

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 3)*

Information to be Included in Statements Filed Pursuant to Rule 13d-1(a) and Amendments Thereto Filed Pursuant to Rule 13d-2(a)

Vimicro International Corporation
(Name of Issuer)

Ordinary Shares, par value US\$0.0001 per share **
(Title of Class of Securities)

G9366M103
(CUSIP Number)

**Zhonghan (John) Deng
Zhaowei (Kevin) Jin
Xiaodong (Dave) Yang
15/F Shining Tower
No. 35 Xueyuan Road
Haidian District, Beijing 100083
People's Republic of China**

**Shengda Zan
Room 906, Bank of Shanghai Tower
168 Middle Yincheng Road, Shanghai
People's Republic of China**

With copies to:

**Steven Liu, Esq.
Jerome J. Ku, Esq.
Gunderson Dettmer Stough Villeneuve Franklin &
Hachigian, LLP
Suite 2101, Building C, Yintai Center,
#2 Jianguomenwai Ave., Chaoyang District
Beijing 100022, PRC
Facsimile: + (8610) 5680 3889**

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

November 3, 2015
(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 §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.

** Not for trading, but only in connection with the listing on NASDAQ Global Market of American depositary shares, each representing four ordinary shares.

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 ("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

Zhonghan (John) Deng

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
- (b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

PF, OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):

6. CITIZENSHIP OR PLACE OF ORGANIZATION

People's Republic of China

7. SOLE VOTING POWER

10,969,560 ordinary shares⁽¹⁾

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

10,969,560 ordinary shares⁽¹⁾

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,969,560 ordinary shares⁽¹⁾

12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(see instructions)

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

8.19%

14. TYPE OF REPORTING PERSON

IN

(1) This amount includes (a) 6,396,368 ordinary shares, (b) 15,000 American Depositary Shares (ADSs), representing 60,000 ordinary shares and (c) options to purchase 4,513,192 ordinary shares within 60 days of November 4, 2015.

1. NAMES OF REPORTING PERSONS

Vimicro Beijing Corporation

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

PF, OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):

6. CITIZENSHIP OR PLACE OF ORGANIZATION

British Virgin Islands

7. SOLE VOTING POWER

4,513,192 ordinary shares

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

4,513,192 ordinary shares

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

4,513,192 ordinary shares

12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(see instructions)

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.49%

14. TYPE OF REPORTING PERSON (see instructions)

CO

1. NAMES OF REPORTING PERSONS

Zhaowei (Kevin) Jin

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
-
-
- (b)
-

3. SEC USE ONLY

4. SOURCE OF FUNDS

PF, OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):

6. CITIZENSHIP OR PLACE OF ORGANIZATION

People's Republic of China

7. SOLE VOTING POWER

4,285,471 ordinary shares⁽¹⁾NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

4,285,471 ordinary shares⁽¹⁾

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

4,285,471 ordinary shares⁽¹⁾12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(see instructions)

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

3.26%

14. TYPE OF REPORTING PERSON (see instructions)

IN

(1) This amount includes (a) 2,093,619 ordinary shares, (b) 100,000 American Depositary Shares (ADSs), representing 400,000 ordinary shares and (c) options to purchase 1,791,852 ordinary shares within 60 days of November 4, 2015.

1. NAMES OF REPORTING PERSONS

Vimicro Shenzhen Corporation

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(see instructions)

(a) ..

(b) ..

3. SEC USE ONLY

4. SOURCE OF FUNDS

PF, OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e): ..

6. CITIZENSHIP OR PLACE OF ORGANIZATION

British Virgin Islands

7. SOLE VOTING POWER

1,391,851 ordinary shares

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

1,391,851 ordinary shares

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

1,391,851 ordinary shares

12. CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES

(see instructions) ..

