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

SCHEDULE 13D

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

EMCORE CORPORATION
(Name of Issuer)

Common Stock
(Title of Class of Securities)

290846203
(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
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 28, 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 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.

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).

SCHEDULE 13D

CUSIP No. 290846203

1	Name of reporting person / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	
	Becker Drapkin Management, L.P.	
2	Check the appropriate box if a member of a group (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	
	Texas	
Number of shares beneficially owned by each reporting person with	7	Sole voting power
		562,415
	8	Shared voting power
		1,613,107
	9	Sole dispositive power
		562,415
	10	Shared dispositive power
		1,613,107
11	Aggregate amount beneficially owned by each reporting person	
	2,175,522	
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)	
	8.5%	
14	Type of reporting person (see instructions)	
	IA, PN	

1	Name of reporting person / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Becker Drapkin Partners (QP), L.P.		
2	Check the appropriate box if a member of a group (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 1,413,904	
	8	Shared voting power 0	
	9	Sole dispositive power 1,413,904	
	10	Shared dispositive power 0	
11	Aggregate amount beneficially owned by each reporting person 1,413,904		
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) 5.5%		
14	Type of reporting person (see instructions) PN		

1	Name of reporting person / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON. Becker Drapkin Partners, L.P.		
2	Check the appropriate box if a member of a group (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 199,203	
	8	Shared voting power 0	
	9	Sole dispositive power 199,203	
	10	Shared dispositive power 0	
11	Aggregate amount beneficially owned by each reporting person 199,203		
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) 0.8%		
14	Type of reporting person (see instructions) PN		

1	Name of reporting person / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON BC Advisors, LLC	
2	Check the appropriate box if a member of a group (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 Texas	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 0
	8	Shared voting power 2,175,522
	9	Sole dispositive power 0
	10	Shared dispositive power 2,175,522
11	Aggregate amount beneficially owned by each reporting person 2,175,522	
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) 8.5%	
14	Type of reporting person (see instructions) IA, OO	

1	Name of reporting person / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Steven R. Becker		
2	Check the appropriate box if a member of a group (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 0	
	8	Shared voting power 2,175,522	
	9	Sole dispositive power 0	
	10	Shared dispositive power 2,175,522	
11	Aggregate amount beneficially owned by each reporting person 2,175,522		
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) 8.5%		
14	Type of reporting person (see instructions) IN		

1	Name of reporting person / I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Matthew A. Drapkin		
2	Check the appropriate box if a member of a group (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 0	
	8	Shared voting power 2,175,522	
	9	Sole dispositive power 0	
	10	Shared dispositive power 2,175,522	
11	Aggregate amount beneficially owned by each reporting person 2,175,522		
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) 8.5%		
14	Type of reporting person (see instructions) IN		

This Amendment No. 6 to Schedule 13D amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the “SEC”) on October 15, 2013 (the “Original Schedule 13D”), Amendment No. 1 thereto, filed with the SEC on October 29, 2013, Amendment No. 2 thereto, filed with the SEC on December 4, 2013, Amendment No. 3 thereto, filed with the SEC on December 6, 2013, Amendment No. 4 thereto, filed with the SEC on September 18, 2014, and Amendment No. 5 thereto, filed with the SEC on August 12, 2015, with respect to the shares of common stock, no par value (the “Common Stock”), of EMCORE Corporation, a New Jersey corporation (the “Issuer”).

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is amended and supplemented to add the following information for updating as of the date hereof:

The Reporting Persons expended an aggregate amount equal to \$10,278,849 (including commissions) to purchase 2,175,522 shares of Common Stock.

Item 5. Interest in Securities of the Issuer

Item 5 is amended and supplemented to add the following information for updating as of the date hereof:

(a), (b) The Reporting Persons may be deemed to beneficially own in the aggregate 2,175,522 shares of Common Stock. Based upon a total of 25,563,888 outstanding shares of Common Stock, as reported in the Issuer’s quarterly report on Form 10-Q for the quarterly period ended June 30, 2015, the Reporting Persons’ shares represent approximately 8.510% of the outstanding shares of Common Stock.

Becker Drapkin QP owns 1,413,904 shares of Common Stock (the “Becker Drapkin QP Shares”), which represent approximately 5.531% of the outstanding shares of Common Stock.

