consent or termination includes an express unconditional release of all indemnified persons and their respective affiliates from all Losses, directly or indirectly, arising out of, relating to, resulting from or otherwise in connection with such Claim. You shall not be liable for any settlement of any Claim effected without your consent (which consent shall not be unreasonably withheld, delayed or conditioned), but if settled with your written consent, or if there is a judgment against an indemnified person with respect to any such Claim, you agree to indemnify and hold harmless each indemnified person in the manner set forth in the immediately preceding paragraph.

In case any Claim is made or brought involving any indemnified person for which indemnification is to be sought hereunder by such indemnified person, then such indemnified person will promptly notify you of the Claim; *provided* that the failure to so notify you will not relieve you from any liability you may have to such indemnified person except to the extent you are materially prejudiced by such failure. Notwithstanding the above, following such notification, you may elect in writing to assume the defense of such Claim, and, upon such election, you will not be liable for any legal costs subsequently incurred by such indemnified person (other than reasonable costs of investigation and providing evidence) in connection therewith, unless (i) you have failed to provide counsel reasonably satisfactory to such indemnified person in a timely manner, (ii) counsel provided by you reasonably determines its representation of such indemnified person would present it with a conflict of interest or (iii) the indemnified person reasonably determines there are actual conflicts of interest between you and the indemnified person.

If for any reason (other than the gross negligence or willful misconduct of an indemnified person as determined above) the foregoing indemnity is unavailable to an indemnified person or insufficient to hold an indemnified person harmless, then you to the fullest extent permitted by law, shall contribute to the amount paid or payable by such indemnified person as a result of such Losses in such proportion as is appropriate to reflect the relative benefits received by you, on the one hand, and by us, on the other hand, from the Transactions or, if allocation on that basis is not permitted under applicable law, in such proportion as is appropriate to reflect not only the relative benefits received by you, on the one hand, and us, on the other hand, but also the relative fault of you, on the one hand, and us, on the other hand, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all indemnified persons to all Losses shall not exceed the amount of fees actually received by us pursuant to the Fee Letter except to the extent that it is found by a final, non-appealable judgment of a court of competent jurisdiction that such Losses resulted from the gross negligence or willful misconduct of such indemnified person (or any of its related persons). For the purposes of this paragraph, it is hereby further agreed that (i) the relative benefits to you, on the one hand, and us, on the other hand, with respect to the Transactions shall be deemed to be in the same proportion as (x) the total value paid or received or contemplated to be paid or received by you, your equityholders and/or your or their respective affiliates, as the case may be, in the Transactions, whether or not the Transactions are consummated, bears to (y) the fees actually paid to us under the Fee Letter and (ii) the relative fault of you, on the one

hand, and us, on the other hand, with respect to the Transactions shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by you, any of your affiliates and/or any of your or their respective officers, directors, partners, trustees, employees, affiliates, shareholders, advisors, agents, representatives, attorneys-in-fact and controlling persons (collectively, the "***Acquiror Group***") or by us, as well as your and our relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

In addition, subject to the other terms above, you shall reimburse the indemnified persons for all documented out-of-pocket expenses (including fees and expenses of external counsel), as incurred, in connection with investigating, preparing, defending or settling any Claim for which indemnification or contribution may be sought by the indemnified person, whether or not any indemnified person is a named party thereto or whether such Claim is brought by you (other than a Claim related to a breach of an indemnified persons obligations under the Debt Financing Letters), any of your affiliates or a third party. Notwithstanding the foregoing, reimbursement will be limited to one counsel for all indemnified persons as a whole and, in the case of an actual or perceived conflict of interest, one additional counsel to the affected indemnified persons as a whole, and if the necessary one regulatory counsel, and one local counsel in any relevant material jurisdiction. In addition, each indemnified person shall refund all amounts reimbursed if it is found that the indemnified person was not entitled to indemnification.

The indemnity, contribution and expense reimbursement obligations set forth herein (i) shall be in addition to any liability you may have to any indemnified person at law, in equity or otherwise, (ii) shall survive the expiration or termination of the Debt Financing Letters (notwithstanding any other provision of any Debt Financing Letter), (iii) shall apply to any modification, amendment, waiver or supplement of our and any of our affiliates' commitment and/or engagement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of us or any other indemnified person and (v) shall be binding on any successor or assign of you and the successors or assigns to any substantial portion of your business and assets.

EXHIBIT A TO COMMITMENT LETTER

SUMMARY OF TERMS OF FACILITIES

Set forth below is a summary of certain of the terms of the Term Loan Facility and the documentation related thereto. Capitalized terms used and not otherwise defined in this Exhibit A have the meanings set forth elsewhere in this Commitment Letter.

I. Parties

Borrower	Lattice Semiconductor Corporation, a Delaware corporation (the "***Borrower***").
Guarantors	Each direct and indirect subsidiary of the Borrower (including the Acquired Business, but excluding (i) Unrestricted Subsidiaries (as defined below), (ii) any subsidiary (x) that is a "controlled foreign corporation" within the meaning of section 957 of the United States Tax Code of 1986, as amended (a "***CFC***"), to the extent making such CFC a guarantor would result in adverse tax consequences to the Borrower (as determined in good faith by the Borrower) or (y) that is a domestic subsidiary of a CFC), (iii) immaterial subsidiaries reasonably agreed upon by the Lead Arrangers and (iv) special purpose subsidiaries of the Borrower existing primarily to perform customary agency, fiduciary and/or marketing related functions in respect of the intellectual property consortia (but only for so long as such entities act solely in such capacities), which on the Closing Date shall consist of HDMI Licensing, LLC, MHI, LLC and WirelessHD, LLC (collectively, the "***Consortia Subsidiaries***") (collectively, the "***Guarantors***;" the Borrower and the Guarantors, collectively, the "***Credit Parties***").
Joint Lead Arrangers and Joint Book Runners	Jefferies Finance LLC ("***Jefferies Finance***") and/or one or more of its affiliates and HSBC Securities USA Inc. and/or on or more of its affiliates (collectively in such capacities, the "***Lead Arrangers***"). The Lead Arrangers will perform the duties customarily associated with such role.
Administrative Agent	Jefferies Finance and/or one or more of its affiliates (in such capacity, the "***Administrative Agent***"). The Administrative Agent will perform the duties customarily associated with such role.
Collateral Agent	Jefferies Finance and/or one or more of its affiliates (in such capacity, the "***Collateral Agent***"). The Collateral Agent will perform the duties customarily associated with such role.

Lenders	A syndicate of banks, financial institutions and other entities (which may include Jefferies Finance and HSBC Bank USA, N.A.) (collectively, the "***Lenders***") identified by Jefferies Finance in consultation with the Borrower.
Closing Date	The date, on or before the date on which the Commitments are terminated in accordance with Section 15 of this Commitment Letter, on which the Acquisition is consummated (the "***Closing Date***").
Definitive Debt Documents	The definitive documentation governing or evidencing the Term Loan Facility (collectively, the "***Definitive Debt Documents***").
Unrestricted Subsidiaries	So long as no event of default under the Term Loan Facility exists or would result therefrom, the Borrower will be permitted to (i) designate any subsequently acquired or organized subsidiary as an "unrestricted subsidiary" (an "***Unrestricted Subsidiary***"), subject to limitations to be agreed and in any event, including (x) compliance with the limitations on investments negative covenant and (y) a requirement that the aggregate Consolidated EBITDA (to be defined in a manner to be mutually agreed) of all Unrestricted Subsidiaries shall not at any time exceed 10% of Consolidated EBITDA for the Borrower and its subsidiaries (including Unrestricted Subsidiaries) at such time, and (ii) re-designate any Unrestricted Subsidiary as a restricted subsidiary (subject to compliance of such restricted subsidiary with the covenants in respect of any liens, debt and investments); *provided* that no subsidiary may be designated as an Unrestricted Subsidiary more than once. Unrestricted Subsidiaries will not be subject to the affirmative or negative covenants, representations and warranties, or events of default and other provisions of the Definitive Debt Documents applicable to the Borrower and its other subsidiaries and the cash held by, results of operations, indebtedness and interest expense will not be taken into account for purposes of determining any financial ratio or covenant contained in the Definitive Debt Documents. Permitted investments in Unrestricted Subsidiaries to be subject to the applicable Negative Covenants below.

II. Types and Amounts of Facilities

Term Loan Facility	A 6-year senior secured term loan facility in an aggregate principal amount equal to $350.0 million (the "***Term Loan Facility***") (the loans thereunder, the "***Term Loans***"). The full amount of the Term Loan Facility (other than any Incremental Term Loans (as defined below)) shall be drawn in a single drawing on the Closing Date. Amounts borrowed under the Term Loan Facility that are repaid or prepaid may not be reborrowed.

