

Digimarc CORP  
Form 8-K  
November 07, 2011

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

**WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the**  
**Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): November 1, 2011**

**DIGIMARC CORPORATION**

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

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

**001-34108**  
**(Commission**  
  
**File No.)**

**26-2828185**  
**(IRS Employer**  
  
**Identification No.)**

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9405 SW Gemini Drive, Beaverton Oregon 97008

(Address of principal executive offices) (Zip Code)

(503) 469-4800

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

(e)

On November 4, 2011, Digimarc Corporation (the Company ) entered into a three-year employment agreement (the Employment Agreement ) with Bruce Davis, its Chairman of the Board and Chief Executive Officer, effective as of November 1, 2011. Mr. Davis's employment agreement, dated October 28, 2008, expired October 28, 2011. The new Employment Agreement provides for a salary of \$525,000 per year for the term of the Employment Agreement. Under the terms of the Employment Agreement, on November 4, 2011, the Company granted Mr. Davis options to purchase 100,000 shares of the Company's common stock with an exercise price of \$27.61 per share and a term of ten years. The options become exercisable monthly over the three year period from the date of grant. On November 4, 2011, the Company also granted Mr. Davis 50,000 shares of time-based restricted stock pursuant to the Employment Agreement. The restricted stock will vest in three equal annual installments on each anniversary of the grant date. The restricted stock and exercisability of the options may be accelerated, under specified circumstances. The options and restricted stock are subject to the terms and conditions of the Company's 2008 Incentive Plan, except as to vesting and certain other terms as set forth in the Employment Agreement. Mr. Davis remains eligible for the Company's standard benefits programs at the levels that are made available to similarly situated executives at the Company.

If, other than in connection with a Change of Control, the Company terminates employment with Mr. Davis other than for Cause, or Mr. Davis terminates employment with the Company for Good Reason, as each of these terms is defined in the Employment Agreement, then, under the terms of the Employment Agreement, Mr. Davis is eligible to receive: (i): accelerated vesting of unvested stock options and restricted stock that would have vested or become exercisable within two years from the date of termination; (ii) continuation of salary for two years from the date of termination; and (iii) continuation of coverage under the Company's health care plans for the shorter of two years or Mr. Davis's eligibility for continuation coverage under the Company's health plans. If, within 18 months following a Change of Control, the Company terminates employment with Mr. Davis other than for Cause, or Mr. Davis terminates employment with the Company for Good Reason, then, under the terms of the Employment Agreement, Mr. Davis is eligible to receive: (i): accelerated vesting of all of his unvested stock options and restricted stock; (ii) continuation of salary for two years from the date of termination; and (iii) continuation of coverage under the Company's health care plans for the shorter of two years or Mr. Davis's eligibility for continuation coverage under the Company's health plans. Receipt of the specified termination benefits are conditioned upon compliance with various noncompetition and nonsolicitation provisions provided for in the Employment Agreement.

The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement, which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

Exhibit No.	Description
10.1	Employment Agreement, effective as of November 1, 2011, between Digimarc Corporation and Bruce Davis.

**SIGNATURE**

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

Date: November 7, 2011

By: /s/ Robert P. Chamness  
Robert P. Chamness  
Chief Legal Officer and Secretary

**INDEX TO EXHIBITS**

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