
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)
 QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended December 28, 2012

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-5560

SKYWORKS SOLUTIONS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

04-2302115

(I.R.S. Employer Identification No.)

20 Sylvan Road, Woburn, Massachusetts

(Address of principal executive offices)

01801

(Zip Code)

Registrant's telephone number, including area code: **(781) 376-3000**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. R Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). R Yes No

Indicate by check mark whether the registrant is large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at January 25, 2013
Common Stock, par value \$.25 per share	191,983,618

QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED DECEMBER 28, 2012

TABLE OF CONTENTS

	<u>PAGE NO.</u>
<u>PART I. FINANCIAL INFORMATION</u>	
<u>ITEM 1: FINANCIAL STATEMENTS (UNAUDITED)</u>	<u>3</u>
<u>CONSOLIDATED STATEMENTS OF OPERATIONS - THREE MONTHS ENDED DECEMBER 28, 2012 AND DECEMBER 30, 2011</u>	<u>3</u>
<u>CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME - THREE MONTHS ENDED DECEMBER 28, 2012 AND DECEMBER 30, 2011</u>	<u>4</u>
<u>CONSOLIDATED BALANCE SHEETS - DECEMBER 28, 2012 AND SEPTEMBER 28, 2012</u>	<u>5</u>
<u>CONSOLIDATED STATEMENTS OF CASH FLOWS - THREE MONTHS ENDED DECEMBER 28, 2012 AND DECEMBER 30, 2011</u>	<u>6</u>
<u>NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS</u>	<u>7</u>
<u>ITEM 2: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS</u>	<u>14</u>
<u>ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</u>	<u>19</u>
<u>ITEM 4: CONTROLS AND PROCEDURES</u>	<u>19</u>
<u>PART II OTHER INFORMATION</u>	
<u>ITEM 1: LEGAL PROCEEDINGS</u>	<u>20</u>
<u>ITEM 1A: RISK FACTORS</u>	<u>20</u>
<u>ITEM 2: UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS</u>	<u>21</u>
<u>ITEM 6: EXHIBITS</u>	<u>22</u>
<u>SIGNATURES</u>	<u>23</u>

PART 1. FINANCIAL INFORMATION

Item 1. Financial Statements

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited, in thousands, except per share amounts)

	Three Months Ended	
	December 28, 2012	December 30, 2011
Net revenue	\$ 453,723	\$ 393,740
Cost of goods sold	261,158	221,890
Gross profit	192,565	171,850
Operating expenses:		
Research and development	58,054	46,941
Selling, general and administrative	38,128	42,909
Amortization of intangibles	8,156	6,312
Restructuring and other charges	1,644	720
Total operating expenses	105,982	96,882
Operating income	86,583	74,968
Interest expense	(11)	(481)
Other income, net	270	175
Income before income taxes	86,842	74,662
Provision for income taxes	20,349	17,536
Net income	\$ 66,493	\$ 57,126
Earnings per share:		
Basic	\$ 0.35	\$ 0.31
Diluted	\$ 0.34	\$ 0.30
Weighted average shares:		
Basic	189,377	183,956
Diluted	194,001	189,682

See the accompanying notes to the consolidated financial statements.

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited, in thousands)

	Three Months Ended	
	December 28, 2012	December 30, 2011
Net income	\$ 66,493	\$ 57,126
Other comprehensive income, net of tax		
Net change associated with fair value of marketable securities	6	—
Comprehensive income	<u>\$ 66,499</u>	<u>\$ 57,126</u>

See the accompanying notes to the consolidated financial statements.

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED BALANCE SHEETS
(Unaudited, in thousands, except per share amounts)

	As of	
	December 28, 2012	September 28, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 377,538	\$ 306,293
Restricted cash	817	817
Receivables, net of allowance for doubtful accounts of \$546 and \$521, respectively	252,149	297,589
Inventory	229,534	232,920
Other current assets	39,515	45,744
Total current assets	899,553	883,363
Property, plant and equipment, net	287,253	279,383
Goodwill	800,513	800,513
Intangible assets, net	85,854	94,010
Deferred tax assets, net	63,546	65,141
Other assets	14,388	14,236
Total assets	\$ 2,151,107	\$ 2,136,646
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	111,362	140,583
Accrued compensation and benefits	30,807	31,339
Other current liabilities	13,519	10,782
Total current liabilities	155,688	182,704
Long-term tax liabilities	44,649	41,866
Other long-term liabilities	6,801	6,601
Total liabilities	207,138	231,171
Commitments and contingencies (Note 8)		
Stockholders' equity:		
Preferred stock, no par value: 25,000 shares authorized, no shares issued	—	—
Common stock, \$0.25 par value: 525,000 shares authorized; 205,196 shares issued and 191,923 shares outstanding at December 28, 2012, and 202,938 shares issued and 192,296 shares outstanding at September 28, 2012	47,981	48,074
Additional paid-in capital	1,949,000	1,920,030
Treasury stock, at cost	(218,720)	(161,839)
Retained earnings	167,295	100,803
Accumulated other comprehensive loss	(1,587)	(1,593)
Total stockholders' equity	1,943,969	1,905,475
Total liabilities and stockholders' equity	\$ 2,151,107	\$ 2,136,646

See the accompanying notes to the consolidated financial statements.

SKYWORKS SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, in thousands)

	Three Months Ended	
	December 28, 2012	December 30, 2011
Cash flows from operating activities:		
Net income	\$ 66,493	\$ 57,126
Adjustments to reconcile net income to net cash provided by operating activities:		
Share-based compensation	17,696	15,750
Depreciation	18,518	17,274
Amortization of intangible assets and other	8,156	6,685
Contribution of common shares to savings and retirement plans	1,223	1,011
Deferred income taxes	1,610	324
Excess tax benefit from share-based payments	(3,060)	(5,326)
Other	38	835
Changes in assets and liabilities net of acquired balances:		
Receivables, net	45,440	(22,051)
Inventory	3,534	20,278
Other current and long-term assets	(14)	(5,269)
Accounts payable	(29,221)	(19,260)
Other current and long-term liabilities	17,267	9,855
Net cash provided by operating activities	<u>147,680</u>	<u>77,232</u>
Cash flows from investing activities:		
Capital expenditures	(26,423)	(6,424)
Sales and maturities of investments	807	—
Net cash used in investing activities	<u>(25,616)</u>	<u>(6,424)</u>
Cash flows from financing activities:		
Retirement of debt	—	(14,926)
Excess tax benefit from share-based payments	3,060	5,326
Change in restricted cash	—	(150)
Repurchase of common stock - tax withholding on equity awards	(15,209)	(15,355)
Repurchase of common stock - share repurchase program	(41,672)	(12,405)
Net proceeds from exercise of stock options	3,002	2,251
Net cash used in financing activities	<u>(50,819)</u>	<u>(35,259)</u>
Net decrease in cash and cash equivalents	71,245	35,549
Cash and cash equivalents at beginning of period	306,293	410,087
Cash and cash equivalents at end of period	<u>\$ 377,538</u>	<u>\$ 445,636</u>
Supplemental cash flow disclosures:		
Income taxes paid	<u>\$ 527</u>	<u>\$ 445</u>
Interest paid	<u>\$ —</u>	<u>\$ 53</u>

See the accompanying notes to the consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

Skyworks Solutions, Inc. together with its consolidated subsidiaries, (“Skyworks” or the “Company”) is an innovator of high performance analog semiconductors. Leveraging core technologies, Skyworks supports automotive, broadband, cellular infrastructure, energy management, GPS, industrial, medical, military, wireless networking, smartphone and tablet applications. The Company’s portfolio includes amplifiers, attenuators, circulators, demodulators, detectors, diodes, directional couplers, front-end modules, hybrids, infrastructure RF subsystems, isolators, lighting and display solutions, mixers, modulators, optocouplers, optoisolators, phase shifters, PLLs/synthesizers/VCOs, power dividers/combiners, power management devices, receivers, switches and technical ceramics.