Incremental Term Loans	The Borrower shall have the right to increase the size of the Term Loan Facility in a minimum amount of at least $5.0 million and in integral multiples of $1.0 million in excess thereof, and up to a maximum aggregate principal amount of (x) $65.0 million plus (y) an unlimited amount, *provided* that in the case of clause (y), immediately after giving pro forma effect to the incurrence of such amount (provided that, for the avoidance of doubt, the proceeds thereof shall not be netted from indebtedness for purposes of calculating the consolidated total leverage ratio (to be defined on a basis to be mutually agreed upon), as set forth below) (and after giving effect to any acquisition consummated in connection therewith and all customary pro forma events and adjustments), the consolidated total leverage ratio (to be defined on a basis to be mutually agreed) as of the last day of the most recently ended period of four consecutive fiscal quarters for which financial statements have been delivered (or were required to have been delivered) shall not exceed the level that is 0.25x inside the consolidated total leverage ratio of the Borrower as of the Closing Date (such new commitments, "***Incremental Term Loan Commitments***" and such new loans, "***Incremental Term Loans***"), at any time after the earlier of the date on which a Successful Syndication (as defined in the Fee Letter) has occurred and 90 days after the Closing Date, from willing Lenders and/or eligible assignees, subject to certain requirements, including, (i) there shall be no default or event of default before, or after giving effect to, such Incremental Term Loan Commitments and the proposed Incremental Term Loans, (ii) the Incremental Term Loans shall have a maturity no earlier than the Term Loan Facility and shall have a weighted average life to maturity no shorter than the Term Loan Facility, (iii) the effective yield on such Incremental Term Loans shall be no greater than 0.50% *per annum* higher than the effective yield for the Term Loan Facility or, if such effective yield on such Incremental Term Loans exceeds the effective yield on the Term Loan Facility by more than 0.50% *per annum*, the effective yield on the existing Term Loan Facility shall automatically be increased to equal the effective yield on such Incremental Term Loans less 0.50% *per annum* (provided that the effective yield will be defined to include all applicable interest rate margin, LIBOR floor, upfront fees and original issue discount, with original issue discount being equated to interest based on an assumed four-year life to maturity), (iv) the representations and warranties shall be true and correct in all material respects (or in all respects if otherwise qualified by "material" or "material adverse effect") immediately prior to, and after giving effect to, the

incurrence of such Incremental Facility (except to the extent such representations and warranties expressly refer to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date), (v) the Incremental Term Loans shall share ratably in any voluntary and mandatory prepayments of the Term Loan Facility and in the security and guarantees of the Term Loan Facility and (vi) the terms of the Incremental Term Loan Commitments shall be otherwise reasonably satisfactory in all respects to the Administrative Agent.

The Administrative Agent shall be permitted to effect such amendments to the Definitive Debt Documents as may be necessary or appropriate to give effect to the foregoing, including conforming amendments (which may be in the form of an amendment and restatement).

For purposes of this Commitment Letter, unless the context otherwise requires, Incremental Term Loans shall constitute "Term Loans" and shall be subject to the provisions of this Commitment Letter (including mandatory prepayment requirements) to the same extent as Term Loans.

The Borrower may seek commitments in respect of the Incremental Term Loans from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and additional banks, financial institutions and other institutional lenders or investors who will become Lenders in connection therewith ("***Additional Lenders***"); *provided* that the Administrative Agent shall have consent rights (not to be unreasonably withheld) with respect to such Additional Lender, if such consent would be required under the heading "Assignments and Participations" for an assignment of loans or commitments, as applicable, to such Additional Lender).

Final Maturity and Amortization

The Term Loan Facility will mature on the date that is six years after the Closing Date and will amortize in equal quarterly installments in aggregate annual amounts equal to 1.0% of the original principal amount of the Term Loan Facility, with the balance payable on the sixth anniversary of the Closing Date. The first installment shall be due and payable on the last day of the first full fiscal quarter following the Closing Date.

Notwithstanding any of the foregoing, the Definitive Debt Documents shall provide the right for individual Lenders under the Term Loan Facility to agree to extend the maturity date of the outstanding Term Loans (which may include, among other things, an increase in the interest rate

payable with respect to such extended Term Loans, with such extension not subject to any financial test or "most favored nation" pricing provision) upon the request of the Borrower and without the consent of any other Lender pursuant to customary procedures to be agreed (any such loans that have been so extended, the "***Extended Term Loans***"); it being understood that each Lender under the applicable tranche or tranches that are being extended shall have the opportunity to participate in such extension on the same terms and conditions as each other Lender in such tranche or tranches; *provided*, *further* that it is understood that no existing Lender will have any obligation to commit to any such extension. The terms of the Extended Term Loans shall be substantially similar to the Term Loans except for interest rates, fees, amortization (so long as, prior to the final stated maturity of the Term Loans, the amortization of such Extended Term Loans does not exceed equal quarterly installments in an aggregate annual amount equal to 1% of the original principal amount of the Extended Term Loans), final maturity date, provisions requiring optional and mandatory prepayments to be directed first to the non-extended Term Loans prior to being applied to Extended Term Loans and certain other provisions to be agreed, provided that the Extended Term Loans shall not benefit from Guarantees or Collateral that do not also benefit the existing Term Loans, and further provided that other terms of the Extended Term Loans may differ from the Term Loans to the extent such differences do not apply until after the final stated maturity of the Term Loans.

The Administrative Agent and Borrower shall be permitted to effect such amendments to the Definitive Debt Documents as may be necessary or appropriate to give effect to the foregoing, including conforming amendments (which may be in the form of an amendment and restatement), without the consent of each Lender, other than the Lenders agreeing to extend such Extended Term Loans.

Use of Proceeds

The proceeds of the Term Loans borrowed on the Closing Date will be used to finance, together with existing cash on hand of the Borrower and its subsidiaries (subject to reduction as provided in clause (ii) of the second paragraph of the Commitment Letter), the Acquisition and to pay fees and expenses in connection with the foregoing. The proceeds of Incremental Term Loans will be used to finance, in part, Permitted Acquisitions (as defined below), to refinance existing debt of the business acquired pursuant to such Permitted Acquisition and to pay fees and expenses in the connection with the foregoing.

III. Certain Payment Provisions

Fees and Interest Rates	As set forth on Annex A-I hereto.
Optional Prepayments and Commitment Reductions	Optional prepayments of borrowings under the Term Loan Facility and optional reductions of the unutilized portion of the commitments under the Term Loan Facility will be permitted at any time, in minimum principal amounts to be agreed upon, without premium or penalty (subject to (i) reimbursement of the Lenders' redeployment costs in the case of a prepayment of Adjusted LIBOR Loans other than on the last day of the relevant interest period and (ii) payments of an amount provided below under the caption "Soft Call on Term Loans"). Voluntary prepayments of the Term Loan Facility shall be applied to the remaining scheduled amortization payments as directed by the Borrower at the time of the respective payment (or, in the absence of such direction, in the direct order of maturity).
Mandatory Prepayments	The following amounts will be applied to prepay the Term Loans: • 100% of the net proceeds of any incurrence of indebtedness after the Closing Date (other than indebtedness permitted under the Definitive Debt Documents) by the Borrower or any of its subsidiaries (with exceptions to be agreed upon); • 100% of the net proceeds of any non-ordinary course sale or other disposition of assets by the Borrower or any of its subsidiaries other than Unrestricted Subsidiaries (including (i) as a result of casualty or condemnation and (ii) any sale of the equity of any of the Borrower's subsidiaries) (with certain exceptions and reinvestment rights to be agreed upon); and • 50% of "excess cash flow" (to be defined on a basis to be mutually agreed upon) for each fiscal year of the Borrower (commencing with the fiscal year ending on or about December 31, 2015; *provided* that the first excess cash flow period shall be for the period commencing on the Closing Date and ending on or about December 31, 2015), with step-downs to 25% and 0% based on the achievement of certain leverage ratios to be mutually agreed upon so long as no default or event of default then exists; *provided* that any voluntary prepayment of Term Loans made during any fiscal year with internally generated funds shall be credited against excess cash flow prepayment obligations for such fiscal year on a dollar-for-dollar basis.

All such mandatory prepayments shall be applied without premium or penalty (except (i) as permitted below under the caption "Soft Call on Term Loans" and (ii) for breakage costs, if any) and shall be applied in the following order: first, to the next eight scheduled installments of principal of the Term Loan Facility in direct order of maturity and thereafter *pro rata* to the remaining scheduled installments of principal of the Term Loan Facility.

Prepayments from foreign subsidiaries' excess cash flow and asset sale proceeds will be subject to customary limitations under the Facilities Documentation to the extent the repatriation of funds to make such prepayments could reasonably be expected to result in material adverse tax consequences to the Borrower or its subsidiaries (including use of the Borrower's net operating losses); *provided* that, in any event, the Borrower shall use commercially reasonable efforts to eliminate such adverse tax consequences in order to make such prepayments.

Any Lender under Term Loan Facility may elect not to accept any mandatory prepayment (except in respect of a mandatory prepayment made with the net cash proceeds of indebtedness under a Refinancing Term Facility), in which case such declined amount may be retained by Borrower and shall increase the "Available Amount Basket" described below and may be used for purposes not prohibited in the Definitive Debt Documents, including voluntary prepayments.

Soft Call on Term Loans

The Borrower shall pay a "prepayment premium" in connection with any Repricing Event (as defined below) with respect to all or any portion of the Term Loans that occurs on or before the six month anniversary of the Closing Date, in an amount not to exceed 1.0% of the principal amount of the Term Loans subject to such Repricing Event. The term "***Repricing Event***" shall mean (i) any prepayment or repayment of Term Loans with the proceeds of, or any conversion of Term Loans into, any new or replacement tranche of term loans bearing interest at an "effective" interest rate less than the "effective" interest rate applicable to the Term Loans (as such comparative rates are determined by the Administrative Agent) and (ii) any amendment to the Term Loan Facility that, directly or indirectly, reduces the "effective" interest rate applicable to the Term Loans (in each case, with original issue discount and upfront fees, which shall be deemed to constitute like amounts of original issue discount, being equated to interest margins in a manner consistent with generally accepted financial practice based on an assumed four-year life to maturity).