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

1.08%

14. TYPE OF REPORTING PERSON (see instructions)

CO

1. NAMES OF REPORTING PERSONS

Shengda Zan ("Mr. Zan")

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
-
-
- (b)
-

3. SEC USE ONLY

4. SOURCE OF FUNDS

AF, WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):

6. CITIZENSHIP OR PLACE OF ORGANIZATION

People's Republic of China

7. SOLE VOTING POWER

35,530,000 ordinary shares⁽¹⁾NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

35,530,000 ordinary shares⁽¹⁾

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

35,530,000 ordinary shares⁽¹⁾12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(see instructions)

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

27.44%

14. TYPE OF REPORTING PERSON (see instructions)

IN

(1) This amount includes (i) 31,250,000 Ordinary Shares held by Alpha Spring Limited ("Alpha Spring"); and (ii) 4,280,000 Ordinary Shares in form of 1,070,000 ADSs directly held by Alpha Spring. Alpha Spring is wholly-owned by Nantong Zongyi Investment Co., Ltd. ("Nantong Zongyi"). Mr. Zan is a member of the board of directors and is the legal representative of Nantong Zongyi. Mr. Zan is also a shareholder holding more than 50% in Nantong Zongyi. Pursuant to Section 13(d) of the Act, each of Nantong Zongyi and Mr. Zan may be deemed to have the sole voting and dispositive powers with respect to the Ordinary Shares held by Alpha Spring.

1. NAMES OF REPORTING PERSONS

Xiaodong (Dave) Yang

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
- (b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

PF, OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):

6. CITIZENSHIP OR PLACE OF ORGANIZATION

People's Republic of China

7. SOLE VOTING POWER

10,847,261 ordinary shares⁽¹⁾

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

10,847,261 ordinary shares⁽¹⁾

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,847,261 ordinary shares⁽¹⁾

12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

(see instructions)

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

8.38%

14. TYPE OF REPORTING PERSON (see instructions)

IN

(1) This amount includes (a) 10,413,961 ordinary shares and (b) 108,325 American Depositary Shares (ADSs), representing 433,300 ordinary shares.

1. NAMES OF REPORTING PERSONS

Vimicro Tianjin Corporation

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

- (a)
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

PF, OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e):

6. CITIZENSHIP OR PLACE OF ORGANIZATION

British Virgin Islands

7. SOLE VOTING POWER

9,053,961 ordinary shares

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

8. SHARED VOTING POWER

0

9. SOLE DISPOSITIVE POWER

9,053,961 ordinary shares

10. SHARED DISPOSITIVE POWER

0

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,053,961 ordinary shares

12. CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(see instructions)

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

7.00%

14. TYPE OF REPORTING PERSON (see instructions)

CO

Preamble

This Amendment No. 3 (this “Amendment No. 3”) amends the Schedule 13D filed by the Reporting Persons relating to the beneficial ownership of ordinary shares, par value US\$0.0001 per share (“Ordinary Shares”) and American depository shares (the “ADSs”), each representing four Ordinary Shares of the Issuer listed on the NASDAQ Global Market under the symbol “VIMC” (the “Issuer”) on August 17, 2015, as amended and supplemented by the Amendment No. 1 to the Schedule 13D filed on September 14, 2015 and the Amendment No. 2 to the Schedule 13D filed on September 25, 2015 (the “Schedule 13D”). Except as specifically amended by this Amendment No. 3, the Schedule 13D remains in full force and effect. Capitalized terms used but not defined in this Amendment No. 3 have the same respective meanings provided to them in the Schedule 13D.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 of the Schedule 13D hereby amended and supplemented as follows:

On November 3, 2015, the Company, Parent and Merger Sub entered into an Amendment No. 1 to the Agreement and Plan of Merger (the “Amendment to the Merger Agreement”), pursuant to which, among other things, 4,453,192 ordinary shares and 15,000 ADSs beneficially owned by Mr. Zhonghan (John) Deng, and 1,391,851 ordinary shares and 100,000 ADSs beneficially owned by Mr. Zhaowei (Kevin) Jin are excluded from the Rollover Shares (as defined in the Amendment to the Merger Agreement) to be rolled over to the Parent.

Concurrently with the execution of the Amendment to the Merger Agreement, Parent, Merger Sub and the Rollover Shareholders entered into an Amendment No. 1 to the Rollover Agreement (the “Amendment to the Rollover Agreement”) in order to change the number of Shares and ADSs to be rolled over as part of the Merger.

Description of the Amendment to the Merger Agreement and the Amendment to the Rollover Agreement which are attached hereto as Exhibits 7.12 and 7.13 and incorporated by reference as if set forth in its entirety herein.

