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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 6)¹***

PIXELWORKS, INC.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

72581M305
(CUSIP Number)

Becker Drapkin Management, L.P.
Attn: Steven R. Becker
Attn: Matthew A. Drapkin
500 Crescent Court, Suite 230
Dallas, Texas 75201
(214) 756-6016

With a copy to:
Taylor H. Wilson
Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
(214) 651-5615

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

February 13, 2014
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

¹ This filing constitutes Amendment No. 3 for Bradley Shisler, and Amendment No. 6 for all other persons making this filing.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of reporting persons Becker Drapkin Management, L.P.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) AF, OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Texas	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 2,194,330
	9.	Sole dispositive power 0
	10.	Shared dispositive power 2,194,330
11.	Aggregate amount beneficially owned by each reporting person 2,194,330	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 10.0%	
14.	Type of reporting person (see instructions) IA, PN	

1.	Names of reporting persons Becker Drapkin Partners (QP), L.P.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) WC	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Texas	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 1,317,793
	8.	Shared voting power 0
	9.	Sole dispositive power 1,317,793
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 1,317,793	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 6.0%	
14.	Type of reporting person (see instructions) PN	

1.	Names of reporting persons Becker Drapkin Partners, L.P.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) WC	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Texas	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 195,028
	8.	Shared voting power 0
	9.	Sole dispositive power 195,028
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 195,028	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 0.9%	
14.	Type of reporting person (see instructions) PN	

1.	Names of reporting persons BD Partners IV, L.P.	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) WC	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Texas	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 681,509
	8.	Shared voting power 0
	9.	Sole dispositive power 681,509
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 681,509	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 3.1%	
14.	Type of reporting person (see instructions) PN	

1.	Names of reporting persons BC Advisors, LLC	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) AF, OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization Texas	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 2,194,330
	9.	Sole dispositive power 0
	10.	Shared dispositive power 2,194,330
11.	Aggregate amount beneficially owned by each reporting person 2,194,330	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 10.0%	
14.	Type of reporting person (see instructions) OO	

1.	Names of reporting persons Steven R. Becker	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) AF, OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization United States	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 27,35012
	8.	Shared voting power 2,194,330
	9.	Sole dispositive power 19,3501
	10.	Shared dispositive power 2,194,330
11.	Aggregate amount beneficially owned by each reporting person 2,221,68012	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 10.1%	
14.	Type of reporting person (see instructions) IN	

¹ Includes 5,417 shares of common stock of the issuer that the reporting person has the right to acquire within 60 days of the date of this Schedule 13D pursuant to stock options to acquire shares of common stock of the issuer.

² Includes 8,000 unvested shares of restricted stock of the issuer, which are subject to forfeiture and restrictions and vest on May 9, 2014.

1.	Names of reporting persons Matthew A. Drapkin	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) AF, OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization United States	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 0
	8.	Shared voting power 2,194,330
	9.	Sole dispositive power 0
	10.	Shared dispositive power 2,194,330
11.	Aggregate amount beneficially owned by each reporting person 2,194,330	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 10.0%	
14.	Type of reporting person (see instructions) IN	

1.	Names of reporting persons Bradley Shisler	
2.	Check the appropriate box if a member of a group (see instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC use only	
4.	Source of funds (see instructions) OO	
5.	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or place of organization United States	
Number of shares beneficially owned by each reporting person with	7.	Sole voting power 31,97812
	8.	Shared voting power 0
	9.	Sole dispositive power 23,9781
	10.	Shared dispositive power 0
11.	Aggregate amount beneficially owned by each reporting person 31,97812	
12.	Check if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13.	Percent of class represented by amount in Row (11) 0.1%	
14.	Type of reporting person (see instructions) IN	

¹ Includes 5,417 shares of common stock of the issuer that the reporting person has the right to acquire within 60 days of the date of this Schedule 13D pursuant to stock options to acquire shares of common stock of the issuer.

² Includes 8,000 unvested shares of restricted stock of the issuer, which are subject to forfeiture and restrictions and vest on May 9, 2014.