IV. Collateral and Guarantees

Collateral

Subject to the Certain Funds Provision, the obligations of each Credit Party in respect of the Term Loan Facility and any interest rate hedging obligations of the Borrower owed to a Lender or its affiliates or to an entity that was a Lender or an affiliate of a Lender at the time of such transaction ("***Permitted Secured Hedging Obligations***") will be secured by the following of the Credit Parties: a perfected first priority security interest in substantially all of its tangible and intangible assets, including receivables, equipment, inventory, general intangibles, intellectual property, U.S. fee owned real property with a fair market value of $2.5 million or more, licenses, permits, intercompany indebtedness (which shall be evidenced by a subordinated promissory note and which shall include, without limitation, intercompany notes in respect of intercompany indebtedness of Lattice Semiconductor Limited, a Bermuda company, owed to the Borrower) and all of the capital stock of each Credit Party (other than the Borrower) (but limited, in the case of the voting stock of a foreign subsidiary of a Credit Party that is a "controlled foreign corporation" within the meaning of Section 957 of the United States Tax Code of 1986, as amended, to 65% of all such voting stock to the extent that the pledge of a greater percentage would result in adverse tax consequences to the Borrower (as determined in good faith by the Borrower) (the items described above, but excluding certain assets to be mutually agreed upon, collectively, the "***Collateral***"). Notwithstanding anything herein to the contrary, the Collateral shall not (in any event) include: motor vehicles and other assets subject to certificates of title (except to the extent that the perfection thereof can be accomplished by the filing of a UCC-1 (or similar) financing statement); leasehold interests; fee owned real property with a fair market value of less than $2.5 million or held by a non-U.S. subsidiary; any assets to the extent a security interest in the asset could reasonably be expected to result in an adverse tax consequence; cash or cash equivalents (other than cash and cash equivalents representing proceeds of other "Collateral"), deposit or securities accounts and other assets requiring perfection solely through control agreements or perfection by "control" (other than promissory notes held by a Credit Party and certificated equity required to be pledged as set forth above); the capital stock of the Consortia Subsidiaries (but only for so long as such entities act primarily in customary agency, fiduciary and/or marketing related

functions in respect of intellectual property consortia); and other assets to the extent the burden or cost associated with granting or perfecting a security interest therein would outweigh the benefit afforded thereby as determined by the Collateral Agent in writing.

All the above-described pledges, security interests and mortgages shall be created on terms to be set forth in the Definitive Debt Documents; and none of the Collateral shall be subject to other pledges, security interests or mortgages (subject to exceptions to be mutually agreed).

Guarantees

The Guarantors will unconditionally, and jointly and severally, guarantee the obligations of each Credit Party in respect of the Term Loan Facility and the Permitted Secured Hedging Obligations (the "***Guarantees***"). Such Guarantees will be in form and substance reasonably satisfactory to the Administrative Agent and the Lead Arrangers. All Guarantees shall be guarantees of payment and performance, and not of collection.

Notwithstanding anything to the contrary, the Definitive Debt Documents shall include customary exclusions for Guarantors that are not "eligible contract participants" (as defined in the Commodity Exchange Act (7 U.S.C. section 1 et seq., as amended from time to time), and any successor statute) from guaranteeing obligations of any Credit Party that relate to the hedging arrangements or any other swap or other hedge obligations or arrangements or granting a security interest on such obligations.

V. <u>Other Provisions</u>

Representations and Warranties

Limited to the following (to be applicable to the Borrower and its subsidiaries, other than Unrestricted Subsidiaries): organization, status and powers; due authorization, execution, delivery and enforceability of Definitive Debt Documents; no conflicts; financial statements, projections and other information; no material adverse effect; ownership of properties; intellectual property; capitalization, equity interests and subsidiaries; no material litigation; compliance with laws (including laws regulating the Borrower's business and industry and other regulatory matters) and governmental approvals; organizational documents, contractual obligations and material agreements; federal reserve regulations; Investment Company Act of 1940, as amended, and other laws restricting incurrence of debt; use of proceeds; taxes; accuracy and completeness of disclosure; solvency; labor matters; employee benefit plans and ERISA; environmental matters; insurance; security documents and creation, validity, perfection and priority of security interests in the

	Collateral (subject to permitted liens); acquisition documents; and anti-terrorism laws, money laundering activities and dealing with embargoed persons (including without limitation, FCPA, Patriot Act, OFAC/AML and other anti-terrorism and export control laws); subject in the case of each of the foregoing representations and warranties, to exceptions and qualifications (including for materiality) to be agreed upon. The representations and warranties will be required to be made in connection with each extension of credit (subject to the Certain Funds Provision, including the extension of credit on the Closing Date).
Conditions Precedent to Initial Borrowing:	Subject to the Certain Funds Provision, the initial borrowings under the Term Loan Facility on the Closing Date will be subject only to the applicable conditions precedent set forth in Section 3 of the Commitment Letter and Exhibit B to the Commitment Letter.
Conditions Precedent to Subsequent Borrowings:	Following the Closing Date, each borrowing under the Term Loan Facility will be subject only to the following conditions precedent: (i) delivery of notice of borrowing; (ii) accuracy of representations and warranties in all material respects (provided, that any representation and warranty that is qualified as to "materiality," "material adverse effect" or similar language shall be true and correct in all respects (after giving effect to any such qualification therein) and to the extent any representations and warranties expressly refer to an earlier date, such representations and warranties shall have been true and correct as of such earlier date); and (iii) the absence of defaults or events of default at the time of, or after giving effect to the making of, such extension of credit.
Affirmative Covenants	Limited to the following (to be applicable to the Borrower and its subsidiaries, other than Unrestricted Subsidiaries): delivery of financial statements, annual budget, reports, accountants' letters, projections, officers' certificates and other information; notices of default, litigation and other material events; existence; maintenance of business and properties; maintenance of insurance; payment and performance of obligations and taxes; employee benefits and ERISA; maintaining books and records; access to properties and inspections; compliance with laws (including environmental laws and other regulatory matters); environmental reports; additional collateral and additional guarantors; security interests; inspection rights; further assurances, including as to security; information regarding Collateral; regulatory matters; annual lender meetings; and maintenance of ratings; subject, in the case of the foregoing covenants, to exceptions and qualifications to be agreed upon.

In addition, the Definitive Debt Documents shall contain a covenant that to the extent (i) the Target is not a direct wholly-owned domestic subsidiary of the Borrower and a Guarantor on the Closing Date or (ii) the US assets of the Acquired Business have not been contributed directly to the Borrower on Closing Date, then the Borrower shall cause either (a) the Target to become a direct wholly-owned domestic subsidiary of the Borrower (which subsidiary shall be a Guarantor) or (b) the US assets of the Acquired Business to be contributed directly to the Borrower, in each case, within 10 business days following the Closing Date. A breach of the foregoing covenant shall constitute an automatic Event of Default under the Definitive Debt Documents.

Negative Covenants

Limited to the following (to be applicable to the Borrower and its subsidiaries, other than Unrestricted Subsidiaries): indebtedness (including mandatorily redeemable equity interests, guarantees and other contingent obligations); liens; sale and leaseback transactions; investments (including acquisitions), loans and advances; asset sales; mergers, acquisitions, consolidations, liquidations and dissolutions and other fundamental changes; dividends and other payments in respect of equity interests and other restricted payments; transactions with affiliates; prepayments, redemptions and repurchases of certain other indebtedness; modifications of organizational documents, acquisition documents, certain debt instruments and certain other documents; limitations on certain restrictions on subsidiaries; limitations on issuance of capital stock and creation of subsidiaries; limitations on business activities; limitations on accounting changes; changes in fiscal year and fiscal quarter; use of proceeds; no further negative pledges; and anti-terrorism laws, money-laundering activities and dealing with embargoed persons.

The negative covenants will be subject, in the case of each of the foregoing covenants to exceptions, qualifications and "baskets" to be agreed upon, including an available basket amount (the "***Available Amount Basket***") that will consist of, without duplication, (a) retained excess cash flow, plus (b) the net cash proceeds of equity issuances and capital contributions (other than disqualified capital stock), plus (c) the net cash proceeds of sales of investments made with the Available Amount Basket up to a maximum of the amount of such original investment, plus (d) returns, profits, distributions and similar amounts received in cash or cash equivalents on investments made with the Available

Amount Basket up to a maximum of the amount of such original investment, plus (e) declined or waived prepayments of any Term Loans plus (f) an agreed upon initial dollar amount. Subject to terms and conditions to be agreed, the Available Basket Amount may be used for investments, restricted payments, the prepayment or redemption of junior lien, subordinated, or unsecured debt and certain permitted non-guarantor expenditures to be agreed; *provided*, that (i) no default or event of default under the Definitive Debt Documents shall exist or immediately result therefrom, (ii) in the case of restricted payments and the prepayment or redemption of junior lien, subordinated or unsecured debt, subject to a pro forma total leverage ratio to be agreed, (iii) in the case of investments, restricted payments and the prepayment or redemption of junior lien, subordinated or unsecured debt, subject to a minimum liquidity test of at least $10.0 million and (iv) delivery of an officer's certificate to the Administrative Agent certifying as to compliance the foregoing.

