
**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 12, 2013

Parametric Sound Corporation
(Exact name of registrant as specified in its charter)

Nevada
(State or Other Jurisdiction of
Incorporation)

000-54020
(Commission
File Number)

27-2767540
(I.R.S. Employer
Identification No.)

**13771 Danielson Street, Suite L
Poway, California 92064**
(Address of Principal Executive Offices)

888-477-2150
(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:

- 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 240.14.a-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))
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Item 1.01 Entry into a Material Definitive Agreement.

Registered Direct Offering

On November 12, 2013, Parametric Sound Corporation (“Parametric”) entered into a Subscription Agreement with Hodges Small Cap Fund (“Hodges”) with respect to the registered direct offer and sale by Parametric of 364,286 shares of Parametric’s common stock, par value \$0.001 per share (the “Shares”), at a purchase price of \$14.00 per share in a privately negotiated transaction in which no party is acting as an underwriter or placement agent. The sale of the Shares is expected to settle on or about November 15, 2013. The net proceeds to Parametric are expected to be approximately \$5.08 million after deducting estimated offering expenses payable by Parametric. Parametric intends to use the net proceeds from this offering for general corporate working capital purposes.

The sale and issuance of the Shares is being made pursuant to a prospectus supplement dated November 12, 2013 and an accompanying prospectus dated May 16, 2013, pursuant to Parametric’s existing effective “shelf” registration statement on Form S-3 (File No. 333-188389), which was filed with the Securities and Exchange Commission (the “Commission”) on May 6, 2013 and declared effective by the Commission on May 16, 2013.

A copy of the Subscription Agreement is filed herewith as Exhibit 99.1 and is incorporated herein by reference. A copy of the opinion of Sheppard, Mullin, Richter, & Hampton LLP relating to the legality of the issuance and sale of the Shares is attached as Exhibit 99.2 hereto. The foregoing description of the sale of the Shares by Parametric and the documentation related thereto does not purport to be complete and is qualified in its entirety by reference to such exhibits.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit No. | Description |
|--------------------|---|
| 23.1 | Consent of Sheppard Mullin Richter & Hampton LLP (included in Exhibit 99.2) |
| 99.1 | Subscription Agreement dated November 12, 2013 |
| 99.2 | Legal Opinion of Sheppard, Mullin, Richter, & Hampton LLP |

SIGNATURES

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 thereunto duly authorized.

Date: November 13, 2013

Parametric Sound Corporation

By: /s/ James A. Barnes
James A. Barnes
Chief Financial Officer, Treasurer and Secretary

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT is dated November 12, 2013 between the undersigned (“**Buyer**”) and Parametric Sound Corporation, a Nevada corporation having a principal place of business at 13771 Danielson Street, Suite L, Poway, California 92064 (the “**Company**”), whereby the parties agree as follows:

1. Subscription. Buyer, intending to be legally bound, hereby irrevocably subscribes for and agrees to purchase the number of shares of Common Stock, par value \$0.001 per share (the “**Shares**”), at the per share purchase price and aggregate purchase price (the “**Purchase Price**”) as set forth on the signature page hereto, and the Company, intending to be legally bound, hereby agrees to issue and sell the Shares to Buyer.

2. Purchase and Sale of Shares. The offering and sale of the Shares (the “**Offering**”) are being made pursuant to (a) an effective Registration Statement on Form S-3 (File No. 333-188389) (the “**Registration Statement**”) filed by the Company with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), including the prospectus contained therein (the “**Base Prospectus**”), which relates, among other things, to the Shares and the sale thereof from time to time in accordance with Rule 415 under the Securities Act, and (b) a prospectus supplement (the “**Prospectus Supplement**” and, together with the Base Prospectus, the “**Prospectus**”) containing certain supplemental information regarding the Shares and terms of the Offering that will be filed with the Commission and delivered to Buyer (or made available to Buyer by the filing by the Company of an electronic version thereof with the Commission) no later than the second business day following the date of this Agreement.

3. Closing. The Company agrees to issue and sell to Buyer and Buyer agrees to purchase the Shares at a closing to take place at the offices of the Company, or such other place as Buyer and the Company shall mutually agree, including by way of the exchange of facsimile or “pdf” copies of signatures (the “**Closing**”), no later than the third Trading Day (as such term is defined below) following the date hereof (the “**Closing Date**”). At the Closing, the Company shall deliver instructions to the Company’s transfer agent to issue the Shares as of the Closing Date and deliver via the Depository Trust Company Deposit Withdrawal Agent Commission System (“**DWAC**”) the Shares, registered in the name of Buyer, against delivery of the Purchase Price, which shall be paid by Buyer at the Closing by wire transfer of immediately available funds to the account set forth on Schedule I hereto. The term “**Trading Day**” means a day on which the principal NASDAQ Capital Market is open for trading.