This Amendment No. 6 to Schedule 13D (this "Amendment") is filed by and on behalf of each of the Reporting Persons to amend the Schedule 13D related to the Common Stock, \$0.001 par value (the "Common Stock"), of Pixelworks, Inc., an Oregon corporation (the "Issuer") previously filed by the Reporting Persons with the Securities and Exchange Commission (the "Commission") on December 15, 2011, as amended and/or supplemented by Amendment No. 1 to the Schedule 13D filed on December 29, 2011, Amendment No. 2 to the Schedule 13D filed on January 9, 2012, Amendment No. 3 to the Schedule 13D filed on February 10, 2012, Amendment No. 4 to the Schedule 13D filed on August 9, 2012 and Amendment No. 5 to the Schedule 13D filed on November 20, 2013 (as amended, the "Schedule 13D"). This Amendment is filed to disclose (i) changes to beneficial ownership as a result of the acquisition and disposition of shares of Common Stock by certain of the Reporting Persons and (ii) that certain of the Reporting Persons have entered into a Rule 10b5-1(c) Sales Plan. Each capitalized term used and not defined herein shall have the meaning assigned to such term in the Schedule 13D. Except as otherwise provided herein, each Item of the Schedule 13D remains unchanged.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

"(a) The aggregate number and percentage of the class of securities identified pursuant to Item 1 beneficially owned by each Reporting Person is stated in Items 11 and 13 on the cover page(s) hereto.

Each Reporting Person declares that neither the filing of this Schedule 13D nor anything herein shall be construed as an admission that such person is, for the purposes of Section 13(d) or 13(g) of the Act or any other purpose, the beneficial owner of any securities covered by this Schedule 13D.

Each Reporting Person may be deemed to be a member of a group with respect to the Issuer or securities of the Issuer for the purposes of Section 13(d) or 13(g) of the Act. Each Reporting Person declares that neither the filing of this Schedule 13D nor anything herein shall be construed as an admission that such person is, for the purposes of Section 13(d) or 13(g) of the Act or any other purpose, (i) acting (or has agreed or is agreeing to act) with any other person as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of the Issuer or otherwise with respect to the Issuer or any securities of the Issuer or (ii) a member of any syndicate or group with respect to the Issuer or any securities of the Issuer.

(b) Number of shares as to which each Reporting Person has:

- (i) sole power to vote or to direct the vote:
See Item 7 on the cover page(s) hereto.
- (ii) shared power to vote or to direct the vote:
See Item 8 on the cover page(s) hereto.
- (iii) sole power to dispose or to direct the disposition of:
See Item 9 on the cover page(s) hereto.
- (iv) shared power to dispose or to direct the disposition of:
See Item 10 on the cover page(s) hereto.

The Becker Drapkin Funds, Mr. Becker and Mr. Shisler are the record and direct beneficial owners of the securities covered by this Schedule 13D.

Becker Drapkin QP has the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the shares of Common Stock beneficially owned by Becker Drapkin QP (the "Becker Drapkin QP Shares"). Becker Drapkin QP disclaims beneficial ownership of the Becker Drapkin, L.P. Shares and the BD Partners IV Shares.

Becker Drapkin, L.P. has the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the shares of Common Stock beneficially owned by Becker Drapkin, L.P. (the "Becker Drapkin, L.P. Shares"). Becker Drapkin, L.P. disclaims beneficial ownership of the Becker Drapkin QP Shares and the BD Partners IV Shares.

BD Partners IV has the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the shares of Common Stock beneficially owned by BD Partners IV (the "BD Partners IV Shares", and together with the Becker Drapkin QP Shares and the Becker Drapkin, L.P. Shares, the "Becker Drapkin Funds Shares"). BD Partners IV disclaims beneficial ownership of the Becker Drapkin, L.P. Shares and the Becker Drapkin QP Shares.

As general partner of the Becker Drapkin Funds, BD Management may be deemed to have the shared power to vote or direct the disposition of (and the shared power to dispose or direct the disposition of) the Becker Drapkin Funds Shares. BD Management disclaims beneficial ownership of the Becker Drapkin Funds Shares.

As general partner of BD Management, BCA may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) any shares of Common Stock beneficially owned by BD Management. BCA does not own any shares of Common Stock directly and disclaims beneficial ownership of any shares of Common Stock beneficially owned by BD Management.

As co-managing members of BCA, each of Mr. Becker and Mr. Drapkin may be deemed to have the shared power to vote or direct the vote of (and the shared power to dispose or direct the disposition of) any shares of Common Stock beneficially owned by BCA. Mr. Becker and Mr. Drapkin each disclaim beneficial ownership of any shares of Common Stock beneficially owned by BCA.

Mr. Becker owns (i) 21,933 shares of Common Stock (including 8,000 unvested shares of restricted stock of the Issuer, which are subject to forfeiture and restrictions and vest on May 9, 2014) (the "Becker Shares") and (ii) 5,417 options to purchase Common Stock (the "Options") and, in each case, which were granted to him pursuant to the 2006 Plan. Each of the Reporting Persons (other than Mr. Becker) disclaims beneficial ownership over the Becker Shares and the Options.