In addition, the Borrower or any subsidiary will be permitted to make acquisitions (each, a "***Permitted Acquisition***") so long as (a) no default or event of default shall have occurred and exist after giving pro forma effect to such acquisition and the incurrence or assumption of indebtedness in connection therewith, (b) the consolidated total leverage ratio of the Borrower and its consolidated subsidiaries, on a pro forma basis after giving effect to the consummation of such acquisition, would not exceed the level that is 0.25x inside the consolidated total leverage ratio of the Borrower as of the Closing Date, (c) the acquired entity or assets are in the same or reasonably related line of business conducted by the Borrower and its subsidiaries on the Closing Date, (d) all actions required to be taken with respect to the providing of guarantees and security interests will be taken within a to-be-determined period of time following the consummation of such acquisition (it being understood and agreed that Permitted Acquisitions with respect to entities or assets organized or located outside of the United States will be limited to an amount to be agreed upon), (e) such Permitted Acquisition is not in connection with a "hostile takeover" or proxy fight or similar transaction, (f) such acquisition and all transactions related thereto are in all material respects consummated in accordance with applicable laws, (g) with respect to acquisitions that exceed a to-be determined threshold, the Borrower shall have delivered to the Administrative Agent at least 5 business days prior to the closing of the acquisition, (i) delivery of a description of the proposed acquisition and for any acquisition in excess of a to-be-determined amount a due diligence package

(including quality of earnings reports, environmental reports and similar third party reports (to the extent available)), (ii) any executed term sheets and/or letters of intent and copies of executed acquisition purchase documentation, and, at the request of the Administrative Agent, such other information and documents available to the Borrower that the Administrative Agent may reasonably request with respect to such acquisition, and (iii) an officer certificate certifying that all the requirements set forth in clauses (a) through and including (f) have been satisfied or will be satisfied prior to the consummation of such purchase or other acquisition.

Refinancing Facilities

The Definitive Debt Documents will permit the Borrower to refinance in whole or in part on a dollar-for-dollar basis the Term Loans with new term credit facilities (each a "***Refinancing Term Facility***") under the Definitive Debt Documents with the consent of the Borrower and the Administrative Agent; *provided* that (i) no Term Refinancing Facility (a) shall mature prior to the final maturity date of the Term Loans being refinanced (or, in the case of a Refinancing Term Facility that is secured on a junior basis, or that is unsecured, prior to the date which is 180 days after the longest then-applicable maturity date of then-outstanding Term Loans), and (b) shall have a shorter weighted average life to maturity of the Term Loans being refinanced (or, in the case of a Refinancing Term Facility that is secured on a junior basis, or that is unsecured, shorter than the date which is 180 days after the maturity date of then outstanding Term Loans), (ii) any secured Refinancing Term Facility: (1) shall be subject to an intercreditor agreement and other reasonably customary documentation on terms reasonably acceptable to the Administrative Agent, (2) shall not be secured by any assets that do not also constitute Collateral for the Term Loan Facility and (3) may not be secured pursuant to security documentation that is more restrictive to the Borrower than the Definitive Debt Documents; (iii) there are no direct or indirect obligors or guarantors in respect of the Refinancing Term Facility that are not a Credit Party, (iv) the principal amount of the Refinancing Term Facility does not exceed the principal amount of the Term Loans being refinanced (together with accrued and unpaid interest thereon, any prepayment premiums applicable thereto and reasonable fees and expenses incurred in connection therewith), (v) the proceeds of any Refinancing Term Facility shall be applied, substantially concurrently with the incurrence thereof, to the pro rata repayment of the outstanding Term Loans being so refinanced, (vi) the other terms and conditions of the Refinancing Term Facility (excluding pricing and optional prepayment or redemption terms) are substantially identical

	to, or less favorable to, investors providing the Refinancing Term Facility than those applicable to the Term Loans being refinanced (except for covenants or other terms applicable only to periods after the latest final maturity date of the Term Loans (or, in the case of a Refinancing Term Facility that is secured on a junior basis, or that is unsecured, no earlier than the date which is 180 days after the latest maturity date) existing at the time of such refinancing), in each case as certified by the chief financial officer of the Borrower in good faith prior to such incurrence or issuance, (vii) any entity that is an Unrestricted Subsidiary shall be an unrestricted subsidiary under the terms of any Refinancing Term Facility and (viii) the definitive documentation for such Refinancing Term Facility shall contain other customary terms to be mutually agreed.
Financial Covenants	None.
Events of Default	Limited to the following (to be applicable to the Borrower and its subsidiaries, other than Unrestricted Subsidiaries): nonpayment of principal when due; nonpayment of interest, fees or other amounts after a grace period to be mutually agreed upon; inaccuracy of representations and warranties in any material respect (or in any respect if qualified by materiality); violation of covenants (subject, in the case of certain affirmative covenants, to grace periods to be mutually agreed upon); cross-default and cross-acceleration to indebtedness in excess of an aggregate threshold to be mutually agreed upon; bankruptcy and insolvency events; material judgments; certain ERISA events; actual or asserted invalidity or impairment of guarantees, security documents or any other Definitive Debt Documents (including the failure of any lien on any portion of the Collateral to remain perfected with the priority required under the Definitive Debt Documents); and a "change of control" (to be defined in a manner to be mutually agreed upon); subject to threshold, notice and other grace period provisions to be agreed upon.
Voting	Amendments and waivers with respect to the Definitive Debt Documents will require the approval of Lenders holding not less than a majority of the aggregate outstanding principal amount of the Term Loans (the "***Required Lenders***"), except that (i) the consent of each Lender directly affected thereby shall be required with respect to (a) reductions in the amount or extensions of the final maturity or any scheduled interim amortization of any Term Loan, (b) reductions in the rate of interest (other than a waiver of default interest) or any fee or other amount payable or extensions of any due date thereof, (c) increases

in the amount or extensions of the expiration date of any Lender's commitment or (d) modifications to the assignment provisions of the Definitive Debt Documents that further restrict assignments thereunder and (ii) the consent of 100% of the Lenders shall be required with respect to (a) reductions of any of the voting percentages or pro rata provisions, (b) releases of all or substantially all of the value of the guarantees of the Guarantors or of all or substantially all of the Collateral (other than in connection with permitted asset sales) or (c) assignments by any Credit Party of its rights or obligations under the Term Loan Facility.

Assignments and Participations

The Lenders shall be permitted to assign and sell participations in their loans and commitments, subject, in the case of assignments (other than assignments to another Lender, an affiliate of a Lender or an "approved fund" (to be defined in the Definitive Debt Documents)), to the consent of (i) the Administrative Agent and (ii) so long as no payment or bankruptcy event of default has occurred and is continuing, the Borrower (such consent not to be unreasonably withheld, delayed or conditioned and such consent deemed to be given if the Borrower has not objected within 5 business days of a request for such consent); *provided* that the Term Loan Facility shall not be participated or assigned to any natural person. In the case of partial assignments (other than to another Lender, an affiliate of a Lender or an approved fund), the minimum assignment amount shall be $1.0 million with respect to Term Loans. Assignments will be made by novation. The Administrative Agent shall receive an administrative fee of $3,500 in connection with each assignment unless otherwise agreed by the Administrative Agent.

Participants shall have the same benefits as the Lenders with respect to yield protection and increased cost provisions subject to customary limitations to be mutually agreed upon, and will be subject to customary limitations on voting rights (as mutually agreed).

Pledges of Term Loans in accordance with applicable law shall be permitted without restriction. Promissory notes shall be issued under the Term Loan Facility only upon request.

The Definitive Debt Documents shall contain customary provisions (as mutually agreed upon) for replacing non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly affected thereby so long as the Required Lenders shall have consented thereto.

	In addition, the Definitive Debt Documents shall provide that the Term Loans may be purchased by the Borrower on a non-pro rata basis through Dutch auctions open to all Lenders on a pro rata basis in accordance with customary procedures to be agreed; *provided* that (i) any such Term Loans acquired by the Borrower shall be retired and cancelled immediately upon acquisition thereof, (ii) the Borrower must provide a customary representation and warranty to the effect that it is not in possession of any non-public information with respect to the business of the Borrower or any of its subsidiaries at the time of such purchase that has not been disclosed generally to private side lenders that could reasonably be expected to have a material effect upon, or otherwise be material to, a Lender's decision to assign the Term Loans, (iii) the Term Loans may not be purchased with the proceeds of loans under any revolving credit facility, (iv) no default or event of default shall exist or result therefrom, (v) the Borrower shall have liquidity not less than an amount to be agreed and (vi) any such Term Loans acquired by the Borrower shall not be deemed a repayment of the Term Loans for purposes of calculating excess cash flow (except to the extent of the actual cash amount used for such purchases) or otherwise deemed to increase consolidated EBITDA.
Defaulting Lenders	The Definitive Debt Documents shall contain customary provisions (as mutually agreed) relating to "*defaulting*" Lenders, including provisions relating to the suspension of voting rights and of rights to receive certain fees, and termination or assignment of commitments or Term Loans of such Lenders.
Cost and Yield Protection	Each holder of Term Loans will receive cost and interest rate protection customary for facilities and transactions of this type, including compensation in respect of prepayments, certain taxes to be mutually agreed upon, changes in capital or liquidity requirements, guidelines or policies or their interpretation or application after the Closing Date (including, for the avoidance of doubt (and regardless of the date adopted or enacted), with respect to (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations with respect thereto and (y) all requests, rules, guidelines and directions promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any similar or successor agency, or the United States or foreign regulatory authorities, in each case, pursuant to Basel III)), illegality, change in circumstances, reserves and other provisions deemed necessary by the Lead Arrangers to provide customary protection for U.S. and non-U.S. financial institutions and other lenders.

Expenses	The Borrower shall pay (i) all reasonable documented out-of-pocket expenses of the Administrative Agent, the Collateral Agent and the Lead Arrangers associated with the syndication of the Term Loan Facility and the preparation, negotiation, execution, delivery, filing and administration of the Definitive Debt Documents and any amendment or waiver with respect thereto (including the reasonable fees, disbursements and other charges of external counsel and consultants) and (ii) all documented out-of-pocket expenses of the Administrative Agent, the Collateral Agent, the Lead Arrangers, any other agent appointed in respect of the Term Loan Facility and the Lenders (including the fees, disbursements and other charges of external counsel and consultants) in connection with the enforcement of, or protection and preservation of rights under, the Definitive Debt Documents.
Indemnification	The Definitive Debt Documents will contain customary indemnities (as reasonably determined by the Lead Arrangers) for (i) the Lead Arrangers, the Collateral Agent, the Administrative Agent and the Lenders, (ii) each affiliate of any of the foregoing persons and (iii) each of the respective officers, directors, partners, trustees, employees, affiliates, shareholders, advisors, agents, attorneys-in-fact and controlling persons of each of the foregoing persons referred to in clauses (i) and (ii) above (other than as a result of such person's gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable ruling).
Governing Law and Forum	State of New York.
Counsel to the Lead Arrangers, the Collateral Agent and the Administrative Agent	Proskauer Rose LLP.