Item 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 is hereby amended and restated in its entirety to read as follows:

(a) – (b) The following disclosure assumes that there are 129,466,334 Ordinary Shares outstanding as of November 4, 2015, as provided by the Issuer.

Ordinary Shares are not listed for trading. Each Ordinary Shares is entitled to one vote on all matters subject to shareholder vote.

With respect to each of the Reporting Persons, the cover pages of this Schedule 13D are incorporated herein by reference, as if set forth in their entirety.

By virtue of their actions in respect of the Proposed Transaction as described herein, the Consortium may be deemed to constitute a “group” within the meaning of Rule 13d-5(b) under the Exchange Act. Each Reporting Person expressly disclaims any beneficial ownership of such shares held by each other Reporting Person.

(c) Except as set forth in Item 3 above and incorporated herein by reference, none of the Reporting Persons has effected any transactions in the Ordinary Shares or ADSs during the 60 days preceding the filing of this Schedule 13D.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Description of the Amendment to the Merger Agreement and the Amendment to the Rollover Agreement which are attached hereto as Exhibits 7.12 and 7.13 and incorporated by reference as if set forth in its entirety herein.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 7.12: Amendment No.1 to the Agreement and Plan of Merger, dated as of November 3, 2015.

Exhibit 7.13: Amendment No.1 to the Rollover Agreement, dated as of November 3, 2015.

SIGNATURE

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

Dated: November 13, 2015

ZHONGHAN (JOHN) DENG

By: /s/ Zhonghan (John) Deng

Vimicro Beijing Corporation

By: /s/ Zhonghan (John) Deng

Name: Zhonghan (John) Deng

Title: Director

ZHAOWEI (KEVIN) JIN

By: /s/ Zhaowei (Kevin) Jin

Vimicro Shenzhen Corporation

By: /s/ Zhaowei (Kevin) Jin

Name: Zhaowei (Kevin) Jin

Title: Director

XIAODONG (DAVE) YANG

By: /s/ Xiaodong (Dave) Yang

Vimicro Tianjin Corporation

By: /s/ Xiaodong (Dave) Yang

Name: Xiaodong (Dave) Yang

Title: Director

SHENGDA ZAN

By: /s/ Shengda Zan

AMENDMENT NO.1 TO THE AGREEMENT AND PLAN OF MERGER

This AMENDMENT NO.1 TO THE AGREEMENT AND PLAN OF MERGER, dated as of November 3, 2015 (this “**Amendment**”), is by and among Vimicro China (Parent) Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“**Parent**”), Vimicro China Acquisition Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Parent (“**Merger Sub**”), and Vimicro International Corporation, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent, Merger Sub and the Company are parties to that certain Agreement and Plan of Merger, dated as of September 15, 2015 (the “**Merger Agreement**”), providing for the merger of Merger Sub with and into the Company;

WHEREAS, pursuant to Section 9.4 of the Merger Agreement, the Merger Agreement may be amended by the parties by execution of an instrument in writing signed on behalf of each of Parent, Merger Sub and the Company, with any such amendment by the Company having been approved by the Special Committee;

WHEREAS, the Special Committee has reviewed and, after determining that the revisions to the Merger Agreement called for by this Amendment are advisable to, and in the best interests of, the Company and its shareholders, approved this Amendment;

WHEREAS, the the Company Board has approved this Amendment;

WHEREAS, the board of directors of Parent and the board of directors of Merger Sub have approved this Amendment; and

WHEREAS, each of Parent, Merger Sub and the Company desires to amend the Merger Agreement to provide for the changes to the terms and conditions thereof as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth herein, the parties hereto agree to amend the Merger Agreement as set forth below.

1. Amendments.

1.1 Paragraph 6 of the recitals in the Merger Agreement is hereby amended and replaced in its entirety to read as follows:

“WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Parent’s and Merger Sub’s willingness to enter into this Agreement, each of the Rollover Shareholders has executed and delivered to Parent a rollover agreement, dated as of the date hereof and attached hereto as **Exhibit B**, among the Rollover Shareholders, Parent and Merger Sub (together with the schedules and exhibits attached thereto, as may be amended from time to time in accordance with its terms, the “**Rollover Agreement**”), pursuant to which the Rollover Shareholders will contribute to Parent and/or Merger Sub, subject to the terms and conditions therein, the Rollover Shares;”