The accompanying unaudited interim consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) for interim financial reporting. Certain information and footnote disclosures, normally included in annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”), have been condensed or omitted pursuant to those rules and regulations. However, in management’s opinion, the financial information reflects all adjustments, including those of a normal recurring nature necessary to present fairly the financial position, results of operations, and cash flows of the Company for the periods presented. The results of operations for the interim periods are not necessarily indicative of the results to be expected for the full year. This information should be read in conjunction with the Company’s financial statements and notes thereto contained in the Company’s Annual Report on Form 10-K for the fiscal year ended September 28, 2012, filed with the SEC on November 21, 2012 (the “2012 10-K”), as amended by Amendment No. 1 to the 2012 10-K, filed with the SEC on January 28, 2013.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs, expenses, comprehensive income and accumulated other comprehensive loss that are reported in these unaudited consolidated financial statements and accompanying disclosures. The Company evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current economic environment. Significant judgment is required in determining the recognition and/or disclosure of reserves for and fair value of items such as inventory, income taxes, share-based compensation, loss contingencies, subsequent events, bad debt allowances, contingent consideration, intangible assets associated with business combinations, and overall fair value assessments of assets and liabilities, particularly those classified as Level 2 or Level 3 in the fair value hierarchy. In addition, significant judgment is required in determining whether a potential indicator of impairment of long-lived assets exists and in estimating future cash flows for any necessary impairment tests. Management’s estimates could differ significantly from actual results.

The Company has evaluated subsequent events through the date of issuance of these unaudited consolidated financial statements.

The Company’s fiscal year ends each year on the Friday closest to September 30. Fiscal 2013 consists of 52 weeks and ends on September 27, 2013. Fiscal 2012 consisted of 52 weeks and ended on September 28, 2012. The first quarters of fiscal 2013 and fiscal 2012 each consisted of 13 weeks and ended on December 28, 2012 and December 30, 2011, respectively.

2. MARKETABLE SECURITIES

The Company accounts for its investment in marketable securities in accordance with ASC 320-*Investments-Debt and Equity Securities*, and classifies them as “available for sale.” At December 28, 2012, these securities included \$3.2 million of par value auction rate securities (“ARS”), with a carrying value of \$2.3 million as compared to the September 28, 2012 balances of \$4.0 million and \$3.1 million, respectively. The decrease in the balances held at December 28, 2012 related to the sale of ARS during the period of \$0.8 million. The ARS balance is scheduled to mature through 2017. The difference between the par and carrying values is categorized as a temporary loss in accumulated other comprehensive loss. The Company receives the scheduled interest payments in accordance with the terms of the securities and evaluates the appropriate accounting treatment in each period presented.

3. FAIR VALUE

Fair value is the price that would be received from selling an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants as of the measurement date. Applicable accounting guidance provides a hierarchy for inputs used in measuring fair value that prioritize the use of observable inputs over the use of unobservable inputs, when such observable inputs are available. The three levels of inputs that may be used to measure fair value are as follows:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.
- Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets with insufficient volume or infrequent transactions (less active markets), or model-driven valuations in which all significant inputs are observable or can be derived principally from, or corroborated with, observable market data.
- Level 3 - Fair value is derived from valuation techniques in which one or more significant inputs are unobservable, including assumptions and judgments made by the Company.

Assets and liabilities are classified based on the lowest level of input that is significant to the fair value measurements. The Company reviews the fair value hierarchy classification on a quarterly basis. Changes in the observable inputs may result in a reclassification of assets and liabilities within the three levels of the hierarchy outlined above.

Assets and Liabilities Measured and Recorded at Fair Value on a Recurring Basis

The Company measures certain assets and liabilities at fair value on a recurring basis such as our financial instruments, marketable securities and contingent consideration related to business combinations and recognizes transfers within the fair value hierarchy at the end of the fiscal quarter in which the change in circumstances that caused the transfer occurred. There were no transfers between Level 1, 2 or 3 assets or liabilities during the three months ended December 28, 2012.

Due to the illiquid markets for the Company's ARS, the Company believes that these securities are appropriately classified as a Level 3 asset.

The Company has classified its contingent consideration, which relates to an acquisition consummated in fiscal 2011, as a Level 3 liability. The contingent consideration liability was computed based on expected revenue and annual gross margin to be generated by the acquired enterprise using a weighted probability income approach. Revenue and gross margin assumptions used in the calculation required significant management judgment. Accordingly, the contingent consideration liability is classified as a Level 3 liability. The Company reassesses the fair value of the contingent consideration liability on a quarterly basis. There were no adjustments made during the three months ended December 28, 2012. The Company may incur up to \$1.0 million to settle the contingent consideration liability during the third fiscal quarter of fiscal 2013.

As of December 28, 2012, assets and liabilities recorded at fair value on a recurring basis consist of the following (in thousands):

	Fair Value Measurements			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets				
Money market	\$ 186,289	\$ 186,289	\$ —	\$ —
Auction rate securities	2,288	—	—	2,288
Total	\$ 188,577	\$ 186,289	\$ —	\$ 2,288
Liabilities				
Contingent consideration liability recorded for business combinations	\$ 1,046	\$ —	\$ —	\$ 1,046

The following table summarizes changes to the fair value of the ARS, which is a Level 3 asset (in thousands):

	Auction Rate Securities
Balance at September 28, 2012	\$ 3,093
Sale of auction rate securities	(805)
Balance at December 28, 2012	\$ 2,288

There were no changes to the fair value of the contingent consideration which is recorded as a Level 3 liability during the three months ended December 28, 2012.

Assets Measured and Recorded at Fair Value on a Nonrecurring Basis

The Company's non-financial assets and liabilities, such as goodwill, intangible assets, and other long lived assets resulting from business combinations are measured at fair value using income approach valuation methodologies at the date of acquisition and subsequently re-measured if there are indicators of impairment. There were no indicators of impairment identified during the three months ended December 28, 2012.

4. INVENTORY

Inventory consists of the following (in thousands):

	As of	
	December 28, 2012	September 28, 2012
Raw materials	\$ 23,300	\$ 27,170
Work-in-process	110,615	111,190
Finished goods	84,218	83,037
Finished goods held on consignment by customers	11,401	11,523
Total inventory	<u>\$ 229,534</u>	<u>\$ 232,920</u>

5. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment, net consist of the following (in thousands):

	As of	
	December 28, 2012	September 28, 2012
Land and improvements	\$ 12,011	\$ 12,009
Buildings and improvements	57,859	56,969
Furniture and fixtures	25,529	25,380
Machinery and equipment	641,147	623,328
Construction in progress	38,246	36,902
Total property, plant and equipment, gross	774,792	754,588
Accumulated depreciation	(487,539)	(475,205)
Total property, plant and equipment, net	<u>\$ 287,253</u>	<u>\$ 279,383</u>

6. GOODWILL AND INTANGIBLE ASSETS

There were no changes to the carrying amount of goodwill during the three months ended December 28, 2012.

The Company tests its goodwill and non-amortizing trademarks for impairment annually as of the first day of its fourth fiscal quarter and in interim periods if certain events occur indicating the carrying value of goodwill or non-amortizing trademarks may be impaired. There were no indicators of impairment noted during the three months ended December 28, 2012.