* * *

ANNEX A-I TO EXHIBIT A
TO COMMITMENT LETTER

Interest and Certain Fees

Interest Rate Options	The Borrower may elect that the Term Loans comprising each borrowing bear interest at a rate *per annum* equal to: (i) the Base Rate plus the Applicable Margin; or (ii) Adjusted LIBOR plus the Applicable Margin. The Borrower may elect interest periods of 1, 2, 3 or 6 months for Adjusted LIBOR Loans (as defined below). As used herein: "***Applicable Margin***" means (i) 3.00%, in the case of Base Rate Loans and (ii) 4.00%, in the case of Adjusted LIBOR Loans. "***Base Rate***" means the highest of (i) the "U.S. Prime Lending Rate" as published in *The Wall Street Journal* (the "***Prime Rate***"), (ii) the federal funds effective rate from time to time, plus 0.50%, (iii) the Adjusted LIBOR Rate for a one-month interest period plus 1.00% and (iv) 2.00%. "***Adjusted LIBOR***" means the higher of (i) the rate *per annum* (adjusted for statutory reserve requirements for Eurocurrency liabilities) at which Eurodollar deposits are offered in the interbank Eurodollar market for the applicable interest period, as quoted on Reuters Screen LIBOR01 Page (or any successor page or service) and (ii) 1.00%.
Interest Payment Dates	With respect to Term Loans bearing interest based upon the Base Rate ("***Base Rate Loans***"), quarterly in arrears on the last day of each calendar quarter and on the applicable maturity date. With respect to Term Loans bearing interest based upon the Adjusted LIBOR Rate ("***Adjusted LIBOR Loans***"), on the last day of each relevant interest period and, in the case of any interest period longer than three months, on each successive date three months after the first day of such interest period and on the applicable maturity date.

Default Rate	At any time during an event of default under the Term Loan Facility, outstanding Term Loans and other amounts payable under the Term Loan Facility shall bear interest at 2.00% above the rate applicable to Base Rate Loans and shall be payable on demand.
Rate and Fee Basis	All per *annum* rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of Base Rate Loans, the interest rate payable on which is then based on the Prime Rate) for the actual number of days elapsed (including the first day but excluding the last day).

* * *

EXHIBIT B TO COMMITMENT LETTER

CLOSING CONDITIONS

Capitalized terms used but not defined in this Exhibit B have the meanings assigned to them elsewhere in this Commitment Letter. The closing of the Term Loan Facility and the making of the initial loans thereunder are conditioned upon satisfaction of the conditions precedent contained in Section 3 of this Commitment Letter and those summarized below. For purposes of this Exhibit B, references to "***we***", "***us***" or "***our***" means Jefferies Finance, HSBC and their affiliates.

GENERAL CONDITIONS

1. Minimum Cash; Definitive Debt Documents. The Borrower and its subsidiaries shall have at least $225.0 million of unrestricted cash on hand (subject to reduction as, and to the extent, provided in clause (ii) of the second paragraph of the Commitment Letter), and such cash, together with the proceeds on the Closing Date from the Debt Financing, shall be sufficient to pay the Purchase Price and all related fees, commissions and expenses. The Definitive Debt Documents shall be prepared by our counsel, shall be substantially consistent with the Commitment Letter and Exhibit A and this Exhibit B, shall have been executed and delivered by the Borrower and the Guarantors to the Administrative Agent and shall otherwise be in form and substance reasonably satisfactory to us; *provided* that this sentence is subject to the Certain Funds Provisions. The Collateral Agent, for the benefit of the Lenders under the Term Loan Facility, shall have been granted perfected first priority security interests in all assets of the Credit Parties to the extent described in Exhibit A to this Commitment Letter under the caption "Collateral" in form and substance reasonably satisfactory to the Lead Arrangers; *provided* that this condition is subject to the Certain Funds Provisions.

2. Transactions. The Transactions (including the Acquisition) shall have been consummated or will be consummated concurrently with or immediately following the borrowing of the Term Loans. The executed Agreement and Plan of Merger, dated January 26, 2015, among Lattice Semiconductor Corporation, MergerCo and the Target (as amended in accordance with the terms of this Commitment Letter and together with the annexes, schedules, exhibits and attachments thereto, the "***Merger Agreement***") shall not have been amended, modified or waived in any manner adverse to the Lenders or the Lead Arrangers in their respective capacities as such without the consent of the Lead Arrangers not to be unreasonably withheld, delayed or conditioned (it being understood and agreed that (1) any decrease in the consideration paid pursuant to the Merger Agreement by 15% or more shall be deemed to be adverse to the interest of the Lenders and the Lead Arrangers, (2) any increase in the consideration paid pursuant to the Merger Agreement shall not be deemed adverse to the interest of the Lenders and the Lead Arrangers so long as such increase is funded solely with an increase in the Equity Financing, (3) any change to the definitions of "***Company Material Adverse Effect***" or any similar definition shall be deemed to be adverse to the interests of the Lenders and the Lead Arrangers, and (4) any modifications to any of the provisions relating to the Administrative Agent's, the Collateral Agent's, the Lead Arrangers' or any Lender's liability, jurisdiction or status as a third party beneficiary under the Merger Agreement shall be deemed to be adverse to the interest of the Lenders and the Lead Arrangers).

3. Existing Debt. After giving effect to the Transactions, the Company shall have outstanding no material indebtedness for borrowed money or preferred stock (or direct or indirect guarantee or other credit support in respect thereof) other than (i) the indebtedness in respect of the Debt Financing and (ii) such other limited indebtedness as may be reasonably agreed to by us.

4. Financial Information; Financial Performance. We shall have received (A) audited consolidated balance sheets (or statements of financial position) and related statements of income (or statements of comprehensive income) and cash flows of each of the Borrower and the Acquired Business for the last three full fiscal years ended at least 90 days prior to the Closing Date, (B) unaudited consolidated balance sheets (or statements of financial position) and related statements of income (or statements of comprehensive income) and cash flows of each of the Borrower and Acquired Business for each subsequent interim quarterly period (other than the fourth quarter) ended at least 45 days prior to the Closing Date (and the corresponding period for the prior fiscal year), (C) a *pro forma* consolidated balance sheet and related *pro forma* consolidated statement of income (but not a *pro forma* statement of cash flows) of the Borrower (after giving effect to the Acquisition and the other Transactions) as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 90 days prior to the Closing Date (if such period is a fiscal year) or at least 45 days prior to the Closing Date (if such period is a fiscal quarter), prepared after giving effect to the Acquisition and other Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of the statement of income) and (D) reasonably satisfactory projections (including the assumptions on which such projections are based) for the Company for fiscal years 2015 through and including 2021 (it being agreed that the Projections provided to Jefferies Finance on January 21, 2015 at 11:15 p.m., New York City time, are reasonably satisfactory to the Lead Arrangers); *provided* that each such pro forma financial statement shall be prepared in good faith by the Borrower.

5. Information; Marketing Period. (A) The Lead Arrangers shall have received the information required to be delivered under paragraph 4 above, and (B) the Lead Arrangers shall have been afforded a period (the "***Marketing Period***") of at least 15 consecutive business days prior to the Closing Date (ending on the business day no later than the business day immediately prior to the Closing Date) following receipt of the Confidential Information Memorandum; *provided* that July 1 to July 3, 2015 shall not be considered business days for purposes of the Marketing Period.

6. Fees and Expenses. All costs, fees, expenses (including reasonable and documented out-of-pocket legal fees and expenses) and other compensation and amounts contemplated by the Debt Financing Letters or otherwise payable to us, the Lenders or any of our or their respective affiliates, shall have been paid to the extent due.

7. Customary Closing Documents. Subject to the Certain Funds Provisions, the Lead Arrangers shall have received customary lien, litigation and tax searches, title insurance, certificates of insurance and customary legal opinions, corporate records and documents from public officials and officers' certificates , a customary borrowing notice and other customary deliverables, and the foregoing should be deemed reasonably satisfactory to us. You shall have delivered (a) at least five business days prior to the Closing Date, all documentation and other information required by U.S. regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act and (b) a certificate from the chief financial officer of the Borrower in in the form attached as Exhibit C hereto certifying that the Borrower and its subsidiaries on a consolidated basis after giving effect to the Transactions are solvent.

8. Specified Representations and Specified Merger Agreement Representations. The Specified Representations and the Specified Merger Agreement Representations shall be true and correct in all material respects (*provided*, that any such representation that is qualified as to "materiality," "material adverse effect" or similar language shall be true and correct in all respects (after giving effect to any such qualification therein) and to the extent such representations expressly refer to an earlier date, such representations shall have been true and correct as of such earlier date).