Becker Drapkin, L.P. owns 199,203 shares of Common Stock (the “Becker Drapkin, L.P. Shares”), which represent approximately 0.779% of the outstanding shares of Common Stock.

The Becker Drapkin QP Shares and Becker Drapkin, L.P. Shares are collectively referred to herein as the “Becker Drapkin Funds Shares”.

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 Becker Drapkin QP Shares. Becker Drapkin QP disclaims beneficial ownership of the Becker Drapkin, L.P. 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 Becker Drapkin, L.P. Shares. Becker Drapkin, L.P. disclaims the beneficial ownership of 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 vote of (and the shared power to dispose or direct the disposition of) the Becker Drapkin Funds Shares. BD Management in its capacity as investment manager for the Managed Account has the sole power to vote or direct the vote of (and the sole power to dispose or direct the disposition of) 562,415 shares held by the Managed Account (the “Managed Account Shares”), which represent approximately 2.200% of the outstanding shares of Common Stock. BD Management disclaims beneficial ownership of the Becker Drapkin Funds Shares.

The Becker Drapkin Funds disclaim beneficial ownership of the Managed Account 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 BCA. Mr. Becker and Mr. Drapkin each disclaim beneficial ownership of any shares of Common Stock beneficially owned by BCA.

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

(c) The trading dates, number of shares of Common Stock purchased or sold, and the price per share of Common Stock for all transactions by the Reporting Persons in shares of Common Stock since the Reporting Persons filed Amendment No. 5 to the Original Schedule 13D are set forth in the chart below.

<u>Name of Reporting Person</u>	<u>Trade Date</u>	<u>Purchased (Sold)</u>	<u>Price / Share</u>	<u>Type of Transaction</u>
Becker Drapkin QP	8/26/2015	(60,349)	\$ 6.9311	Open Market
Becker Drapkin, L.P.	8/26/2015	(8,503)	\$ 6.9311	Open Market
Managed Account	8/26/2015	(24,005)	\$ 6.9311	Open Market
Becker Drapkin QP	8/27/2015	(29,321)	\$ 6.8984	Open Market
Becker Drapkin, L.P.	8/27/2015	(4,131)	\$ 6.8984	Open Market
Managed Account	8/27/2015	(11,663)	\$ 6.8984	Open Market

(d) No person other than the Reporting Persons, and the Managed Account with respect to the Managed Account Shares, 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 August 28, 2015, each of (i) Becker Drapkin QP, (ii) Becker Drapkin, L.P., and (iii) BD Management entered into Stock Purchase Plans (the “10b5-1 Plans”) with Tourmaline Partners, LLC (“Tourmaline”), pursuant to which Tourmaline may purchase shares of Common Stock on behalf of the applicable Reporting Person for the period beginning September 30, 2015 and ending December 15, 2015. Transactions under the 10b5-1 Plans will be subject to certain price restrictions and termination in accordance with each of their terms and subject to applicable law and regulation. The 10b5-1 Plans are intended to comply with the requirements of Rule 10b5-1(c) promulgated under the Securities Exchange Act of 1934.

The foregoing description of the 10b5-1 Plans is qualified in its entirety by reference to the text of the 10b5-1 Plans, which are attached as Exhibits 99.3, 99.4 and 99.5 hereto and incorporated by reference herein.

Item 7. Material to be Filed as Exhibits

Exhibit 99.3	Stock Purchase Plan, dated August 28, 2015, by and between Becker Drapkin Partners (QP), L.P. and Tourmaline Partners, LLC
Exhibit 99.4	Stock Purchase Plan, dated August 28, 2015, by and between Becker Drapkin Partners, L.P. and Tourmaline Partners, LLC
Exhibit 99.5	Stock Purchase Plan, dated August 28, 2015, by and between Becker Drapkin Management, L.P., on behalf of the Managed Account, and Tourmaline Partners, LLC

SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned, severally and not jointly, certifies that the information set forth in this statement is true, complete and correct.

Dated: August 28, 2015

BECKER DRAPKIN MANAGEMENT, L.P.