1.2 The definition of “**Rollover Shares**” in the Merger Agreement is hereby amended and replaced in its entirety to read as follows:

““**Rollover Shares**” shall mean the Company Shares and ADSs beneficially owned (as determined pursuant to Rule 13d-3 under the Exchange Act) by any Rollover Shareholders, but excluding (i) 2,356,434 Company Shares and 108,325 ADSs beneficially owned by Mr. Xiaodong (Dave) Yang, (ii) 4,453,192 Company Shares and 15,000 ADSs beneficially owned by Mr. Zhonghan (John) Deng, and (iii) 1,391,851 Company Shares and 100,000 ADSs beneficially owned by Mr. Zhaowei (Kevin) Jin.”

1.3 Section 2.7(d)(ii) is hereby amended to insert the following at the end thereof:

“Notwithstanding the foregoing or anything in this Agreement to the contrary, any Vested Company Options held by the Rollover Shareholders immediately prior to the Effective Time shall be cancelled as of the Effective Time without any consideration payable in respect thereof.”

2. Confirmation of the Agreement. Except as herein expressly amended, the Merger Agreement is ratified and confirmed in all respects by each of the parties hereto and shall remain in full force and effect and enforceable against them in accordance with its terms. Each reference in the Merger Agreement to “this Agreement” shall mean the Merger Agreement as amended by this Amendment, and as it may hereafter be further amended or restated.

3. Governing Law; Consent to Jurisdiction. This Amendment and its negotiation, execution, performance or non-performance, interpretation, termination, and construction, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Amendment, or the negotiation and performance of this Amendment, shall be controlled by, and construed in accordance with, the terms of the Merger Agreement, including without limitation Section 10.8 (Governing Law) and Section 10.9 (Consent to Jurisdiction) thereof.

4. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Vimicro China (Parent) Limited

By: /s/ Zhaowei (Kevin) Jin

Name: Zhaowei (Kevin) Jin

Title: Director

[Signature page to Amendment No.1 to the Agreement and Plan of Merger]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Vimicro China Acquisition Limited

By: /s/ Zhaowei (Kevin) Jin

Name: Zhaowei (Kevin) Jin

Title: Director

[Signature page to Amendment No.1 to the Agreement and Plan of Merger]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Vimicro International Corporation

By: /s/ Charles (Chuck) K. Ng

Name: Charles (Chuck) K. Ng

Title: Director

[Signature page to Amendment No.1 to the Agreement and Plan of Merger]

AMENDMENT No. 1 TO THE ROLLOVER AGREEMENT

This AMENDMENT No. 1 TO THE ROLLOVER AGREEMENT, dated as of November 3, 2015 (this “**Amendment**”), is by and among Vimicro China (Parent) Limited, an exempted company incorporated in the Cayman Islands (“**Parent**”), Vimicro China Acquisition Limited, an exempted company incorporated in the Cayman Islands and a wholly-owned subsidiary of Parent (“**Merger Sub**”), and the shareholders of Vimicro International Corporation, an exempted company incorporated in the Cayman Islands (the “**Company**”), listed on the signature page hereto (each, a “**Rollover Shareholder**” and collectively, the “**Rollover Shareholders**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Parent and Merger Sub have entered into an Agreement and Plan of Merger, dated as of September 15, 2015 (as amended by Amendment No. 1 to the Agreement and Plan of Merger of even date herewith, which amendment has been approved by the Company Board, and as may be further amended, supplemented or otherwise modified from time to time, the “**Merger Agreement**”), by and among Parent, Merger Sub and the Company, pursuant to which Merger Sub will merge with and into the Company on the terms and subject to the conditions set forth in the Merger Agreement and the Company shall remain as the Surviving Corporation;

WHEREAS, Parent, Merger Sub and the Rollover Shareholders are parties to that certain Rollover Agreement, dated as of September 15, 2015 (the “**Rollover Agreement**”), providing for the Rollover Shareholders contributing the number of Company Shares, ADSs and Company Options shown on Schedule 1 thereto to Parent immediately prior to the Effective Time, in exchange for the number of common shares of Parent; WHEREAS, pursuant to Section 12(i) of the Rollover Agreement, the Rollover Agreement may be amended by execution of an instrument in writing signed on behalf of Parent and each Rollover Shareholder;

WHEREAS, Parent and each Rollover Shareholder desire to amend the Rollover Agreement to provide for the changes to the terms and conditions thereof as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth herein, the parties hereto agree to amend the Rollover Agreement as set forth below.