Intangible assets consist of the following (in thousands):

	Weighted Average Amortization Period Remaining (Years)	As of			As of		
		December 28, 2012			September 28, 2012		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	3.3	\$ 78,710	\$ (39,500)	\$ 39,210	\$ 78,710	\$ (36,242)	\$ 42,468
Developed technology and other	3.5	89,366	(46,220)	43,146	89,366	(42,266)	47,100
In-process research and development	1.1	6,050	(4,121)	1,929	6,050	(3,177)	2,873
Trademarks	Indefinite	1,569	—	1,569	1,569	—	1,569
Total intangible assets		\$ 175,695	\$ (89,841)	\$ 85,854	\$ 175,695	\$ (81,685)	\$ 94,010

Annual amortization expense for the next five years related to intangible assets is expected to be as follows (in thousands):

	Remaining 2013	2014	2015	2016	2017	Thereafter
Amortization expense	\$ 21,045	\$ 23,980	\$ 21,041	\$ 16,247	\$ 1,972	\$ —

7. INCOME TAXES

Income tax provision consisted of the following components (in thousands):

	Three Months Ended	
	December 28, 2012	December 30, 2011
United States income taxes	\$ 17,832	\$ 15,492
Foreign income taxes	2,517	2,044
Provision for income taxes	\$ 20,349	\$ 17,536

For the three months ended December 28, 2012, the difference between the Company's effective tax rate of 23.4% and the 35% United States federal statutory rate resulted primarily from foreign earnings taxed at rates lower than the federal statutory rate and the domestic production activities deduction, partially offset by an increase in the Company's tax expense related to a change in the Company's reserve for uncertain tax positions. For the three months ended December 30, 2011, the difference between the Company's effective tax rate of 23.5% and the 35% United States federal statutory rate resulted primarily from foreign earnings taxed at rates lower than the federal statutory rate, the recognition of research and development tax credits earned and the domestic production activities deduction, partially offset by an increase in the Company's tax expense related to a change in the Company's reserve for uncertain tax positions.

On October 2, 2010, the Company expanded its presence in Asia by launching operations in Singapore. The Company operates under a tax holiday in Singapore, which is effective through September 30, 2020. The tax holiday is conditional upon the Company's compliance with certain employment and investment thresholds in Singapore. The Company continues to be in compliance with such conditions as of the date that this quarterly report on Form 10-Q was filed.

In accordance with ASC 740 *Income Taxes* ("ASC 740"), management has determined that it is more likely than not that a portion of the Company's prior and current year income tax benefits will not be realized. Accordingly, as of December 28, 2012, the Company has maintained a valuation allowance of \$46.8 million. This valuation allowance is comprised of \$33.6 million related to United States state research tax credits and \$13.2 million related to the Company's foreign deferred tax assets.

Realization of benefits from the Company's deferred tax assets, net of valuation allowance, is dependent upon generating United States source taxable income in the future. The Company will continue to evaluate its valuation allowance in future periods and depending upon the outcome of that assessment, additional amounts could be reversed or recorded and recognized as an adjustment to income tax benefit or expense. Such adjustments could cause the Company's effective income tax rate to vary in future periods. The Company will need to generate \$208.7 million of United States federal taxable income in future years to utilize all of the Company's net operating loss carryforwards, research and experimentation tax credit carryforwards, and deferred income tax temporary differences, net of valuation allowance, as of December 28, 2012.

During the three months ended December 28, 2012, the Company increased its gross unrecognized tax benefits by \$3.6 million to \$55.9 million. Of the total unrecognized tax benefits at December 28, 2012, \$42.6 million would impact the effective tax rate, if recognized. The remaining unrecognized tax benefits would not impact the effective tax rate, if recognized, due to the Company's valuation allowance and certain positions which were required to be deferred. There are no significant positions that the Company anticipates could change within the next twelve months. The Company accrued \$0.3 million of interest related to unrecognized tax benefits during the three months ended December 28, 2012. The Company's policy is to recognize accrued interest and penalties, if incurred, on any unrecognized tax benefits as a component of income tax expense.

The federal tax credit available under the Internal Revenue Code for research and development expenses lapsed on December 31, 2011. As of December 28, 2012, the United States Congress had not taken action to extend the research and development tax credit. Accordingly, the income tax provision for the three months ended December 28, 2012 does not include the impact of such research and development tax credits earned after December 31, 2011.

8. COMMITMENTS AND CONTINGENCIES

Legal Matters

From time to time, various lawsuits, claims and proceedings have been, and may in the future be, instituted or asserted against the Company, including those pertaining to patent infringement, intellectual property, environmental, product liability and warranty, safety and health, employment and contractual matters.

The semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights. From time to time, third parties have asserted and may in the future assert patent, copyright, trademark and other intellectual property rights to technologies that are important to the Company's business and have demanded and may in the future demand that the Company license their technology. The outcome of any such litigation cannot be predicted with certainty and some such lawsuits, claims or proceedings may be disposed of unfavorably to the Company. Generally speaking, intellectual property disputes often have a risk of injunctive relief, which, if imposed against the Company, could materially and adversely affect the Company's financial condition, or results of operations. From time to time the Company may also be involved in legal proceedings in the ordinary course of business. Legal costs are expensed as incurred.

On June 6 and 7, 2011, two putative stockholder class action lawsuits (Case No. 111CV202403 (the "Bushansky action") and Case No. 111CV202501 (the "Venette action"), respectively) were filed in California Superior Court in Santa Clara County naming Advanced Analogic Technologies Inc. ("AATI"), members of AATI's board of directors, the Company and PowerCo Acquisition Corp. ("Merger Sub") as defendants. The lawsuits related to conduct surrounding the Company's acquisition of AATI. On July 26, 2011, the Court issued an order consolidating the Bushansky action and Venette action into a single, consolidated action captioned *In re Advanced Analogic Technologies Inc. Shareholder Litigation*, Lead Case No. 111CV202403, and designating an amended complaint filed on July 14, 2011 in the Venette action as the operative complaint in the litigation.

On November 30, 2011, following confidential arbitration proceedings in the Delaware Court of Chancery, the Company announced that it and AATI had amended their previously announced merger agreement whereby the Company would acquire AATI at a reduced price through a tender offer. The Company and AATI completed the transaction on January 9, 2012. On March 2, 2012, the Court stayed all discovery in the matter and ordered that Plaintiffs file an amended complaint by April 20, 2012.

On April 20, 2012, Plaintiffs filed an amended complaint ("First Amended Complaint") against each of the original defendants with the exception of Merger Sub. The First Amended Complaint alleges, among other things, that (1) members of AATI's board of directors breached their fiduciary duties by (a) failing to take steps to maximize the value of AATI to its public shareholders by failing to adequately consider potential acquirers, (b) agreeing to the merger for inadequate consideration on unfair terms; (c) causing the filing of a materially misleading Schedule 14D-9 that failed to (i) disclose a basis for the price reduction, (ii) describe the arbitration proceedings, and (iii) include any financial valuation or fairness opinion concerning whether the revised merger consideration was fair; and (d) causing the issuance of amendments to the Schedule 14D-9 that failed to respond adequately to the SEC's disclosure directives; and (2) Skyworks and AATI allegedly aided and abetted these purported breaches of fiduciary duties. On June 22, 2012, the defendants filed demurrers to the First Amended Complaint. The Court will hold a hearing on those demurrers on February 15, 2013.

The Company monitors the status of these and other contingencies on an ongoing basis to ensure amounts are recognized and/or disclosed in our financial statements and footnotes as required by ASC 450, Loss Contingencies. At the time of this filing, the Company had not recorded any accrual for loss contingencies associated with its legal proceedings as losses resulting from such matters were determined to be remote. In addition, the Company does not believe there are any legal proceedings that are reasonably possible to result in a material loss. We are engaged in various other legal actions, not described above, in the normal

course of business and, while there can be no assurances, the Company believes the outcome of all pending litigation involving the Company will not have, individually or in the aggregate, a material adverse effect on our business.