By: BC Advisors, LLC, its general partner

By: /s/ Richard J. Birns

Name: Richard J. Birns

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/ Richard J. Birns

Name: Richard J. Birns

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/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

BC ADVISORS, LLC

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

STEVEN R. BECKER

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

MATTHEW A. DRAPKIN

By: /s/ Richard J. Birns

Name: Richard J. Birns

Title: Attorney-in-Fact

August 28, 2015

Becker Drapkin Partners (QP), LP
Emcore Corporation
Common Stock

Rule 10b5-1(c) Sales Plan

The undersigned, Becker Drapkin Partners (QP), LP has, as of the date set forth below (the “Adoption Date”), established this Sales Plan (the “Plan”) in order to sell shares of Emcore Corporation (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”). For the avoidance of doubt, any references to “shares” herein refers to shares of the Issuer’s common stock, unless the context otherwise provides.

The undersigned requests that Tourmaline Partners, LLC (“TOUR”) execute the Plan as follows:

1. Starting on September 30, 2015, or as soon thereafter as practicable, **sell** shares in accordance with Appendix A.
2. The Plan shall end on the earliest of:
 - December 15, 2015
 - 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 or
 - b) The undersigned has failed to comply in any material respect with its obligations under the Plan;
 - 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);
 - dissolution of the undersigned;
 - in the event that the undersigned fails 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 the undersigned 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 in the 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 the undersigned (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.

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, the undersigned 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
 - The undersigned authorizes TOUR to file on its behalf the Forms 144 that the undersigned has 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 August 28, 2015; the representation below regarding the seller's knowledge of material non-public information speaks as of the adoption date of the plan."
 - If appropriate, the undersigned understands and agrees 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.
 - The undersigned agrees to indemnify, defend and hold harmless TOUR, its partners, officers, directors, affiliates, employees and agents 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 the undersigned and TOUR and approval of any amendment or modification by the Issuer, and
 - Upon modification of the Plan, the undersigned 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 the undersigned is not in possession of any material nonpublic information and shall be subject to the representations and warranties set forth in Section 10 below.
10. The undersigned represents, warrants and covenants that:

- As of the Adoption Date, the undersigned is not aware of any material nonpublic information concerning the Issuer or its securities. The undersigned is 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, the undersigned agrees 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 agrees not to alter or deviate from the terms of this Plan.
- The undersigned is 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, the undersigned acknowledges and agrees that it does not have, and will not attempt to exercise any influence or discretion over how, when and whether to effect transactions under this Plan.
- The undersigned shall not, directly or indirectly, communicate any material nonpublic information relating to the Stock or Issuer to any employee of TOUR.
- The undersigned is 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 the undersigned 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 the undersigned and the Issuer timely information about all sales made under the Plan sufficient to permit (i) the undersigned 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 the undersigned's 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. The undersigned agrees 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 not to exceed \$0.04 for each share sold pursuant to this Plan;
14. The undersigned agrees 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 the undersigned 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:

Tourmaline Partners, LLC
Attn: Daniel DiSpigna
680 Washington Blvd, 10th Floor
Stamford, CT 06901
e-mail: dd@tourmalinellc.com

Becker Drapkin Partners (QP), LP
500 Crescent Court, Suite 230
Dallas, Texas 75201
e-mail: steve@beckerdrapkin.com

Emcore Corporation
Attn: Mark Weinswig
2015 W. Chestnut Street
Alhambra, CA 91803
Email: Mark.Weinswig@Emcore.com

Notices may be given via electronic mail to the addresses indicated above, in either case provided that a confirmatory copy is sent by a reputable overnight courier guaranteeing next business day delivery.

18. TOUR and the undersigned acknowledge and confirm that the Issuer is not a party to the Plan.
19. The undersigned acknowledges and agrees that TOUR has not provided the undersigned 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.

The parties have executed this agreement as of the date first written above.

Becker Drapkin Partners (QP), LP

By: Becker Drapkin Management, L.P., its general partner
By: BC Advisors, LLC, its general partner

By: /s/ Steven R. Becker
Name: Steven R. Becker
Title: Managing Partner

Tourmaline Partners, LLC

By: /s/ Daniel Dispigna
Name: Daniel Dispigna
Title: COO

Emcore Corporation (the Issuer) has reviewed this Plan and confirms that it is consistent in form with the Issuer’s Insider Trading policy.