EXHIBIT C TO COMMITMENT LETTER

FORM OF SOLVENCY CERTIFICATE

I, the undersigned, the Chief Financial Officer of Lattice Semiconductor Corporation, a Delaware corporation (the "**Borrower**"), in that capacity only and not in my individual capacity, do hereby certify as of the date hereof that:

1. This Solvency Certificate (this "**Certificate**") is furnished to the Administrative Agent and the Lenders pursuant to Section [ ] of the Credit Agreement, dated as of [ ], 2015, among the Borrower, the other Credit Parties party thereto, the lenders from time to time party thereto (each, a "**Lender**" and, collectively, the "**Lenders**"), and Jefferies Finance LLC, as administrative agent (the "**Administrative Agent**") (the "**Credit Agreement**"). Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.

2. On and as of the date hereof and after giving effect to all Indebtedness (including the Loans) being incurred or assumed and Liens created by the Credit Parties in connection therewith on the date hereof, it is my opinion that (i) the sum of the fair value of the assets, at a fair valuation, of the Borrower and its Subsidiaries (on a consolidated basis) will exceed their debts; (ii) the sum of the present fair salable value of the assets of the Borrower and its Subsidiaries (on a consolidated basis) will exceed their debts, (iii) the Borrower and its Subsidiaries (on a consolidated basis) have not incurred and do not intend to incur, and do not believe they will incur, debts beyond their ability to pay such debts as such debts mature, and (iv) the Borrower and its Subsidiaries (on a consolidated basis) will not have unreasonably small capital with which to conduct their businesses as contemplated as of the date hereof.

3. For purposes of this Certificate, the terms below shall have the following definitions:

(a) "**debt**" means any liability on a claim.

(b) "**claim**" means (i) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (ii) right to an equitable remedy for breach of performance if such breach gives rise to a payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

4. For purposes of this Certificate, the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

IN WITNESS WHEREOF, the undersigned has set his hand as of the date first written above.

LATTICE SEMICONDUCTOR CORPORATION

By: _____
Name:
Title:

Exhibit (d)(2)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By: /s/ Peter G. Hanelt
Name: Peter G. Hanelt
Title:
Address:

Facsimile:

Shares that are Beneficially Owned:

109,334 Company Shares

40,000 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(3)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By: /s/ William L. George
Name: William L. George
Title:
Address: 3617 E. Camino Sin Nombre
Paradise Valley, AZ 85253
Facsimile: 602-957-6531

Shares that are Beneficially Owned:

66,591 Company Shares

40,000 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(4)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Masood A. Jabbar
Name:	Masood A. Jabbar
Title:	Director
Address:	P.O. Box 675112
	Rancho Santa Fe, CA 92067
Facsimile:	

Shares that are Beneficially Owned:

59,591 Company Shares

45,000 Company Shares
issuable upon exercise of Company Options or Company RSUs

Exhibit (d)(5)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Camillo Martino
Name:	Camillo Martino
Title:	CEO
Address:	18841 Graystone Lane,
	San Jose, CA 95120
Facsimile:	

Shares that are Beneficially Owned:

197,456 Company Shares

1,310,000 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(6)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By: /s/ Umesh Padval
Name: Umesh Padval
Title: Board Member
Address:

Facsimile:

Shares that are Beneficially Owned:

0 Company Shares

0 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(7)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By: /s/ William J. Raduchel

Name: William J. Raduchel

Title:

Address: 615 Kentland Drive

Great Falls, VA 22066

Facsimile: 703-450-8996

Shares that are Beneficially Owned:

72,591 Company Shares

66,667 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(8)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Raymond Cook
Name:	Raymond Cook
Title:	SVP & CFO
Address:	1140 East Arques Ave
	Sunnyvale, CA 94085
Facsimile:	

Shares that are Beneficially Owned:

0 Company Shares

16,279 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(9)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Timothy J. Vehling
Name:	Timothy J. Vehling
Title:	SVP/GM
Address:	1140 East Arques Ave
	Sunnyvale, CA 94085
Facsimile:	

Shares that are Beneficially Owned:

52,016 Company Shares

309,250 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(10)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Edward Lopez
Name:	Edward Lopez
Title:	Chief Legal & Admin Officer
Address:	1140 East Arques Ave
	Sunnyvale, CA 94085
Facsimile:	

Shares that are Beneficially Owned:

36,818 Company Shares

311,278 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(11)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Khurram P. Sheikh
Name:	Khurram P. Sheikh
Title:	CSTO, SIMG, Inc. & President, SiBEAM, Inc.
Address:	7557 Balmoral Way,
	San Ramon, CA 94582
Facsimile:	

Shares that are Beneficially Owned:

0 Company Shares

0 Company Shares issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(12)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Seamus Meagher
Name:	Seamus Meagher
Title:	VP of WW Sales
Address:	1821 Bridgeview Terrace
	San Jose, CA 95138
Facsimile:	

Shares that are Beneficially Owned:

21,156 Company Shares

87,167 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(13)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc.
1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Steven Robertson
Name:	Steven Robertson
Title:	Vice President Finance
Address:	3133 Lowry Dr
	San Jose, CA 95118
Facsimile:	408-521-0913

Shares that are Beneficially Owned:

2,835 Company Shares

6,774 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

Exhibit (d)(14)

EXECUTION VERSION

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 26, 2015 by and between Lattice Semiconductor Corporation, a Delaware corporation ("Parent"), and the undersigned stockholder ("Stockholder") of Silicon Image, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H:

WHEREAS, concurrently with the execution of this Agreement, Parent, Cayabyab Merger Company, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and the Company have entered into that certain Agreement and Plan of Merger (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, among other things, Merger Sub will commence a tender offer (the "Offer") for each of the issued and outstanding shares of common stock of the Company for Seven Dollars and Thirty Cents ($7.30) in cash per share (the "Offer Price"), following completion of the Offer, Merger Sub will be merged with and into the Company (the "Merger") as a result of which all the then-outstanding shares of capital stock of the Company not tendered in the Offer will be canceled and converted into the right to receive cash in an amount equal to the Offer Price, and the Company will thereupon become a wholly owned subsidiary of Parent.

WHEREAS, as of the date hereof, Stockholder is the Beneficial Owner (as defined below) of the Company Securities (as defined below) set forth on the signature page of this Agreement.

WHEREAS, in consideration of the execution of the Merger Agreement by Parent, as required by Parent, Stockholder (in Stockholder's capacity as a stockholder of the Company) is hereby agreeing to tender and vote the Subject Shares (as defined below) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT

1. Certain Definitions.

(a) All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

(b) For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

"Beneficial Ownership" (and words of correlative meaning) shall mean "beneficial ownership" within the meaning of Rule 13d-3 promulgated under the Exchange Act. A "Beneficial Owner" is a Person that has Beneficial Ownership of any securities.

"Company Securities" shall mean shares of Company capital stock and all rights to purchase or otherwise acquire any shares of Company capital stock, including Company Options and Company RSUs.

"Expiration Date" shall mean the earlier of (i) the Effective Time and (ii) such date and time as the Merger Agreement shall have been validly terminated pursuant to the terms thereof .

"Person" shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

"Shares" shall mean (i) all Company Securities Beneficially Owned by Stockholder as of the date hereof, and (ii) all additional Company Securities, including any shares of Company Capital Stock issuable upon the exercise of Company Options and Company RSUs of which Stockholder acquires Beneficial Ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

"Subject Shares" shall mean any shares of Company Capital Stock owned, or hereafter acquired, by the Stockholder, or for which the Stockholder otherwise becomes the record or Beneficial Owner, prior to the termination of this Agreement.

"Transfer" (and words of correlative meaning) shall mean any direct or indirect (i) sale, transfer, assignment, hypothecation, pledge, encumbrance, granting of an option with respect to (or otherwise entering into a hedging arrangement with respect to), tender or other disposition (by merger, by testamentary disposition, by operation of law or otherwise) of, any Shares or any interest in any Shares, (ii) deposit (or permit the deposit) of any Shares into a voting trust or entry into a voting agreement or arrangement or similar Contract or grant any proxy or power of attorney or give instructions with respect thereto that is inconsistent with the terms of this Agreement, or (iii) agreement or commitment (whether or not in writing) to take any of the actions referred to in the foregoing clause (i) or (ii).

2. Transfer Restrictions. Transfer Restrictions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, the Stockholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Stockholder's tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Employee Plan, (ii) by Transferring Shares to Affiliates, immediate family members, a trust established for the benefit of Stockholder and/or for the benefit of one or more members of Stockholder's immediate family or charitable organizations or upon the death of the Stockholder, provided that, as a condition to such Transfer, the recipient agrees to be bound by this Agreement , (iii) with Parent's prior written consent given at Parent's sole discretion. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect, other than a Transfer to Merger Sub (or Parent on Merger Sub's behalf) pursuant to the Offer.

3. Tender Agreements.

(a) Agreement to Tender Shares in Offer. At least five (5) Business Days prior to the initial expiration date of the Offer, Stockholder shall take all action necessary to properly and validly tender all Subject Shares in the Offer, including, without limitation, by delivering to the depositary designated in the Offer, certificates representing the Subject Shares and all other documents or instruments required to be delivered pursuant to the terms of the Offer, and instructing such Stockholder's broker or such other person who is the holder of record of any Subject Shares to tender such Subject Shares for exchange in the Offer pursuant to the terms and conditions of the Offer. Upon tendering any Subject Shares in the Offer pursuant to the preceding sentence, Stockholder shall not withdraw any such Subject Shares from the Offer. The terms of this Section 3(a) shall automatically terminate, without any action on the part of Parent, Merger Sub or Stockholder, upon the Expiration Date.