Guarantees and Indemnifications

The Company has made no contractual guarantees for the benefit of third parties. However, the Company generally indemnifies its customers from third-party intellectual property infringement litigation claims related to its products, and, on occasion, also provides other indemnities related to product sales. In connection with certain facility leases, the Company has indemnified its lessors for certain claims arising from the Company's activities at the facility or out of the lease.

The Company indemnifies its directors and officers to the maximum extent permitted under the laws of the state of Delaware. The duration of the indemnities varies, and in many cases is indefinite. The indemnities to customers in connection with product sales generally are subject to limits based upon the amount of the related product sales and in many cases are subject to geographic and other restrictions. In certain instances, the Company's indemnities do not provide for any limitation of the maximum potential future payments the Company could be obligated to make. As of December 28, 2012, the Company had not recorded any liability for these indemnities in the accompanying consolidated balance sheets. The Company continues to monitor and reassess indemnities each reporting period.

9. COMMON STOCK REPURCHASE

On November 8, 2012, the Board of Directors approved a stock repurchase program, pursuant to which the Company is authorized to repurchase up to \$200.0 million of the Company's common stock from time to time on the open market or in privately negotiated transactions, as permitted by securities laws and other legal requirements. During the three months ended December 28, 2012, the Company paid approximately \$41.7 million (including commissions) in connection with the repurchase of 1.9 million shares of its common stock (paying an average price of \$21.93 per share). As of December 28, 2012, \$158.3 million remained available under the existing share repurchase authorization.

10. EARNINGS PER SHARE

(In thousands, except per share amounts)

	Three Months Ended	
	December 28, 2012	December 30, 2011
Net income	\$ 66,493	\$ 57,126
Weighted average shares outstanding – basic	189,377	183,956
Dilutive effect of equity based awards	4,624	4,476
Dilutive effect of convertible debt	—	1,250
Weighted average shares outstanding – diluted	194,001	189,682
Net income per share – basic	\$ 0.35	\$ 0.31
Net income per share - diluted	\$ 0.34	\$ 0.30

Basic earnings per share are calculated by dividing net income by the weighted average number of common shares outstanding. Diluted earnings per share includes the dilutive effect of equity based awards and the convertible debt using the treasury stock method.

Equity based awards exercisable for approximately 6.2 million shares and 5.6 million shares were outstanding but not included in the computation of earnings per share for the three months ended December 28, 2012 and December 30, 2011, respectively, as their effect would have been anti-dilutive.

11. RESTRUCTURING AND OTHER CHARGES

During the three months ended December 28, 2012, the Company incurred approximately \$1.6 million in employee severance costs primarily related to the front-end solutions restructuring plan that was implemented during the period.

During the three months ended December 30, 2011, the Company recorded a \$0.7 million restructuring charge related to a plan to reduce redundancies associated with the acquisition of SiGe Semiconductor, Inc. during fiscal 2011.

Activity and liability balances related to the Company's restructuring actions are as follows (in thousands):

	<u>Facility Closings</u>	<u>License and Software Write-offs and Other</u>	<u>Workforce Reductions</u>	<u>Total</u>
Balance at September 28, 2012	\$ 1,144	\$ 135	\$ 449	\$ 1,728
Charged to costs and expenses	—	—	1,644	1,644
Cash payments	(48)	(77)	(945)	(1,070)
Other	(553)	—	553	—
Balance at December 28, 2012	<u>\$ 543</u>	<u>\$ 58</u>	<u>\$ 1,701</u>	<u>\$ 2,302</u>

The Company made cash payments related to restructuring activities of approximately \$1.1 million during the three months ended December 28, 2012 and expects all cash payments to be completed in fiscal 2013 in all material respects.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

This report and other documents we have filed with the Securities and Exchange Commission ("SEC") contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), and are subject to the "safe harbor" created by those sections. Words such as "believes," "expects," "may," "will," "would," "should," "could," "seek," "intends," "plans," "potential," "continue," "estimates," "anticipates," "predicts," and similar expressions or variations or negatives of such words are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements in this report. Additionally, statements concerning future matters such as the development of new products, enhancements or technologies, sales levels, expense levels and other statements regarding matters that are not historical are forward-looking statements. Although forward-looking statements in this report reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by us. Consequently, forward-looking statements involve inherent risks and uncertainties and actual results and outcomes may differ materially and adversely from the results and outcomes discussed in or anticipated by the forward-looking statements. A number of important factors could cause actual results to differ materially and adversely from those in the forward-looking statements. We urge you to consider the risks and uncertainties discussed in this Quarterly Report on Form 10-Q and our 2012 Annual Report on Form 10-K for the fiscal year ended September 28, 2012, which was filed with the SEC on November 21, 2012 (the "2012 10-K"), as amended by Amendment No. 1 to the 2012 10-K, filed with the SEC on January 28, 2013, under the heading "Risk Factors" and in the other documents we have filed with the SEC in evaluating our forward-looking statements. We have no plans, and undertake no obligation, to revise or update our forward-looking statements to reflect any event or circumstance that may arise after the date of this Quarterly Report on Form 10-Q. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made.

In this document, the words "we," "our," "ours" and "us" refer only to Skyworks Solutions, Inc. and its subsidiaries and not any other person or entity.

RESULTS OF OPERATIONS**THREE MONTHS ENDED DECEMBER 28, 2012 AND DECEMBER 30, 2011.**

The following table sets forth the results of our operations expressed as a percentage of our net revenue for the three months ended December 28, 2012 and December 30, 2011:

	Three Months Ended	
	December 28, 2012	December 30, 2011
Net revenue	100.0%	100.0 %
Cost of goods sold	57.6	56.4
Gross profit	42.4	43.6
Operating expenses:		
Research and development	12.8	11.9
Selling, general and administrative	8.4	10.9
Amortization of intangibles	1.8	1.6
Restructuring and other charges	0.4	0.2
Total operating expenses	23.4	24.6
Operating income	19.0	19.0
Interest expense	—	(0.1)
Other income, net	0.1	—
Income before income taxes	19.1	18.9
Provision for income taxes	4.5	4.5
Net income	14.6%	14.4 %

OVERVIEW

We are an innovator of high performance analog semiconductors. Leveraging core technologies, we support automotive, broadband, cellular infrastructure, energy management, GPS, industrial, medical, military, wireless networking, smartphone and tablet applications. Our portfolio includes amplifiers, attenuators, circulators, demodulators, detectors, diodes, directional couplers, front-end modules, hybrids, infrastructure RF subsystems, isolators, lighting and display solutions, mixers, modulators, optocouplers, optoisolators, phase shifters, PLLs/synthesizers/VCOs, power dividers/combiners, power management devices, receivers, switches and technical ceramics.

NET REVENUE

	Three Months Ended		
	December 28, 2012	Change	December 30, 2011
(dollars in thousands)			
Net revenue	\$ 453,723	15.2%	\$ 393,740

We market and sell our products directly to original equipment manufacturers of communication electronic products, third-party original design manufacturers, and contract manufacturers, and indirectly through electronic components distributors. We periodically enter into revenue generating arrangements that leverage our broad intellectual property portfolio by licensing or selling our non-core patents or other intellectual property. We anticipate continuing this intellectual property strategy in future periods.

We generated net revenue of \$453.7 million for the three months ended December 28, 2012, an increase of \$60.0 million or 15.2% when compared to \$393.7 million for the corresponding period in fiscal 2012. The increase in revenue was primarily driven by our internal development of products and expanded product portfolio supporting new vertical markets including medical, automotive, military and industrial and to a lesser extent, the incremental revenue associated with our acquisition of Advanced Analogic Technologies Inc ("AATI") in fiscal 2012. In addition, we have continued to increase revenue as a result of capturing a higher share of the increasing RF content per device as smartphones continue to displace traditional cellular phones.