Prior to the Closing, Buyer shall direct the broker-dealer at which the account or accounts to be credited with the Shares being purchased by Buyer are maintained, which broker/dealer shall be a DTC participant, to set up a DWAC instructing the Company’s transfer agent, to credit such account or accounts with the Shares by means of an electronic book-entry delivery. Simultaneously with the delivery to the Company by Buyer of the Purchase Price at Closing, the Company shall direct its transfer agent to credit Buyer’s account or accounts with the Shares pursuant to the information contained in the DWAC (as specified by Buyer on the Investor Questionnaire annexed hereto as Exhibit A).

4. Closing Conditions.

(a) The obligations of the Company hereunder are subject to the following conditions being met: (i) the accuracy in all material respects as of the date hereof of the representations and warranties by Buyer contained herein; and (ii) the delivery by Buyer of the Purchase Price to the Company for the Shares as set forth herein on the Closing Date.

(b) The obligations of Buyer hereunder are subject to the following conditions being met: (i) the accuracy in all material respects as of the date hereof of the representations and warranties by the Company contained herein; (ii) the delivery by the Company to Buyer of the Base Prospectus and Prospectus Supplement (which may be delivered in accordance with Rule 172 under the Securities Act); and (iii) the delivery by the Company to Buyer of a copy of the irrevocable instructions to the Company's transfer agent instructing the transfer agent to deliver on an expedited basis via DWAC the number of Shares subscribed for, registered in the name of Buyer.

5. Representations and Warranties of the Company.

(a) The Company is a corporation, duly organized, validly existing and in good standing under the laws of the State of Nevada. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action required on the part of the Company, and no other proceedings on the part of the Company are necessary to authorize this Agreement or for the Company to perform its obligations under this Agreement. This Agreement constitutes the lawful, valid and legally binding obligation of the Company, enforceable in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.

(b) The Shares, when issued, sold and delivered in accordance with the terms hereof for the Purchase Price, will be duly and validly authorized and issued, fully paid and nonassessable and free of restrictions on transfer other than the applicable state and federal securities laws.

(c) The Registration Statement is in full force and effect and no cease and desist order or other suspension of the Registration Statement exists, has been imposed or, to the knowledge of the Company is threatened by the Commission.

6. Representations and Warranties of Buyer. As of the date hereof, Buyer hereby represents and warrants to the Company that:

(a) Buyer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action required on the part of Buyer, and no other proceedings on the part of Buyer are necessary to authorize this Agreement or for Buyer to perform its obligations under this Agreement. This Agreement constitutes the lawful, valid and legally binding obligation of Buyer, enforceable in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding at law or in equity.

(b) Buyer has received (or otherwise had made available to it by the filing by the Company of an electronic version thereof with the Commission) the Base Prospectus which is a part of the Registration Statement, and the documents incorporated by reference therein (collectively, the "**Disclosure Package**"), prior to or in connection with the execution of this Agreement. Such information may be provided to Buyer by any means permitted under the Act, including the Prospectus Supplement, a free writing prospectus and oral communications.

(b) Buyer (i) is knowledgeable, sophisticated and experienced in making, and is qualified to make decisions with respect to, investments in shares presenting an investment decision like that involved in the purchase of the Shares, including investments in securities issued by the Company and investments in comparable companies and has reviewed such information and made such inquiries regarding the Company and the purchase of the Shares as he has deemed appropriate and (ii) in connection with his decision to purchase the Shares, has received (or had full access to) and is relying only upon the Disclosure Package and the documents incorporated by reference therein.

(c) Buyer understands that nothing in this Agreement, the Disclosure Package or any other materials presented to Buyer in connection with the purchase and sale of the Shares constitutes legal, tax or investment advice. Buyer has consulted such legal, tax and investment advisors and made such investigations as he, in his sole discretion, has deemed necessary or appropriate in connection with his purchase of the Shares.

(d) Buyer is not a registered broker-dealer or member of FINRA or an affiliate of any of the foregoing. No person or entity acting on behalf of, or under the authority of, Buyer is or will be entitled to any broker's, finder's, or similar fees or commission payable by the Company.

(e) Since the date on which the Company and its representatives first contacted Buyer regarding the Offering, Buyer has not disclosed any information regarding the Offering to any third parties (other than its legal, accounting and other advisors) and has not engaged in any purchases or sales of the securities of the Company (including, without limitation, any "Short Sales" (as defined herein) involving the Company's securities). Buyer agrees that it will not use any of the Shares acquired pursuant to this Agreement to cover any short position in the Common Stock if doing so would be in violation of applicable securities laws. For purposes hereof, "**Short Sales**" include, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sales contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.