Mr. Shisler owns (i) 26,561 (including 8,000 unvested shares of restricted stock of the Issuer, which are subject to forfeiture and restrictions and vest on May 9, 2014) shares of Common Stock and (ii) 5,417 options to purchase Common Stock, and, in each case, which were granted to him pursuant to the 2006 Plan. On February 8, 2012, the Standstill Agreement was entered into by the Reporting Persons. As a result of the Standstill Agreement, the BD Parties and Mr. Shisler may be deemed to be a "group" pursuant to Rule 13d-5(b)(1) promulgated under the Act. The BD Parties each disclaim beneficial ownership of any shares of Common Stock owned by Mr. Shisler, and Mr. Shisler disclaims beneficial ownership of any shares of Common Stock owned by any other Reporting Person.

As of the date hereof, no Reporting Person owns any shares of Common Stock other than those set forth in this Item 5.

(c) Transactions in the class of securities reported on that were effected during the past sixty days or since the most recent filing of Schedule 13D, whichever is less, by the Reporting Persons are described below:

<u>Transaction Date</u>	<u>Effecting Person(s)</u>	<u>Shares Acquired</u>	<u>Shares Disposed</u>	<u>Price Per Share</u>	<u>Description of Transaction</u>
02/13/2014	Becker Drapkin QP		183,745	\$4.9431(1)	Open Market Transaction
02/13/2014	Becker Drapkin, L.P.		27,194	\$4.9431(1)	Open Market Transaction
02/13/2014	BD Partners IV		95,025	\$4.9431(1)	Open Market Transaction

(1) Excluding commission of \$0.04 per share.

(d) No person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock set forth above.

(e) Not applicable."

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is amended and supplemented to add the following information for updating as of the date hereof:

On February 13, 2014, Becker Drapkin QP and Tourmaline Partners, LLC (“TOUR”) entered into a Rule 10b5-1(c) Sales Plan (the “QP 10b5-1 Plan”), pursuant to which TOUR will sell shares of Common Stock on behalf of Becker Drapkin QP. Transactions under the QP 10b5-1 Plan will be subject to certain price restrictions, and the QP 10b5-1 Plan may be terminated by Becker Drapkin QP at any time.

On February 13, 2014, Becker Drapkin, L.P. and TOUR entered into a Rule 10b5-1(c) Sales Plan (the “LP 10b5-1 Plan”), pursuant to which TOUR will sell shares of Common Stock on behalf of Becker Drapkin, L.P. Transactions under the LP 10b5-1 Plan will be subject to certain price restrictions, and the LP 10b5-1 Plan may be terminated by Becker Drapkin, L.P. at any time.

On February 13, 2014, BD Partners IV and TOUR entered into a Rule 10b5-1(c) Sales Plan (the “IV 10b5-1 Plan”, and together with the QP 10b5-1 Plan and the LP 10b5-1 Plan, the “10b5-1 Plans”), pursuant to which TOUR will sell shares of Common Stock on behalf of BD Partners IV. Transactions under the IV 10b5-1 Plan will be subject to certain price restrictions, and the IV 10b5-1 Plan may be terminated by BD Partners IV at any time.

A form of the 10b5-1 Plans is filed, without the pricing information appendix, as Exhibit 99.4 to this Schedule 13D. The 10b5-1 Plans are intended to comply with the requirements of Rule 10b5-1(c) promulgated under the Act. Any description of a 10b5-1 Plan included herein is qualified in its entirety by reference to Exhibit 99.4.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and restated in its entirety as follows:

“The following exhibits are filed as exhibits hereto:

<u>Exhibit</u>	<u>Description of Exhibit</u>
24.1	Power of Attorney, dated November 20, 2013, signed by Steven R. Becker (incorporated by reference to Exhibit 24.1 to the Schedule 13D relating to the Common Stock of the Issuer filed on November 20, 2013 by the Reporting Persons with the SEC)
24.2	Power of Attorney, dated November 20, 2013, signed by Matthew A. Drapkin (incorporated by reference to Exhibit 24.2 to the Schedule 13D relating to the Common Stock of the Issuer filed on November 20, 2013 by the Reporting Persons with the SEC)
99.1	Joint Filing Agreement, dated August 9, 2012 (incorporated by reference to Exhibit 1 to the Schedule 13D relating to the Common Stock of the Issuer filed on August 9, 2012 by the Reporting Persons with the SEC)
99.2	Agreement, dated February 8, 2012, by and among Pixelworks, Inc.; Steven R. Becker; Matthew A. Drapkin; BC Advisors, LLC; Becker Drapkin Management, L.P.; Becker Drapkin Partners (QP), L.P.; Becker Drapkin Partners, L.P.; BD Partners IV, L.P. and Bradley Shisler (incorporated by reference to Exhibit 1 to the Schedule 13D relating to the Common Stock of the Issuer filed on February 10, 2012 by the Reporting Persons with the SEC)
99.3	Amendment No. 1 to Agreement, dated August 9, 2012, by and among Pixelworks, Inc.; Steven R. Becker; Matthew A. Drapkin, BC Advisors, LLC; Becker Drapkin Management, L.P.; Becker Drapkin Partners (QP), L.P., Becker Drapkin Partners, L.P.; BD Partners IV, L.P.; and Bradley Shisler. (incorporated by reference to Exhibit 1 to the Schedule 13D relating to the Common Stock of the Issuer filed on August 9, 2012 by the Reporting Persons with the SEC)
99.4	Form of Rule 10b5-1 Plan, dated February 13, 2014 (excluding Appendix A) (filed herewith)”

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: February 13, 2014

BECKER DRAPKIN MANAGEMENT, L.P.

By: BC Advisors, LLC
Its: General Partner

By: /s/ Ashley Sekimoto
Name: Ashley Sekimoto
Title: Attorney-in-Fact

BECKER DRAPKIN PARTNERS (QP), L.P.

By: Becker Drapkin Management, L.P.
Its: General Partner

By: BC Advisors, LLC
Its: General Partner

By: /s/ Ashley Sekimoto
Name: Ashley Sekimoto
Title: Attorney-in-Fact

BECKER DRAPKIN PARTNERS, L.P.

By: Becker Drapkin Management, L.P.
Its: General Partner

By: BC Advisors, LLC
Its: General Partner

By: /s/ Ashley Sekimoto
Name: Ashley Sekimoto
Title: Attorney-in-Fact

BD PARTNERS IV, L.P.

By: Becker Drapkin Management, L.P.
Its: General Partner

By: BC Advisors, LLC
Its: General Partner

By: /s/ Ashley Sekimoto
Name: Ashley Sekimoto
Title: Attorney-in-Fact

BC ADVISORS, LLC

By: /s/ Ashley Sekimoto
Name: Ashley Sekimoto
Title: Attorney-in-Fact

STEVEN R. BECKER

/s/ Ashley Sekimoto

Name: Ashley Sekimoto

Title: Attorney-in-Fact

MATTHEW A. DRAPKIN

/s/ Ashley Sekimoto

Name: Ashley Sekimoto

Title: Attorney-in-Fact

BRADLEY SHISLER

/s/ Bradley Shisler

EXHIBIT INDEX

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99.2	Agreement, dated February 8, 2012, by and among Pixelworks, Inc.; Steven R. Becker; Matthew A. Drapkin; BC Advisors, LLC; Becker Drapkin Management, L.P.; Becker Drapkin Partners (QP), L.P.; Becker Drapkin Partners, L.P.; BD Partners IV, L.P. and Bradley Shisler (incorporated by reference to Exhibit 1 to the Schedule 13D relating to the Common Stock of the Issuer filed on February 10, 2012 by the Reporting Persons with the SEC)
99.3	Amendment No. 1 to Agreement, dated August 9, 2012, by and among Pixelworks, Inc.; Steven R. Becker; Matthew A. Drapkin, BC Advisors, LLC; Becker Drapkin Management, L.P.; Becker Drapkin Partners (QP), L.P., Becker Drapkin Partners, L.P.; BD Partners IV, L.P.; and Bradley Shisler. (incorporated by reference to Exhibit 1 to the Schedule 13D relating to the Common Stock of the Issuer filed on August 9, 2012 by the Reporting Persons with the SEC)
99.4	Form of Rule 10b5-1 Plan, dated February 13, 2014 (excluding Appendix A) (filed herewith)

[]
Pixelworks, Inc.
Common Stock

Rule 10b5-1(c) Sales Plan

I, [] have, as of the date set forth below (the "Adoption Date"), established this Sales Plan (the "Plan") in order to sell shares of Pixelworks, Inc. (the "Issuer") common stock pursuant to the requirements of rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

I request that Tourmaline Partners, LLC ("TOUR") execute the Plan as follows:

1. Starting on March 7, 2014, or as soon thereafter as practicable, **sell** shares in accordance with Appendix A.
2. The Plan shall end on the earliest of:
 - May 14, 2014
 - the completion of all sales contemplated in paragraph 1 of the Plan;
 - TOUR's determination that:
 - a) the Plan does not comply with rule 10b5-1(c) or other applicable securities laws;
 - b) I have failed to comply in any material respect with my obligations under the Plan; or
 - the filing of a bankruptcy petition by the Issuer
 - the public announcement of a merger, recapitalization, acquisition, tender or exchange offer, or other business combination or reorganization which, if completed, would result in the exchange or conversion of the shares of the Issuer into shares of a company other than the Issuer
 - the conversion of the shares into rights to receive fixed amounts of cash or into debt securities and/or preferred stocks (whether in whole or in part)
 - my dissolution
 - in the event that I fail to deliver to TOUR or its clearing broker the shares intended for sale under this Sales Plan, or
 - receipt by TOUR of written notice of termination from me or the Issuer, which notice will be sent to TOUR in accordance with paragraph 17 below.
3. If TOUR must suspend sales of shares allocated under the Plan, pursuant to paragraph 1 above, on a particular day for any of the following reasons:
 - a day specified by the Plan is not a day on which the shares trade regular way on the Exchange;
 - trading of the shares on the Exchange is suspended for any reason;
 - TOUR cannot effect a sale of shares due to legal, regulatory or contractual restrictions applicable to it or to me (including without limitation, Regulation M); or a lock-up agreement in connection with a bona fide underwritten public offering of securities by the Issuer of which the Issuer provides notice to TOUR;
 - If the shares are being sold pursuant to a registration statement, the termination, expiration, suspension or unavailability of the registration statement;

then TOUR will resume sales in accordance with paragraph 1 above on the next day specified in the Plan after the condition causing the suspension of sales has been resolved to the reasonable satisfaction of TOUR. Shares allocated under the Plan for sale during the period when sales under the Plan are suspended will be sold as soon as possible once sales under the Plan resume; provided, however, that in no case will (a) any shares be sold below the price specified in Appendix A or (b) any shares be sold after the scheduled expiration of the Plan.

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4. At the discretion of TOUR, shares allocated under the Plan for sale on a given day or date may be sold in bulk or in smaller increments, depending upon market demand and the minimum price established above in paragraph 1.
 5. In the event of a stock split (whether effected through a stock dividend or otherwise) or reverse stock split, the price at which shares are sold and the number of shares to be sold will be automatically adjusted proportionately.
 6. Until this Sales Plan has been terminated, I shall not enter into any agreement with, give any instructions to, or adopt a plan for trading with another Financial Institution with respect to the sale of the Issuer's shares for the purpose of establishing a Sales Plan that complies with Rule 10b5-1.
 7. Rule 144
 - I authorize TOUR to file on my behalf the Forms 144 that I have provided to TOUR necessary to effect the Plan. Such Forms 144 shall include a statement to the following effect in the remarks section "The shares covered by this Form 144 are being sold pursuant to a Rule 10b5-1 sales plan dated February 13, 2014; the representation below regarding the seller's knowledge of material non-public information speaks as of the adoption date of the plan."
 - If appropriate, I understand and agree that TOUR will make a Form 144 filing upon trade execution and each Form 144 shall state that the sales are being effected in accordance with a sales plan intended to comply with rule 10b5-1(c).
 - TOUR will conduct sales pursuant to Rule 144 if appropriate, including applying Rule 144 volume limitations as if the sales under the Plan were the only sales subject to the volume limitations.
 8. Indemnification.
 - I agree to indemnify, defend and hold harmless TOUR, its partners, officers, directors, affiliates, employees and agents ("Indemnified Parties") from and against all claims, losses, judgments, suits, actions, proceedings, damages, liabilities or other expenses (including attorney's fees and disbursements), whether direct, indirect, incidental or consequential arising in any manner out with this Plan, its performance or breach thereof, in each case, except to the extent such claims, losses, damages and liabilities are attributable to TOUR's gross negligence or willful misconduct or bad faith.
 - This indemnification will survive the termination of the Plan.
 9. The Plan may be modified or amended only in accordance with the following:
 - Upon the written agreement of myself and TOUR and approval of any amendment or modification by the Issuer and
 - Upon modification of the Plan, [] will be subject to a 30 day cooling off period before executing any trades.
 - Amendments or modifications to the Plan may only be made during an open trading window and while I am not in possession of any material nonpublic information and shall be subject to the representations and warranties set forth in Section 9 below.