GROSS PROFIT

	Three Months Ended		
	December 28, 2012	Change	December 30, 2011
(dollars in thousands)			
Gross profit	\$ 192,565	12.1%	\$ 171,850
% of net revenue	42.4%		43.6%

Gross profit represents net revenue less cost of goods sold. Cost of goods sold consists primarily of purchased materials, labor and overhead (including depreciation and share-based compensation expense) associated with product manufacturing. Erosion of average selling prices of established products is typical of the semiconductor industry due to constant product innovations. Consistent with trends in the industry, we anticipate that average selling prices for our established products will continue to decline at a normalized rate of 5 to 10 percent per year. As part of our normal course of business, we mitigate the gross profit margin impact of declining average selling prices with efforts to increase unit volume, reduce materials costs and lower manufacturing costs of existing products and by introducing new and/or higher value-added products.

Gross profit was \$20.7 million greater for the three months ended December 28, 2012 than in the corresponding period in fiscal 2012. The increase in gross profit was the result of higher unit volumes and lower per unit materials and manufacturing costs with an aggregate gross profit benefit of approximately \$53.5 million. This benefit was offset by the erosion of our average selling price and changes in product mix having a combined unfavorable impact on gross profit of approximately \$32.8 million. As a result, gross profit margin decreased from 43.6% for the three months ended December 30, 2011 to 42.4% for the three months ended December 28, 2012.

During the three months ended December 28, 2012, we continued to benefit from higher contribution margins associated with the licensing and/or sale of intellectual property.

RESEARCH AND DEVELOPMENT

	Three Months Ended		
	December 28, 2012	Change	December 30, 2011
(dollars in thousands)			
Research and development	\$ 58,054	23.7%	\$ 46,941
% of net revenue	12.8%		11.9%

Research and development expenses consist primarily of direct personnel costs including share-based compensation expense, costs for pre-production evaluation and testing of new devices, masks, engineering prototypes and design tool costs.

The 23.7% increase in research and development expenses for the three months ended December 28, 2012, when compared to the corresponding period in fiscal year 2012, is primarily related to higher head count and compensation expense primarily from the acquisition of AATI, and to a lesser extent the increase is attributable to increased internal product design and development activity for our target markets.

SELLING, GENERAL AND ADMINISTRATIVE

	Three Months Ended		
	December 28, 2012	Change	December 30, 2011
(dollars in thousands)			
Selling, general and administrative	\$ 38,128	(11.1)%	\$ 42,909
% of net revenue	8.4%		10.9%

Selling, general and administrative expenses include legal, accounting, treasury, human resources, information systems, customer service, bad debt expense, sales commissions, share-based compensation expense, advertising, marketing, costs associated with business combinations completed or contemplated during the period and other costs.

Selling, general and administrative expenses decreased by 11.1% for the three months ended December 28, 2012, as compared to the corresponding period in fiscal 2012. The decrease is primarily because of the reduction in overall legal fees which were higher during the three months ended December 30, 2011 due to the acquisition of AATI and was partially offset by increased head count and related compensation expense during the three months ended December 28, 2012.

AMORTIZATION OF INTANGIBLES

	Three Months Ended		
	December 28, 2012	Change	December 30, 2011
(dollars in thousands)			
Amortization of intangibles	\$ 8,156	29.2%	\$ 6,312
% of net revenue	1.8%		1.6%

The increase in amortization expense for the three months ended December 28, 2012 is primarily related to the intangible assets that were acquired and recognized in connection with our acquisition of AATI during fiscal 2012.

RESTRUCTURING AND OTHER CHARGES

	Three Months Ended		
	December 28, 2012	Change	December 30, 2011
(dollars in thousands)			
Restructuring and other charges	\$ 1,644	128.3%	\$ 720
% of net revenue	0.4%		0.2%

The restructuring and other charges for the three months ended December 28, 2012 are severance costs primarily related to the front-end solutions restructuring plan that was implemented during the period. In addition, we made cash payments related to restructuring activities of approximately \$1.1 million during the three months ended December 28, 2012 and expect all cash payments to be completed in fiscal 2013 in all material respects.

During the three months ended December 30, 2011, the Company recorded a \$0.7 million restructuring charge related to a plan to reduce redundancies associated with the acquisition of SiGe Semiconductor, Inc. during fiscal 2011.

PROVISION FOR INCOME TAXES

	Three Months Ended		
	December 28, 2012	Change	December 30, 2011
(dollars in thousands)			
Provision for income taxes	\$ 20,349	16.0%	\$ 17,536
% of net revenue	4.5%		4.5%

We recorded a provision for income taxes of \$20.3 million (\$17.8 million and \$2.5 million for United States and foreign income taxes, respectively) and \$17.5 million (\$15.5 million and \$2.0 million for United States and foreign income taxes, respectively) for the three months ended December 28, 2012 and December 30, 2011, respectively.

The effective tax rate for the three months ended December 28, 2012 was 23.4% as compared to 23.5% for the corresponding period in fiscal 2012. The difference between our year to date effective tax rate of 23.4% and the federal statutory rate of 35% is principally due to the recognition of foreign earnings in lower tax jurisdictions and the domestic production activities deduction, partially offset by an increase in our tax expense related to a change in our reserve for uncertain tax positions.

In January 2013, the United States Congress enacted legislation to retroactively extend the federal research and development tax credit and other tax provisions which had previously expired. The effect of this legislation will be included in the Company's effective tax rate in the second quarter of fiscal year 2013. If this legislation had been enacted in the quarter ended December 28, 2012, the effect would have been to reduce the Company's income tax expense by approximately \$7.0 million.

LIQUIDITY AND CAPITAL RESOURCES

	Three Months Ended	
	December 28, 2012	December 30, 2011
(dollars in thousands)		
Cash and cash equivalents at beginning of period (1)	\$ 306,293	\$ 410,087
Net cash provided by operating activities	147,680	77,232
Net cash used in investing activities	(25,616)	(6,424)
Net cash used in financing activities	(50,819)	(35,259)
Cash and cash equivalents at end of period (1)	\$ 377,538	\$ 445,636

(1) Excludes restricted cash balances

Cash Flow from Operating Activities:

Our cash flow from operating activities consists of net income for the period adjusted for certain non-cash items and changes in certain operating assets and liabilities. During the three months ended December 28, 2012, we generated \$147.7 million of cash flow from operating activities, an increase of \$70.4 million when compared to \$77.2 million generated during the three months ended December 30, 2011. The increase in cash flow from operating activities during the three months ended December 28, 2012 was related to higher net income combined with a net cash inflow from changes in operating assets and liabilities in addition to increases in non-cash amortization of intangibles, depreciation and share-based compensation expense. Specifically, the changes in operating assets and liabilities that resulted in sources of cash were: \$45.4 million due to the collections of outstanding accounts receivable during the period related prior quarter customer shipments, \$17.3 in other current and long-term liabilities primarily related to the timing of tax payments and \$3.5 million related to inventory. The offsetting change in operating liabilities was a use of cash of \$29.2 million resulting in a decrease to accounts payable due to the timing of vendor payments during the period.

Cash Flow from Investing Activities:

Our cash flow from investing activities consists of cash paid for acquisitions, net of cash acquired, capital expenditures, cash received from the sale of capital assets and the sale and maturity of investments. Cash flow used in investing activities was \$25.6 million during the three months ended December 28, 2012, compared to \$6.4 million during the three months ended December 30, 2011. Cash used in investing activities increased due to the strategic investment of \$26.4 million in capital expenditures, primarily related to the purchase of manufacturing equipment to support increased production in anticipation of accelerating demand from key customers at our wafer fabrication facility located in Massachusetts and our assembly and test facility in Mexicali, Mexico. During the three months ended December 30, 2011, we invested \$6.4 million in capital expenditures. Our uses of cash during the three months ended December 28, 2012 were partially offset by \$0.8 million in proceeds received upon the sale of investments.