1. Amendments.

1.1 Schedule 1 of the Rollover Agreement is hereby amended and replaced in its entirety by Schedule 1 attached hereto. For the avoidance of doubt, references to Rollover Shares in the Rollover Agreement, as amended by this Amendment, shall refer to Schedule 1 attached hereto.

1.2 Section 2 of the Rollover Agreement is hereby amended and replaced in its entirety to read as follows:

“**2. Contribution of Rollover Shares.** At the Rollover Effective Time, each Rollover Shareholder shall contribute the Rollover Shares held by it to the capital of Parent and Parent shall accept as a contribution the Rollover Shares. In exchange for the Rollover Shares, Parent shall issue to each Rollover Shareholder a pro rata (in kind and amount) portion of the share capital of Parent (based on the number of Rollover Shares contributed by each Rollover Shareholder) (the “Parent Issued Securities”) at the same price per share as is paid by the other shareholders of Parent (excluding related fees and expenses) in connection with the Closing (the “Per Share Price”), assuming that the price per share paid in respect of each Rollover Share is equal to the Merger Consideration payable in respect of one Company Share under the Merger Agreement. The number of Rollover Shares to be contributed by and of Parent Issued Securities to be issued to each Rollover Shareholder in accordance with this Section 2 is set forth next to such Rollover Shareholder's name on Schedule 1 hereto. Each Rollover Shareholder hereby acknowledges and agrees that (a) delivery of such Parent Issued Securities shall constitute complete satisfaction of all obligations towards or sums due to such Rollover Shareholder by Parent and Merger Sub in respect of the Rollover Shares held by such Rollover Shareholder and cancelled at the Closing as contemplated by the Merger Agreement, and (b) such Rollover Shareholder shall have no right to any Per Share Merger Consideration or Per ADS Merger Consideration in respect of the Rollover Shares held by such Rollover Shareholder.”

1.3 Section 4(b) of the Rollover Agreement is hereby amended and replaced in its entirety to read as follows:

“(b) The consummation of the issuance of the Parent Issued Securities by Parent to each Rollover Shareholder pursuant to Section 2 hereof shall be subject to the satisfaction or (in the case of clauses (u), (v) and (w)) waiver by Parent of the following conditions: (u) the execution and delivery by each Rollover Shareholder of a copy of the Shareholders Agreement duly executed by such Rollover Shareholder; (v) that the representations and warranties of such Rollover Shareholder contained in this Agreement shall be true and correct in all material respects as of the Closing Date; (w) that such Rollover Shareholder shall have performed or complied with in all material respects all covenants required to be performed or complied with by it under this Agreement; (x) each applicable Rollover Shareholder agreeing in writing to the treatment of Vested Company Options held by the Rollover Shareholders as set forth in the Merger Agreement; (y) the contribution by such Rollover Shareholder of the Rollover Shares to be contributed by it under Section 2 and (z) the consummation of the Merger immediately following such issuance of the Parent Issued Securities.”

1.4 Section 11(a) of the Rollover Agreement is hereby amended and replaced in its entirety to read as follows:

“(a) Each Rollover Shareholder shall, severally but not jointly, bear and pay, reimburse, indemnify and hold harmless Parent, Merger Sub, the Company and any Affiliate thereof for, from and against any and all liability for Taxes imposed under PRC Law (or an official interpretation thereof) on Parent, Merger Sub and, after the Closing, the Company, or any Affiliate thereof, arising from or attributable to (i) the receipt of any Per Share Merger Consideration or Per ADS Merger Consideration (or other amounts) by such Rollover Shareholder or its Affiliates pursuant to the Merger Agreement, (ii) the cancellation of any Vested Company Option held by such Rollover Shareholder without any consideration payable in respect thereof pursuant to the Merger Agreement and (iii) the receipt of Parent Issued Securities by such Rollover Shareholder or its Affiliates in exchange for the contribution of Rollover Shares to Parent pursuant to this Rollover Agreement (including, for the avoidance of doubt, any PRC withholding Taxes imposed on Parent, Merger Sub, the Company or any Affiliate thereof with respect to the payment of such amounts described in clauses (i), (ii) and (iii) above).”