(b) Agreement Not to Tender Subject Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, Stockholder shall not tender the Subject Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

4. Voting Agreement.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, at every meeting of the Company Stockholders called, and at every adjournment, postponement or recess thereof, and on every action or approval by written consent of the Company Stockholders, in each case to the extent any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) below are or will be considered, Stockholder (in Stockholder's capacity as a holder of Company Securities) shall, or shall cause the holder of record on any applicable record date to, vote the Subject Shares:

(i) against approval of any proposal made in opposition to, or in competition with, consummation of the Offer, the Merger or any other transactions contemplated by the Merger Agreement; and

(ii) against any of the following actions (other than those actions that relate to the Offer, the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, or reorganization of the Company or any of its Subsidiaries, (B) any sale, lease or transfer of any significant part of the assets of the Company or any of its Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of its Subsidiaries, (D) any material change in the capitalization of the Company or any of its Subsidiaries, or the corporate structure of the Company or any of its Subsidiaries, or (E) any other action that is intended, or could reasonably be expected to, impede, interfere with, delay, postpone, discourage or adversely affect the Offer, the Merger or any other transaction expressly contemplated by the Merger Agreement.

(b) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in the event that a meeting of the Company Stockholders is held at which any of the transactions, actions or proposals contemplated by clauses (a)(i) through (iii) above are or will be considered, Stockholder shall, or shall cause the holder of record on any applicable record date to, appear at such meeting or otherwise cause the Subject Shares to be counted as present thereat for purposes of establishing a quorum.

5. Agreement Not to Exercise Appraisal Rights. Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Merger.

6. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement (including, for the avoidance of doubt, Section 10) shall (or require Stockholder to attempt to) limit or restrict Stockholder (or any designee or other person who is a director or an officeholder of the Company (including, as applicable, any officeholder or director of the Company who is a partner, officer, employee or affiliate of the Stockholder)) from acting in his or her capacity as a director or officer of the Company, if applicable, or voting in such Person's sole discretion on any matter (it being understood that this Agreement shall apply to Stockholder solely in Stockholder's capacity as a holder of Company Securities), including, for the avoidance of doubt, taking any action permitted by Section 6.1 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

7. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein.

8. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants (in Stockholder's capacity as a holder of Company Securities) to Parent that:

(a) Authority; Binding Agreement. Stockholder has the legal power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and the consummation by Stockholder of the transactions contemplated hereby have been duly and validly authorized by Stockholder and no other actions or proceedings on the part of Stockholder are necessary to authorize the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder or thereunder or the consummation by Stockholder of the transactions contemplated hereby or thereby. This Agreement has been duly executed and delivered by Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent, constitute a valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with their respective terms except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

(b) No Conflicts. Except for filings that may be required under the Securities Act, the Exchange Act, other similar securities laws and the HSR Act, and any applicable foreign antitrust, competition or merger control laws and regulations, and assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, no filing with, and no permit, authorization, consent, or approval of, any Governmental Authority is necessary on the part of the Stockholder for the execution by Stockholder of this Agreement, the performance by Stockholder of Stockholder's obligations hereunder and thereunder and the consummation by Stockholder of the obligations of the Stockholder contemplated hereby and thereby. Assuming all notifications, filings, registrations, permits, authorizations, consents or approvals to be obtained or made by the Company, Parent or Merger Sub in connection with the transactions contemplated by the Merger Agreement are obtained or made, none of the execution and delivery by Stockholder of this Agreement, the performance by Stockholder of its obligations hereunder or thereunder or the consummation by Stockholder of the obligations of the Stockholder contemplated hereby will (i) conflict with or result in any breach of any organizational documents applicable to Stockholder, (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, material modification or acceleration) under any of the terms, conditions or provisions of any Contract or obligation of any kind to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, or (iii) violate any Laws applicable to Stockholder or any of Stockholder's properties or assets, except where any such failure would not interfere with such Stockholder's ability to perform his, her or its obligations hereunder.

(c) Ownership of Shares. As of the date of this Agreement, Stockholder (i) is the Beneficial Owner of the Company Securities as indicated on the signature page to this Agreement, all of which are free and clear of any Liens, (except any Liens arising under securities Laws or arising hereunder), and (ii) does not own, beneficially or otherwise, any Company Securities other than the Company Securities indicated on the signature page to this Agreement.

(d) Voting Power. Except as otherwise set forth in this Agreement, Stockholder has or will have sole voting power, sole power of disposition, sole power to issue instructions with respect to the matters set forth herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) Reliance by Parent. Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon Stockholder's execution and delivery of this Agreement.

9. Maximum Shares Subject to Agreement. In the event that the number of Company Securities Beneficially Owned by Stockholder and all other Company Stockholders that enter into substantially similar agreements with Parent (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner," as such terms are defined in Section 203 of the Delaware General Corporation Law) would in the aggregate otherwise result in Parent or Merger Sub being deemed the "owner" of 14.9% of the total outstanding "voting stock" of the Company at the time the Merger Agreement is approved by the Board of Directors of the Company, the number of Shares subject to this Agreement and any substantially similar agreements shall be proportionately and equitably allocated such that the aggregate number of Company Securities subject to all agreements entered into by Parent with the Stockholder and any other Company Stockholders (plus any other shares of "voting stock" of the Company of which Parent or Merger Sub may be deemed the "owner") shall be no greater than the lesser of 14.9% of the total outstanding "voting stock" of the Company (i) as of such time and (ii) as of the date of the commencement of the Offer.

10. Certain Restrictions. Stockholder shall not, directly or indirectly, take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect.

11. Disclosure. Subject to reasonable prior notice and approval (which shall not be unreasonably withheld or delayed), Stockholder shall permit and hereby authorizes Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Offer, the Merger and any transactions related to thereto, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement.

12. Further Assurances. Subject to the terms and conditions of this Agreement, Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill Stockholder's obligations under this Agreement.

13. Merger Agreement. Stockholder hereby acknowledges receipt of, and has had an opportunity to read and understand, the Merger Agreement (including exhibits and schedules thereto).

14. Termination. This Agreement shall terminate and shall have no further force or effect as of the earliest of (a) the Expiration Date and (b) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of the Company's rights under the Merger Agreement, in each case, that results in (i) a decrease in the Offer Price or Merger Consideration (each as defined in the Merger Agreement on the date hereof) or (ii) a change in the form of consideration to be paid in the Offer or in the form of Merger Consideration. Notwithstanding the foregoing, nothing set forth in this Section 14 or elsewhere in this Agreement shall relieve either party hereto from any liability, or otherwise limit the liability of either party hereto, for any breach of this Agreement occurring prior to the termination hereof.

15. Miscellaneous.

(a) Certain Interpretations.

(i) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(ii) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(iii) The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(b) Entire Agreement. This Agreement contains the entire understanding of the parties hereto in respect of the subject matter hereof, and supersede all prior negotiations, agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

(c) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(d) Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable or would cause the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4) of the Delaware General Corporation Law ("Section 251(h)(4)"), the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement, or such provision that causes the Merger Agreement or transactions contemplated thereby to fail to satisfy Section 251(h)(4), with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(e) Assignment. No party may assign either this Agreement or any of such party's rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) Amendment; Waiver. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance with any of the terms or conditions of this Agreement. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with such party's obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party's right to exercise any such or other right, power or remedy or to demand such compliance.

(g) Specific Performance. The parties hereto acknowledge that Parent shall be irreparably harmed and that there shall be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to Parent upon any such violation, Parent shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to Parent at law or in equity.

(h) Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

(i) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via telecopy (receipt confirmed) to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

If to Parent to:

Lattice Semiconductor Corporation
5555 NE Moore Ct.
Hillsboro, Oregon 97124-6421
Attention: General Counsel
Facsimile: 503-268-8077

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, California 94301
Attention: Thomas J. Ivey
Facsimile: (650) 798-6549

If to Stockholder to:

To the address for notice set forth on the signature page hereto.

with copies (which shall not constitute notice) to:

Silicon Image, Inc. 1140 East Arques Ave.
Sunnyvale, CA 94085
Attention: General Counsel
Facsimile: (408) 616-6399

Fenwick & West LLP
801 California Street
Mountain View, California 94041
Attention: David Michaels
Facsimile: (650) 938-5200

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

(k) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any state court located within New Castle County, State of Delaware in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby (including the Offer and the Merger) in any jurisdiction or courts other than as provided herein.

(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(m) Expenses. All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring the expenses, whether or not the Offer and the Merger are consummated.

(n) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed to be effective as of the date first above written.

LATTICE SEMICONDUCTOR CORPORATION

By: /s/ Byron Milstead
Name: Byron Milstead
Title: Corporate Vice President, General Counsel, and Secretary

[Signature Page to Support Agreement]

STOCKHOLDER:

(Name of Entity, if an entity)

By:	/s/ Stanley Mbugua
Name:	Stanley Mbugua
Title:	Corporate Controller
Address:	4463 Openmeadow Ct
	San Jose, CA 95129
Facsimile:	408-521-0913

Shares that are Beneficially Owned:

650 Company Shares

1,604 Company Shares
issuable upon exercise of Company Options or Company RSUs

[Signature Page to Support Agreement]

MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT (this "**Agreement**") is entered into as of September 26, 2014 by and between Lattice Semiconductor Corporation (including its subsidiaries, "**L Company**"), and Silicon Image, Inc. (including its subsidiaries, "**S Company**").