Cash Flow from Financing Activities:

Our cash flows from financing activities consist primarily of cash transactions related to our equity and debt. During the three months ended December 28, 2012, we had net cash outflows from financing activities of \$50.8 million, compared to net cash outflows from financing activities of \$35.3 million during the three months ended December 30, 2011. During the three months ended December 28, 2012, we had the following significant uses of cash:

- \$41.7 million related to our repurchase of approximately 1.9 million shares of our common stock pursuant to the share repurchase program approved by our Board of Directors on November 8, 2012, and
- \$15.2 million related to payroll tax withholdings on the vesting of employee performance and restricted stock awards.

These uses of cash were partially offset by the net proceeds from an excess tax benefit from stock option exercises of \$3.1 million and cash payments from employee stock option exercises of \$3.0 million during the three months ended December 28, 2012.

Liquidity:

Cash and cash equivalent balances (excluding restricted cash which is used to collateralize outstanding letters of credit for insurance and lease obligations) increased by \$71.2 million to \$377.5 million at December 28, 2012 and was primarily related to the increase in cash from operations. During the three months ended December 28, 2012, we used \$41.7 million in cash to repurchase approximately 1.9 million shares of stock and invested \$26.4 million in cash in capital expenditures. Based on our historical results of operations, we expect that our cash and cash equivalents on hand and the cash we expect to generate from operations will be sufficient to fund our research and development, capital expenditures, working capital and other cash requirements for at least the next 12 months. However, we cannot be certain that our cash from operations will be available in the future to fund all of our capital and operating requirements. In addition, any strategic investments and acquisitions that we may make may require additional capital resources. If we are unable to obtain sufficient cash or capital to meet our capital needs on a timely basis and on favorable terms, our business and operations could be materially and adversely affected.

Our invested cash balances primarily consist of money market funds where the underlying securities primarily consist of United States treasury obligations, United States agency obligations and repurchase agreements collateralized by United States Government and agency obligations. Our invested cash balances also include time deposits and certificates of deposit.

Our cash, cash equivalents and restricted cash balance of \$378.4 million at December 28, 2012 consisted of \$216.2 million held domestically and \$162.2 million held by foreign subsidiaries. Of the amount of cash, cash equivalents and restricted cash held by our foreign subsidiaries at December 28, 2012, approximately \$96.2 million is considered by us to be indefinitely reinvested and would be subject to material tax effects if repatriated.

CONTRACTUAL OBLIGATIONS

Our contractual obligations disclosure in our 2012 10-K, as amended by Amendment No. 1 to the 2012 10-K, filed with the SEC on January 28, 2013, have not materially changed since we filed that report.

OFF-BALANCE SHEET ARRANGEMENTS

We have no material off-balance sheet arrangements as defined in SEC Regulation S-K- 303(a)(4)(ii).

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In June 2011, the Financial Accounting Standards Board issued technical corrections and improvements to the Accounting Standards Codifications. The guidance will not be effective for us until fiscal 2014. The adoption of the guidance will not have a significant impact on our financial position, results of operations or cash flows.

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

We are subject to investment risk, interest rate risk, and foreign exchange rate risk as described below.

Investment and Interest Rate Risk

Our exposure to interest rate and general market risks relates principally to our investment portfolio, which as of December 28, 2012 consisted of the following (in thousands):

	<u>As of</u> <u>December 28,</u> <u>2012</u>
Cash and cash equivalents (time deposits and money market funds)	\$ 377,538
Restricted cash (time deposits and certificates of deposit)	817
Carrying value of available for sale securities (auction rate securities)	2,288
	<u>\$ 380,643</u>

The main objective of our investment activities is the liquidity and preservation of capital. In general, our cash and cash equivalent investments have short-term maturity periods which dampen the impact of significant market or interest rate risk. Credit risk associated with our investments is not material as our investment policy prescribes high credit quality standards and limits the amount of credit exposure to any one issuer. We currently do not use derivative instruments for trading, speculative or investment purposes; however, we may use derivatives in the future.

In the event the market conditions change in the future and our auction rate security becomes fully and permanently impaired, the impact to income before income taxes would be the par value of the auction rate security of approximately \$3.2 million as of December 28, 2012.

Based on the results of operations for the three months ended December 28, 2012, a hypothetical reduction in interest rates to zero on our cash and cash equivalents would result in a reduction of interest income with a de minimis impact to income before income taxes.

We are subject to overall financial market risks, such as changes in market liquidity, credit quality and interest rates. Securities that are available for sale carry a longer maturity period (in some cases original contractual maturities exceed ten years).

Given the low interest rate environment, the objectives of our investment activities, and the relatively low interest income generated from our cash and cash equivalents and other investments, we do not believe that market, investment or interest rate risks pose material exposures to our current business or results of operations. However, this may change in the future.

Exchange Rate Risk

Substantially all sales to customers and arrangements with third-party manufacturers provide for pricing and payment in United States dollars, thereby reducing the impact of foreign exchange rate fluctuations on our results. A small percentage of our international operational expenses are denominated in foreign currencies. Exchange rate volatility could negatively or positively impact those operating costs. Increases in the value of the United States dollar relative to other currencies could make our products more expensive, which could negatively impact our ability to compete. Conversely, decreases in the value of the United States dollar relative to other currencies could result in our suppliers raising their prices to continue doing business with us. Fluctuations in currency exchange rates could have a greater effect on our business in the future to the extent our expenses increasingly become denominated in foreign currencies.

Item 4. Controls and Procedures.*Evaluation of disclosure controls and procedures.*

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of December 28, 2012. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the

company's management, including its principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on management's evaluation of our disclosure controls and procedures as of December 28, 2012, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in internal controls over financial reporting.

There are no changes to our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, various lawsuits, claims and proceedings have been, and may in the future be, instituted or asserted against the Company, including those pertaining to patent infringement, intellectual property, environmental, product liability and warranty, safety and health, employment and contractual matters.

Additionally, the semiconductor industry is characterized by vigorous protection and pursuit of intellectual property rights. From time to time, third parties have asserted and may in the future assert patent, copyright, trademark and other intellectual property rights to technologies that are important to the Company's business and have demanded and may in the future demand that the Company license their technology. The outcome of any such litigation cannot be predicted with certainty and some such lawsuits, claims or proceedings may be disposed of unfavorably to the Company. Generally speaking, intellectual property disputes often have a risk of injunctive relief, which, if imposed against the Company, could materially and adversely affect the Company's financial condition, or results of operations. From time to time the Company may also be involved in legal proceedings in the ordinary course of business. Legal costs are expensed as incurred.

On June 6 and 7, 2011, two putative stockholder class action lawsuits (Case No. 111CV202403 (the "Bushansky action") and Case No. 111CV202501 (the "Venette action"), respectively) were filed in California Superior Court in Santa Clara County naming Advanced Analogic Technologies Inc. ("AATI"), members of AATI's board of directors, the Company and PowerCo Acquisition Corp. ("Merger Sub") as defendants. The lawsuits related to conduct surrounding the Company's acquisition of AATI. On July 26, 2011, the Court issued an order consolidating the Bushansky action and Venette action into a single, consolidated action captioned In re Advanced Analogic Technologies Inc. Shareholder Litigation, Lead Case No. 111CV202403, and designating an amended complaint filed on July 14, 2011 in the Venette action as the operative complaint in the litigation.