2. Confirmation of the Agreement. Except as herein expressly amended, the Rollover Agreement is ratified and confirmed in all respects by each of the parties hereto and shall remain in full force and effect and enforceable against them in accordance with its terms. Each reference in the Rollover Agreement to “this Agreement” shall mean the Rollover Agreement as amended by this Amendment, and as it may hereafter be further amended or restated.

3. Governing Law; Consent to Jurisdiction. This Amendment and its negotiation, execution, performance or non-performance, interpretation, termination, and construction, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Amendment, or the negotiation and performance of this Amendment, shall be controlled by, and construed in accordance with, the terms of the Rollover Agreement, including without limitation Section 12(k) (Governing Law) thereof.

4. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Vimicro China (Parent) Limited

By: /s/ Zhaowei (Kevin) Jin

Name: Zhaowei (Kevin) Jin

Title: Director

[Signature page to Amendment No. 1 to the Rollover Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Vimicro China Acquisition Limited

By: /s/ Zhaowei (Kevin) Jin

Name: Zhaowei (Kevin) Jin

Title: Director

[Signature page to Amendment No. 1 to the Rollover Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Vimicro Beijing Corporation

By: /s/ Zhonghan (John) Deng

Name: Zhonghan (John) Deng

Title: Director

Address:

15/F Shining Tower, No. 35 Xueyuan Road,
Haidian District, Beijing 100191, PRC

[Signature page to Amendment No. 1 to the Rollover Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Vimicro Shenzhen Corporation

By: /s/ Zhaowei (Kevin) Jin

Name: Zhaowei (Kevin) Jin

Title: Director

Address:

15/F Shining Tower, No. 35 Xueyuan Road,
Haidian District, Beijing 100191, PRC

[Signature page to Amendment No. 1 to the Rollover Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Vimicro Tianjin Corporation

By: /s/Xiaodong (Dave) Yang

Name: Xiaodong (Dave) Yang

Title: Director

Address:

16/F Shining Tower, No. 35 Xueyuan Road,
Haidian District, Beijing 100191, PRC

[Signature page to Amendment No. 1 to the Rollover Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Zhonghan (John) Deng

/s/ Zhonghan (John) Deng

Address:
15/F, Shining Tower, No. 35, Xueyuan Road,
Haidian District, Beijing 100191, PRC

[Signature page to Amendment No. 1 to the Rollover Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Zhaowei (Kevin) Jin

/s/Zhaowei (Kevin) Jin

Address:
15/F, Shining Tower, No. 35, Xueyuan Road,
Haidian District, Beijing 100191, PRC

[Signature page to Amendment No. 1 to the Rollover Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Xiaodong (Dave) Yang

/s/Xiaodong (Dave) Yang

Address:
16/F Shining Tower, No. 35 Xueyuan Road,
Haidian District, Beijing 100191, PRC

[Signature page to Amendment No. 1 to the Rollover Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their respective duly authorized officers to be effective as of the date first above written.

Alpha Spring Limited

By: /s/ Shengda Zan

Name: Shengda Zan

Title: Director

Address:

Room 906, Bank of Shanghai Tower, 168 Middle
Yincheng Road,

Pudong District, Shanghai, People's Republic of China

[Signature page to Amendment No. 1 to the Rollover Agreement]

Schedule 1

| Name | Rollover Shares | Parent Issued Securities |
|------------------------------|-------------------------|---------------------------------|
| Zhonghan (John) Deng | 1,943,176 | 1,943,176 |
| Vimicro Beijing Corporation | 0 | 0 |
| Zhaowei (Kevin) Jin | 701,768 | 701,768 |
| Vimicro Shenzhen Corporation | 0 | 0 |
| Xiaodong (Dave) Yang | 1,360,000 | 1,360,000 |
| Vimicro Tianjin Corporation | 6,697,527 | 6,697,527 |
| Alpha Spring Limited | 35,530,000 ¹ | 35,530,000 |

¹ This amount includes (a) 31,250,000 Company Shares and (b) 1,070,000 ADSs, representing 4,280,000 Company Shares.