10. I represent, warrant and covenant that:

- As of the Adoption Date, I am not aware of any material nonpublic information concerning the Issuer or its securities. I am entering into this Plan in good faith and not as part of a plan or scheme to evade compliance with the federal or state securities laws.
- While this Plan is in effect, I agree not to enter into or alter any corresponding or hedging transaction or position with respect to the securities covered by this Plan (including without limitation, with respect to any securities convertible or exchangeable into shares of the Issuer) and I agree not to alter or deviate from the terms of this Plan.
- I am permitted to sell the shares in accordance with the Issuer's insider trading policies and have obtained the approval of Issuer's counsel to enter into this Sales Plan.
- Except as specified in this Plan, I acknowledge and agree that I do not have, and will not attempt to exercise any influence or discretion over how, when and whether to effect transactions under this Plan.
- I shall not, directly or indirectly, communicate any material nonpublic information relating to the Stock or Issuer to any employee of TOUR.
- I am not subject to any legal, regulatory or contractual restriction or undertaking that would prevent TOUR from conducting sales in accordance with this Sales Plan.
- The shares to be sold under this Sales Plan are owned free and clear by me and are not subject to any liens, security interests or other encumbrances or limitations on dispositions, other than those imposed by Rule 144 or Rule 145, if applicable.

11. TOUR represents, warrants and covenants that:

- a) It has implemented reasonable policies and procedures to ensure that any person who has influence over investment decisions under the Plan, including, but not limited to, how, when or whether to effect a sale, will not be exposed to material nonpublic information with respect to the Issuer or any of its securities.
- b) No sales will be made under the Plan by any person at TOUR who is aware of material nonpublic information with respect to the Issuer or any of its securities.
- c) It shall provide to me and the Issuer timely information about all sales made under the Plan sufficient to permit (i) me to timely prepare and make all filings required under Section 13(d), 13(g) and 16 of the Exchange Act, and (ii) the Issuer to timely prepare and make all filings required under Sections 13(a), 14 and 15(d) of the Exchange Act.
- d) Proceeds from any sale of stock effected under the Plan will be delivered to my TOUR account on a normal three-day settlement basis, less any commission, commission equivalent, mark-up and differential and other ordinary expenses of sale to be paid to TOUR.

12. To the extent permitted by applicable law, TOUR and its affiliates shall only be liable for any loss, damage, charge, cost or other liability (including, without limitation, any legal fees, penalties or excise taxes) ("Losses") sustained or incurred by the undersigned, that arise directly out of the bad faith or willful misconduct of TOUR. This paragraph shall survive the termination of this Agreement.
13. I agree to pay TOUR compensation for acting as broker-dealer agent under this Plan a commission (in the case of an agency execution) or a commission equivalent charge (in the case of a principal execution) at a rate of \$.02 for each share sold pursuant to this Plan.
14. I agree to reimburse TOUR or its affiliates for any Losses that result, directly or indirectly, from TOUR being subject to a buy-in of securities pursuant to industry rules or regulations (including the rules or procedures of any registered clearing agency) because of an inability to deliver securities to settle any sale transaction effected under this Plan. This paragraph shall survive the termination of this Agreement.
15. The Plan may be signed in counterparts, each of which will be an original.

16. The Plan constitutes the entire agreement between me and TOUR and supersedes any prior agreements or understandings regarding the Plan.

17. All notices given by the Parties under this plan will be as follows:

[]

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Notices may be given telecopy to the above indicated number(s), in either case provided that a confirmatory copy is sent by a reputable overnight courier guaranteeing next business day delivery.

18. TOUR and I acknowledge and confirm that the Issuer is not a party to the Plan.

19. The Seller acknowledges and agrees that TOUR has not provided the Seller with any tax, accounting or legal advice with respect to this Plan, including whether the Seller would be entitled to any of the affirmative defenses under Rule 10b5-1.

20. If any provision of the Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of the Plan will continue and remain in full force and effect.

21. This Plan will be governed by and construed in accordance with the internal laws of the State of Connecticut.

By: _____

Date: _____

Acknowledged and Agreed this day of , 2014

Toumamline Partners, LLC

By: _____

Name: _____

Title: _____

Pixelworks, Inc. (the Issuer) has reviewed this Plan and confirms that it is consistent in form with the Issuer's Insider Trading policy.

By: _____

Name: _____

Title: _____