Emcore Corporation

By: /s/ Jeffrey Rittichier
Name: Jeffrey Rittichier
Title: President & CEO

August 28, 2015

Becker Drapkin Partners, LP
Emcore Corporation
Common Stock

Rule 10b5-1(c) Sales Plan

The undersigned, Becker Drapkin Partners, LP has, as of the date set forth below (the “Adoption Date”), established this Sales Plan (the “Plan”) in order to sell shares of Emcore Corporation (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”). For the avoidance of doubt, any references to “shares” herein refers to shares of the Issuer’s common stock, unless the context otherwise provides.

The undersigned requests that Tourmaline Partners, LLC (“TOUR”) execute the Plan as follows:

1. Starting on September 30, 2015, or as soon thereafter as practicable, **sell** shares in accordance with Appendix A.
2. The Plan shall end on the earliest of:
 - December 15, 2015
 - 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 or
 - b) The undersigned has failed to comply in any material respect with its obligations under the Plan;
 - 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);
 - dissolution of the undersigned;
 - in the event that the undersigned fails 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 the undersigned 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 in the 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 the undersigned (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.

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, the undersigned 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
 - The undersigned authorizes TOUR to file on its behalf the Forms 144 that the undersigned has 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 August 28, 2015; the representation below regarding the seller's knowledge of material non-public information speaks as of the adoption date of the plan."
 - If appropriate, the undersigned understands and agrees 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.
 - The undersigned agrees to indemnify, defend and hold harmless TOUR, its partners, officers, directors, affiliates, employees and agents 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 the undersigned and TOUR and approval of any amendment or modification by the Issuer, and
 - Upon modification of the Plan, the undersigned 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 the undersigned is not in possession of any material nonpublic information and shall be subject to the representations and warranties set forth in Section 10 below.
10. The undersigned represents, warrants and covenants that:

- As of the Adoption Date, the undersigned is not aware of any material nonpublic information concerning the Issuer or its securities. The undersigned is 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, the undersigned agrees 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 agrees not to alter or deviate from the terms of this Plan.
- The undersigned is 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, the undersigned acknowledges and agrees that it does not have, and will not attempt to exercise any influence or discretion over how, when and whether to effect transactions under this Plan.
- The undersigned shall not, directly or indirectly, communicate any material nonpublic information relating to the Stock or Issuer to any employee of TOUR.
- The undersigned is 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 the undersigned 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:

- 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.
 - 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.
 - It shall provide to the undersigned and the Issuer timely information about all sales made under the Plan sufficient to permit (i) the undersigned 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.
 - Proceeds from any sale of stock effected under the Plan will be delivered to the undersigned's 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.
- 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.
 - The undersigned agrees 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 not to exceed \$0.04 for each share sold pursuant to this Plan;
 - The undersigned agrees 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.
 - The Plan may be signed in counterparts, each of which will be an original.
 - The Plan constitutes the entire agreement between the undersigned 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:

Tourmaline Partners, LLC
Attn: Daniel DiSpigna
680 Washington Blvd, 10th Floor
Stamford, CT 06901
e-mail: dd@tourmalinellc.com

Becker Drapkin Partners, LP
500 Crescent Court, Suite 230
Dallas, Texas 75201
e-mail: steve@beckerdrapkin.com

Emcore Corporation
Attn: Mark Weinswig
2015 W. Chestnut Street
Alhambra, CA 91803
Email: Mark.Weinswig@Emcore.com

Notices may be given via electronic mail to the addresses indicated above, in either case provided that a confirmatory copy is sent by a reputable overnight courier guaranteeing next business day delivery.

18. TOUR and the undersigned acknowledge and confirm that the Issuer is not a party to the Plan.
19. The undersigned acknowledges and agrees that TOUR has not provided the undersigned 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.

The parties have executed this agreement as of the date first written above.

Becker Drapkin Partners, LP

By: Becker Drapkin Management, L.P., its general partner
By: BC Advisors, LLC, its general partner

By: /s/ Steven R. Becker
Name: Steven R. Becker
Title: Managing Partner

Tourmaline Partners, LLC

By: /s/ Daniel Dispigna
Name: Daniel Dispigna
Title: COO

Emcore Corporation (the Issuer) has reviewed this Plan and confirms that it is consistent in form with the Issuer’s Insider Trading policy.