On November 30, 2011, following confidential arbitration proceedings in the Delaware Court of Chancery, the Company announced that it and AATI had amended their previously announced merger agreement whereby the Company would acquire AATI at a reduced price through a tender offer. The Company and AATI completed the transaction on January 9, 2012. On March 2, 2012, the Court stayed all discovery in the matter and ordered that Plaintiffs file an amended complaint by April 20, 2012.

On April 20, 2012, Plaintiffs filed an amended complaint ("First Amended Complaint") against each of the original defendants with the exception of Merger Sub. The First Amended Complaint alleges, among other things, that (1) members of AATI's board of directors breached their fiduciary duties by (a) failing to take steps to maximize the value of AATI to its public shareholders by failing to adequately consider potential acquirers, (b) agreeing to the merger for inadequate consideration on unfair terms; (c) causing the filing of a materially misleading Schedule 14D-9 that failed to (i) disclose a basis for the price reduction, (ii) describe the arbitration proceedings, and (iii) include any financial valuation or fairness opinion concerning whether the revised merger consideration was fair; and (d) causing the issuance of amendments to the Schedule 14D-9 that failed to respond adequately to the SEC's disclosure directives; and (2) Skyworks and AATI allegedly aided and abetted these purported breaches of fiduciary duties. On June 22, 2012, the defendants filed demurrers to the First Amended Complaint. The Court will hold a hearing on those demurrers on February 15, 2013.

Item 1A. Risk Factors.

In addition to the other information set forth in this quarterly report on Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A Risk Factors in our Annual Report on Form 10-K for the fiscal year ended September 28, 2012, filed with the SEC on November 21, 2012 (the "2012 10-K"), as amended by Amendment No. 1 to the 2012 10-K, filed with the SEC on January 28, 2013, which could materially affect our business, financial condition or future results. There have been no material

changes from the risk factors previously disclosed in the 2012 10-K as amended by Amendment No. 1 to the 2012 10-K, filed with the SEC on January 28, 2013.

Item 2. *Unregistered Sales of Equity Securities and Use of Proceeds.*

The following table provides information regarding repurchases of common stock made during the three months ended December 28, 2012:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)	Maximum Number (or Approximately Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (1)
09/29/12-10/26/12	17,544(2)	\$23.29	—	\$200.0 million
10/27/12-11/23/12	703,883(2)	\$20.74	—	\$200.0 million
11/24/12-12/28/12	1,909,589(3)	\$21.93(3)	1,900,206	\$158.3 million

(1) Share repurchase program approved by the Board of Directors on November 8, 2012 authorizing the repurchase of up to \$200.0 million of our common stock from time to time on the open market or in privately negotiated transactions as permitted by securities laws and other legal requirements.

(2) Shares of common stock reported in the table above were repurchased by us at the fair market value of the common stock as of the period stated above, in connection with the satisfaction of tax withholding obligations under restricted stock agreements.

(3) 1,900,206 shares were repurchased at an average price of \$21.93 per share as part of our share repurchase program. 9,383 shares were repurchased at an average price of \$21.41 per share in connection with the satisfaction of tax withholding obligations under restricted stock agreements.

Item 6. Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>	<u>Form</u>	<u>Incorporated by Reference</u>			<u>Filed Herewith</u>
			<u>File No.</u>	<u>Exhibit</u>	<u>Filing Date</u>	
10.A	Fiscal 2013 Executive Incentive Compensation Plan					X
10.B	Form of Nonstatutory Stock Option Agreement (Revised) under the 2005 Long-Term Incentive Plan					X
10.C	Form of Performance Share Award Agreement (Revised) under the 2005 Long-Term Incentive Plan					X
10.D	Amended and Restated 2002 Qualified Employee Stock Purchase Plan					X
10.E	Amended and Restated 2002 Non-qualified Employee Stock Purchase Plan					X
31.1	Certification of the Company's Chief Executive Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of the Company's Chief Financial Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1	Certification of the Company's Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
32.2	Certification of the Company's Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101.INS*	XBRL Instance Document					X
101.SCH*	XBRL Taxonomy Extension Schema Document					X
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document					X

* Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

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.

SKYWORKS SOLUTIONS, INC.

Date: January 31, 2013

By: /s/ David J. Aldrich

David J. Aldrich, President and Chief
Executive Officer (Principal Executive Officer)

By: /s/ Donald W. Palette

Donald W. Palette, Chief Financial Officer
Vice President (Principal Accounting and Financial Officer)



FY13 Executive Incentive Plan

- Purpose:** The FY13 Executive Incentive Plan (the "FY13 Plan") is designed to reward key management for achieving certain financial and business objectives.
- Plan Period:** The FY13 Plan covers the period from September 29, 2012 through September 27, 2013.
- Eligibility:** This program applies to the Chief Executive Officer and his direct reporting senior executives. Other key employees may be added based upon the recommendation of the Chief Executive Officer and subsequent approval of the Compensation Committee. Those employees not covered by this plan may be eligible for other programs established by Skyworks.
- Incentive Targets:** Participants are eligible to earn a percentage of their base salary for attaining certain performance objectives. Nominal, target and stretch incentive awards have been established as follows (shown as a percentage of the participant's base salary):

Name	Incentive At Nominal	Incentive At Target	Incentive At Stretch
CEO	75.0%	150.0%	300.0%
EVP, GM	40.0%	80.0%	160.0%
CFO	37.5%	75.0%	150.0%
VP Ops, VP Sales	35.0%	70.0%	140.0%
Other VPs	27.5%	55.0%	110.0%

- FY13 Metrics:** The performance metrics for FY13 are as follows:

1st Half Metrics

Metric	Nominal	Target	Stretch
Gross Margin (%) ¹	REDACTED	REDACTED	REDACTED
Operating Income (\$M) ¹	REDACTED	REDACTED	REDACTED

¹ After incentive

Performance periods are semi-annual. The individual metrics above are for normal operations and any extraordinary events and/or charges will be brought to the Compensation Committee for review and approval.

Metrics will be weighted based on corporate performance for the first half of FY13 as follows:

1st Half Metric Weighting

	Gross Margin (%)	Operating Income (\$)
All Executives	50%	50%

6. **How the Plan Works:** Upon completion of the first six months of the Fiscal Year, the Chief Executive Officer will provide the Compensation Committee with recommendations for incentive award payments to the named participants of the plan. The Committee will review the recommendations and approve the actual amount to be paid to each participant. The Committee will rely upon the CEO for the appropriate distribution of the authorized incentive pool. The same process will occur for the 2nd 6 months of the Fiscal Year. All incentive award payments under the FY13 Plan, if earned, will be paid by March 15th of the calendar year following the end of the fiscal year in which the performance occurs.
7. **Administration:** Actual performance between the Nominal and Target metrics will be paid on a linear sliding scale beginning at the Nominal percentage and moving up to the Target percentage. The same linear scale will apply for performance between Target and Stretch metrics. In order to fund the incentive plans and insure the overall Company's financial performance, the following terms apply.
 - No incentive award will be paid unless the Company meets its Nominal operating income goal after accounting for any incentive award payments.
 - Payout for the first six month performance period will be capped at 80% of earnings with 20% being held back until the end of the fiscal year based on sustained performance.
 - Incentive payments will be processed in a timely manner at the completion of each six month performance period. Skyworks' CEO, subject to approval by the Compensation Committee, retains discretion to award below nominal or above Stretch and to modify all individual incentive payments to ensure equitable distribution of incentives; such modifications may include, but are not limited to, the delivery of equity or similar instruments in lieu of cash payments.
 - Any payout shall be conditioned upon the Participant's employment by the Company on the date of payment; provided, however, that the Compensation Committee may make exceptions to this requirement, in its sole discretion, including, without limitation, in the case of a participant's termination of employment, retirement, death or disability.
8. **Taxes:** All awards are subject to federal, state, local and social security taxes. Payments under this Plan will not affect the base salary, which is used as the basis for Skyworks' benefits program.
9. **Amendments:** The Company reserves the right to amend or terminate the FY13 Plan at any time in its sole discretion.