7. Miscellaneous. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed an original but all of which, taken together, shall constitute one and the same Agreement. Delivery of an executed copy of a signature page to this Agreement by facsimile or "pdf" transmission shall be as effective as delivery of a manually executed copy of this Agreement and shall be as effective and enforceable as the original. This Agreement constitutes the entire agreement between the Company and Buyer with respect to the matters covered hereby and supersedes all prior agreements and understanding with respect to such matters between the Company and Buyer. This Agreement may not be modified except in writing signed by each of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date first written above.

SELLER:

By: /s/ James A. Barnes

Name: James A. Barnes

Title: Chief Financial Officer, Secretary and Treasurer

BUYER:

By: /s/ Eric Marshall

Name: Eric Marshall

Title: Co-Manager of Hodges Small Cap Fund

Address for Notices: 2905 Maple Avenue, Dallas, Texas 75201

Number of Shares: 364,286

Total Subscription Amount: \$5,100,004.00

November 13, 2013

Parametric Sound Corporation
13771 Danielson Street, Suite L
Poway, CA 92064

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Parametric Sound Corporation, a Nevada corporation (the "**Company**"), in connection with the preparation and filing with the Securities and Exchange Commission (the "**Commission**") of a Prospectus Supplement, dated November 12, 2013 (the "**Prospectus Supplement**"), to a Registration Statement on Form S-3, File No. 333-188389 (the "**Registration Statement**"), filed by the Company with the Commission under the Securities Act of 1933, as amended (the "**Securities Act**"). The Prospectus Supplement relates to the sale of 364,286 shares (the "**Shares**") of the Company's common stock, \$0.001 par value per share (the "**Common Stock**"), pursuant to a Subscription Agreement dated November 12, 2013, by and between the Company and the purchaser set forth on the signature page thereto (the "**Subscription Agreement**"). The form of Subscription Agreement is being filed as an exhibit to a Current Report on Form 8-K and incorporated by reference into the Registration Statement. This opinion is being rendered in connection with the filing of the Prospectus Supplement with the Commission.

In connection with this opinion, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of rendering the opinion expressed below. In addition, we have been furnished with and have examined originals or copies of the Prospectus Supplement, the Registration Statement, the Subscription Agreement, the Company's charter documents, the corporate proceedings taken by the Company with respect to the filing of the Prospectus Supplement, the Registration Statement and the issuance of the Shares, and the originals or copies, certified or otherwise identified to our satisfaction, of such records, documents, certificates, memoranda and other instruments as we have considered necessary to provide a basis for the opinions hereinafter expressed. In such examination, we assumed (i) that the documents and instruments submitted to us have not been amended or modified since the date submitted, and (ii) the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof.

Also, we have relied as to certain matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible, and we have assumed, without independent verification, that the parties to documents executed or to be executed, other than the Company, had or will have the capacity, if an individual, or the power, corporate or other, if an entity, to enter into and perform all obligations thereunder, the due authorization thereof by all requisite action, corporate or other, of such parties, and the due execution and delivery thereof by such parties, and that the signatures on documents examined by us are genuine. In particular, we have assumed that all governing documents under which the Shares are to be issued (including the Subscription Agreement) have been duly authorized, executed and delivered by all parties thereto other than the Company.

We have obtained from officers of the Company a certificate as to certain factual matters and, insofar as this opinion is based on matters of fact, we have relied on such certificate without independent investigation.

Based upon and subject to the foregoing and the qualifications and limitations set forth below, it is our opinion that the Shares, when issued and sold in accordance with the Subscription Agreement and the Prospectus Supplement, will be validly issued, fully paid and non-assessable.

The foregoing opinion is limited to the Federal laws of the United States, Title 7, Chapter 78 of the Nevada Revised Statutes, the applicable provisions of the Constitution of the State of Nevada, and reported decisions of the Nevada courts interpreting such laws and Constitution, and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

This opinion letter is rendered as of the date first written above and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Registration Statement, any prospectuses contained therein or related thereto (including the Prospectus Supplement), the Company, any Shares, or any other instruments, agreements or transactions that may be related thereto or contemplated thereby.

We understand that you wish to file this opinion with the Commission as an exhibit to a Current Report on Form 8-K and the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act and to reference the firm's name under the caption "Legal Matters" in the Prospectus Supplement, and we hereby consent thereto. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act.

Respectfully submitted,

/s/ Sheppard, Mullin, Richter, & Hampton LLP