WHEREAS, S Company and the L Company are engaging in discussions about possible strategic business transactions between them (the "**Transactions**"), and in connection with evaluating the Transactions, each party (the "**Disclosing Party**") may disclose to the other party (the "**Receiving Party**") certain information which is non-public, confidential or proprietary in nature;

NOW, THEREFORE, the parties hereby agree as follows:

1. Confidentiality of Information.

(a) The Receiving Party and its Representatives (as defined below) (i) will keep the Information (as defined below) confidential and will not (except as required by applicable law, regulation, stock exchange or stock market requirement, or legal process, and only after compliance with paragraph 3 below), without the Disclosing Party's prior written consent, disclose to any person any Information, and (ii) will not use any Information in any manner (whether for itself, any other person or otherwise) other than solely in connection with its consideration of the Transactions. The Receiving Party further agrees that it will disclose the Information to only those of its Representatives who have a need to know such Information and are informed by Receiving Party of the confidential nature of the Information, and that such disclosure will be made solely for the purpose of evaluating or effecting the Transactions. However, the terms of this Agreement shall not be construed to limit either party's right to independently develop or acquire products without reliance upon the other party's Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other persons, that is similar to Information of the Disclosing Party. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party will not develop, or have developed for it, products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Information, provided that the Receiving Party does not violate its obligations under this Agreement in connection with such development. Nothing in this Agreement shall be deemed to grant either party a license under or to any of the other party's intellectual property rights.

(c) The term "**Information**" shall mean, with respect to the Disclosing Party in question, the confidential, proprietary or non-public information furnished by the Disclosing Party or its Representatives to the Receiving Party or its Representatives in connection with the Receiving Party's evaluation of the Transactions. Information shall be marked with a restrictive legend of the Disclosing Party. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure and the Disclosing Party will promptly provide the Receiving Party with a written summary. The term "**Information**" will not, however, include information that (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party or its Representatives in violation of this Agreement, (ii) is or becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source (other than the Disclosing Party or any of its Representatives) which, to the Receiving Party's knowledge, is not prohibited from disclosing such information to the Receiving Party, (iii) is known to the Receiving Party or any of its Representatives prior to disclosure by the Disclosing Party or any of its Representatives, or (iv) is or has been independently developed by the Receiving Party without use of or reference to any Information furnished to it by the Disclosing Party. Further, any information produced or furnished pursuant to any legal proceedings involving S Company and L Company shall be subject to the applicable rules and regulations governing such legal proceedings.

(d) The term "**Representative**" shall mean, with respect to the party in question, any of such party's directors, officers, employees, affiliates (as such term is defined in the Securities Exchange Act of 1934, as amended), representatives (including, without limitation, financial advisors, investment bankers, attorneys and accountants) and agents.

2. Confidentiality of Transactions and Status of Transactions. Without the prior written consent of the other party, neither S Company nor L Company nor any of their respective Representatives will (except as required by applicable law, regulation, stock exchange or stock market requirement, or legal process, and only after compliance with paragraph 3 below) disclose to any person any information regarding possible Transactions or any information relating in any way to the Information, including, without limitation (i) that any investigations, discussions or negotiations are taking or have taken place concerning possible Transactions, including the status thereof or the termination of such discussions or negotiations, (ii) any of the terms, conditions or other facts with respect to any such possible Transactions or its consideration of possible Transactions, (iii) that this Agreement exists, that Information exists or has been requested or made available or (iv) any opinion or view with respect to the Transactions or the Information. S Company and the L Company each further agrees that it will disclose the information described in this paragraph to only those of its Representatives who have a need to know such information, are informed of the confidential nature of the information, and that such disclosure will be made solely for the purpose of evaluating or effecting the Transactions.

3. Mandatory Requests from Third Parties for Information. In the event that the Receiving Party or any of its Representatives is required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, any informal or formal investigation) by any government or governmental agency or any stock exchange or stock market, or is otherwise required by law or legal process, to disclose any of the Information or any information the disclosure of which is limited by the provisions of paragraph 2 above (collectively, the "**Compelled Information**"), the Receiving Party will notify the Disclosing Party promptly in writing so that the Disclosing Party may seek a protective order or other appropriate remedy or, in the Disclosing Party's sole discretion, waive compliance with the terms of this Agreement with respect to such disclosure. The Receiving Party and its Representatives agree not to oppose any action by the Disclosing Party to obtain a protective order or other appropriate remedy and shall cooperate fully with the Disclosing Party in connection therewith. In the event that no such protective order or other remedy is obtained and the Receiving Party or any its Representatives has been advised by legal counsel in writing that it is legally compelled to disclose the Compelled Information, the Receiving Party or its Representatives may disclose the Compelled Information but will furnish only that portion of the Compelled Information which the Receiving Party is advised by counsel is legally required and will exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Compelled Information.

4. Return of Information. Upon termination of the discussions between the parties contemplated by this Agreement or the Disclosing Party's written request, the Receiving Party and its Representatives will promptly return to the Disclosing Party all written Information that has been provided to the Receiving Party by the Disclosing Party; *provided*, that in lieu of being returned to the Disclosing Party, such written Information may be destroyed by the Receiving Party, in which case the Receiving Party shall provide the Disclosing Party a written certification that such written materials have been destroyed.

5. No Obligation to Consummate Transactions. Each party hereto acknowledges and agrees that the other party has made no decision to pursue any Transaction and agrees that the other party will have the right in its sole discretion, without giving any reason therefor, at any time to terminate discussions concerning possible Transactions or to elect not to pursue any such Transactions. In addition, each party hereto agrees that, except for the matters specifically agreed to herein or in written agreements subsequently entered into between the parties, no contract or agreement providing for any Transactions involving the parties or any of their Representatives shall be deemed to exist, and neither party shall be under any legal obligation of any kind whatsoever with respect to any such Transactions by virtue of this or any other written or oral expression with respect to such Transactions by any of its Representatives, unless and until definitive investment, acquisition, licensing or other agreements, if any, with respect to such Transactions have been executed and delivered by each such party.

6. No Representations as to the Accuracy of the Information. The Receiving Party and its Representatives acknowledge that neither the Disclosing Party nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Information. The Receiving Party and its Representatives agree that they will be entitled to rely only on such representations and warranties as may be included in definitive agreements (if any) with respect to the Transactions, subject to such limitations and restrictions as may be contained therein.

7. Miscellaneous.

(a) Injunctive Relief. It is agreed that the Disclosing Party would be irreparably injured by a breach of this Agreement by the other party or any of its Representatives, that monetary remedies would be inadequate to protect such party against any actual or threatened breach of this Agreement by the other party or any of its Representatives, and, without prejudice to any other rights and remedies otherwise available to such party, the other party, on behalf of itself and its Representatives, agrees to the granting of equitable relief, including injunctive relief and specific performance.

(b) Severability. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

(c) Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and the respective successors and assigns.

(d) Modifications to Agreement; Waivers. No modifications of or changes to this Agreement or waiver of the terms and conditions hereof will be binding upon L Company or S Company, unless approved in writing and signed by both L Company and S Company. It is further agreed that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws thereof.

(f) Termination. Each party's obligations hereunder with respect to Information shall terminate on the third anniversary of the date of this Agreement; *provided* that all matters related thereto in respect of which a claim has been made or an action or proceeding has been instituted on or prior to such date shall survive the expiration of such period until such claim, action or proceeding is finally resolved.

(g) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter of this Agreement and supersedes all prior agreements with respect thereto.

(h) Notices. Any notice required or permitted to be given by a party under this Agreement shall be delivered by hand, overnight courier or confirmed facsimile to the person who executes this Agreement for the other party at the address provided below for such person.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature Page Next]

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Confidentiality Agreement to be executed and delivered as of the date first written above.

L COMPANY

By: /s/ Byron W. Milstead

Name: Byron W. Milstead

Title: Corp Vice President & General Counsel

Facsimile: (503) 268-8077

Address: 5555 NE Moore Court

Hillsboro, OR 97124

S COMPANY

By: /s/ Edward Lopez

Name: Edward Lopez

Title: Chief Legal and Administrative Officer

Facsimile: (408) 616-6390

Address: 1140 East Arques Avenue

Sunnyvale, CA 94085

Exhibit (d)(15)

AMENDMENT TO MUTUAL CONFIDENTIALITY AGREEMENT

THIS AMENDMENT TO MUTUAL CONFIDENTIALITY AGREEMENT ("**Amendment**"), is entered into as of January 8, 2015 ("**Effective Date**"), by and between **Lattice Semiconductor Corporation** (including its subsidiaries, "**L Company**") and Silicon Image, Inc. (including its subsidiaries, "**S Company**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, L Company and S Company are party to that certain Mutual Confidentiality Agreement dated as of September 22, 2014 (the "**Agreement**") relating to the sharing of certain information which is non-public, confidential or proprietary in nature;

WHEREAS, L Company and S Company wish to share certain additional confidential and to establish certain additional protections and limitations with respect to the use of that information;

NOW, THEREFORE, for and in consideration of the foregoing, and of the promises and mutual agreements contained herein, the Parties agree as follows:

1. Amendment of the Agreement. The Agreement is hereby amended to add the following paragraph 2a:

2a. Non-solicitation; employment. The Parties agree that neither Party shall, without the express written consent of the Chief Financial Officer or General Counsel of the other Party, for a period of eighteen (18) months from the date of this Agreement, either (i) induce or attempt to induce any employee of the other Party to terminate any employment with such Party, or (ii) directly or indirectly solicit for employment, employ, or otherwise contract for the services of any person who is now employed or engaged or becomes employed or engaged by the other Party during the term of this Agreement and with respect to whom any Information has been provided hereunder other than persons whose employment has been terminated for a period of three (3) months prior to such solicitation, employment or other contracting. This provision shall not apply to (a) general solicitations of employment by a party, including without limitation general solicitations on the internet or in other media, in each case that do not specifically target the employees of the other Party, or any individual employee, or (b) the hiring of any employee who response to such a general solicitation advertisement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

L COMPANY

By /s/ Byron W. Milstead
Byron W. Milstead
Its Corp Vice President and General Counsel

S COMPANY

By /s/ Edward Lopez
Edward Lopez
Its Chief Legal and Administrative Officer