Emcore Corporation

By: /s/ Jeffrey Rittichier
Name: Jeffrey Rittichier
Title: President & CEO

August 28, 2015

Becker Drapkin Management, LP on behalf of a Managed Account
Emcore Corporation
Common Stock

Rule 10b5-1(c) Sales Plan

The undersigned, Becker Drapkin Management, LP on behalf of a Managed Account has, as of the date set forth below (the “Adoption Date”), established this Sales Plan (the “Plan”) in order to sell shares of Emcore Corporation (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”). For the avoidance of doubt, any references to “shares” herein refers to shares of the Issuer’s common stock, unless the context otherwise provides.

The undersigned requests that Tourmaline Partners, LLC (“TOUR”) execute the Plan as follows:

1. Starting on September 30, 2015, or as soon thereafter as practicable, **sell** shares in accordance with Appendix A.
2. The Plan shall end on the earliest of:
 - December 15, 2015
 - 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 or
 - b) The undersigned has failed to comply in any material respect with its obligations under the Plan;
 - 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);
 - dissolution of the undersigned;
 - in the event that the undersigned fails 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 the undersigned 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 in the 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 the undersigned (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.
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, the undersigned 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
 - The undersigned authorizes TOUR to file on its behalf the Forms 144 that the undersigned has 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 August 28, 2015; the representation below regarding the seller's knowledge of material non-public information speaks as of the adoption date of the plan."
 - If appropriate, the undersigned understands and agrees 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.
 - The undersigned agrees to indemnify, defend and hold harmless TOUR, its partners, officers, directors, affiliates, employees and agents 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 the undersigned and TOUR and approval of any amendment or modification by the Issuer, and
 - Upon modification of the Plan, the undersigned 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 the undersigned is not in possession of any material nonpublic information and shall be subject to the representations and warranties set forth in Section 10 below.
 10. The undersigned represents, warrants and covenants that:

- As of the Adoption Date, the undersigned is not aware of any material nonpublic information concerning the Issuer or its securities. The undersigned is 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, the undersigned agrees 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 agrees not to alter or deviate from the terms of this Plan.
- The undersigned is 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, the undersigned acknowledges and agrees that it does not have, and will not attempt to exercise any influence or discretion over how, when and whether to effect transactions under this Plan.
- The undersigned shall not, directly or indirectly, communicate any material nonpublic information relating to the Stock or Issuer to any employee of TOUR.
- The undersigned is 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 the undersigned 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 the undersigned and the Issuer timely information about all sales made under the Plan sufficient to permit (i) the undersigned 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 the undersigned's 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. The undersigned agrees 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 not to exceed \$0.04 for each share sold pursuant to this Plan;
14. The undersigned agrees 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 the undersigned 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:

Tourmaline Partners, LLC
Attn: Daniel DiSpigna
680 Washington Blvd, 10th Floor
Stamford, CT 06901
e-mail: dd@tourmalinellc.com

Becker Drapkin Management, LP
500 Crescent Court, Suite 230
Dallas, Texas 75201
e-mail: steve@beckerdrapkin.com

Emcore Corporation
Attn: Mark Weinswig
2015 W. Chestnut Street
Alhambra, CA 91803
Email: Mark.Weinswig@Emcore.com

Notices may be given via electronic mail to the addresses indicated above, in either case provided that a confirmatory copy is sent by a reputable overnight courier guaranteeing next business day delivery.

18. TOUR and the undersigned acknowledge and confirm that the Issuer is not a party to the Plan.
19. The undersigned acknowledges and agrees that TOUR has not provided the undersigned 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.

The parties have executed this agreement as of the date first written above.

Becker Drapkin Management, LP on behalf of a Managed Account

By: Becker Drapkin Management, L.P., its general partner
By: BC Advisors, LLC, its general partner

By: /s/ Steven R. Becker
Name: Steven R. Becker
Title: Managing Partner

Tourmaline Partners, LLC

By: /s/ Daniel Dispigna
Name: Daniel Dispigna
Title: COO

Emcore Corporation (the Issuer) has reviewed this Plan and confirms that it is consistent in form with the Issuer’s Insider Trading policy.

Emcore Corporation

By: /s/ Jeffrey Rittichier
Name: Jeffrey Rittichier
Title: President & CEO