SKYWORKS SOLUTIONS, INC.
Nonstatutory Stock Option Agreement

Granted Under 2005 Long-Term Incentive Plan

1. Grant of Option.

This agreement evidences the grant by Skyworks Solutions, Inc., a Delaware corporation (the "Company"), on _____ (the "Grant Date") to _____, an employee, officer, consultant, advisor of the Company (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2005 Long-Term Incentive Plan (the "Plan"), a total of _____ shares (the "Shares") of common stock, \$.25 par value per share, of the Company ("Common Stock") at \$_____ per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern Time, on _____ (the "Final Exercise Date").

It is intended that the option evidenced by this agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

This option will become exercisable ("vest") as to twenty-five percent (25%) of the original number of Shares on the first anniversary of the Grant Date and as to an additional twenty-five (25%) of the original number of Shares at the end of each successive twelve-month period following the first anniversary of the Grant Date until the fourth anniversary of the Grant Date, provided the Participant continues to provide active service to the Company and/or its subsidiaries and affiliates on each vesting date.

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be in writing, signed by the Participant, or by any other form of notice (including electronic notice) that has been approved by the Company's Board of Directors, and received by the Company at its principal office or by a person designated by the Company, accompanied by this agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee or officer of, or consultant or advisor to, the Company or any other entity the employees, officers, consultants, or advisors of which are eligible to receive option grants under the Plan (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d), (e) and (f) below, the right to exercise this option shall terminate three (3) months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates

the non-solicitation, non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon written notice to the Participant from the Company describing such violation.

(d) Exercise Period Upon Death. If the Participant ceases to be an Eligible Participant due to his or her death prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for “cause” as specified in paragraph (f) below, this option shall be exercisable as to all Shares then vested and unvested, within the period of twelve (12) months following the date of death of the Participant, by an authorized transferee, provided that this option shall not be exercisable after the Final Exercise Date.

(e) Exercise Period Upon Disability. If the Participant ceases to be an Eligible Participant because the Participant becomes permanently disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for “cause” as specified in paragraph (f) below, this option shall be exercisable as to all Shares then vested and unvested, within the period of six (6) months following the date of disability of the Participant, by the Participant, provided that this option shall not be exercisable after the Final Exercise Date.

(f) Discharge for Cause. If the Participant, prior to the Final Exercise Date, is discharged by the Company for “cause” (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such discharge. “Cause” shall mean: (i) deliberate dishonesty significantly detrimental to the best interests of the Company or any subsidiary or affiliate; (ii) conduct constituting an act of moral turpitude; (iii) willful disloyalty to the Company or refusal or failure to obey the directions of supervisors; or (iv) inadequate performance or inattention to or neglect of duties, as determined by the Company, which determination shall be conclusive. The Participant shall be considered to have been discharged for “Cause” if the Company determines, within 30 days after the Participant's resignation, that discharge for cause was warranted.

4. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

5. Nontransferability of Option.

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

6. Provisions of the Plan.

This option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this option.

7. Non-Solicitation.

The Participant agrees that while employed by the Company and for one year thereafter, he or she will not, either directly or through others, raid, solicit, or attempt to solicit any employee of the Company to terminate his or her relationship with the Company in order to become an employee to or for any other person or entity. Participant further agrees that he or she will not disrupt or interfere or attempt to disrupt or interfere with the Company's relationships with such employees. Participant also agrees that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this agreement shall be entitled to recover its costs and attorneys' fees from the other party.

8. Invention/Secrecy.

The Participant agrees that he or she will promptly disclose to the Company any invention or discovery, whether or not patentable (hereafter termed "invention" or "inventions") that he or she makes or conceives, or first actually reduces to practice, solely or jointly with others, during the Participant's employment, and which at the time of disclosure to the Company or at the time of making or conceiving, or first actually reducing to practice (a) results from or is related to any assignments given to or assumed by the Participant, or (b) is subject to any contractual obligation of the Company to a third party, or (c) utilized the time, equipment, supplies, facilities, or trade secret information of the Company, or (d) pertains to any actual or anticipated Company work, product, research, business activity, or any logical extension thereof, and the Participant will assign and does hereby assign to the Company the Participant's entire right, title and interest (domestic and foreign and including all rights under the International Convention for the Protection of Industrial Property) in all such inventions, subject to the requirements of law, and without further compensation or award of any kind to the Participant from the Company, or any customer; and that if during the period of the Participant's employment, the Participant has access to any confidential or proprietary information, technical or otherwise, that belongs to the Company, its customers, subcontractors and any other individuals or companies having any kind of association or relationship with the Company, the Participant will not, except as required by the Participant's duties as an employee of the Company, use or disclose or authorize anyone else to use or disclose, any such information, either during the Participant's my employment or thereafter for so long as such information is not publicly or generally known. Anything possessed by the Participant that discloses or embodies such information will be delivered to the Company prior to the Participant's leaving its employ. The Participant agrees not to disclose information concerning the work-in-progress at the Company to anyone not authorized to receive it. Confidential or proprietary information includes but is not limited to customer lists, employee lists, internal Company telephone, electronic, and other employee contact information, the Company's methods of doing business including business plans and strategies, pricing plans and strategies; the Company's products and services including inventions and ideas, technical data, designs, know-how and negative know-how, software programs, projects, contemplated projects, research and any other information that is not generally known to competitors or to the general public.

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

Skyworks Solutions, Inc.

Dated: _____

By: _____

Name: _____

Title: _____

Skyworks Solutions, Inc.

Performance Share Agreement

Granted Under 2005 Long-Term Incentive Plan1. Grant of Award.

This Agreement evidences the grant by Skyworks Solutions, Inc., a Delaware corporation (“Skyworks” or the “Company”) on _____ (the “Grant Date”) to _____ (the “Participant”) of up to _____ performance shares of the Company (the “Award”). Each performance share represents the right to receive one share of the common stock, \$0.25 par value per share, of the Company (“Common Stock”) upon, and to the extent of, the achievement of the performance metrics, as provided in this Agreement. The shares of Common Stock that are issuable upon, and to the extent, of the achievement of the performance metrics are referred to in this Agreement as “Shares.” No Shares shall be issued by the Company and delivered to the Participant unless, and until, all conditions set forth herein for such issuance and delivery are met, including but not limited to the achievement of an applicable performance metric.

2. Earning Shares; Forfeiture.

(a) Shares shall be deemed earned if, and to the extent, the performance metrics described in Exhibit A to this Award (the “Metrics”) are satisfied as of the date set forth in Exhibit A (the “Measurement Date”). If none of the Metrics are met as of the Measurement Date, the Company shall have no obligation to issue any Shares and this Award shall be forfeited.

(b) Notwithstanding the foregoing, if the Participant's employment with the Company terminates for any reason prior to the Initial Vesting Date, the Second Vesting Date or the Third Vesting Date, as applicable, and each as defined in Exhibit A, the Company shall have no obligation to issue any Shares (or any earned but unissued Shares, if applicable) to the Participant under this Agreement, except as provided in Sections 3(b) or 3(c) below, and this Award shall be forfeited.

3. Issuance of Shares.

(a) The number of Shares issued to Participant shall be determined under Exhibit A and such Shares, if any, shall be issued to the Participant on the Initial Vesting Date, the Second Vesting Date, or the Third Vesting Date, as applicable.

(b) Upon the death of the Participant or the termination of the Participant due to permanent disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code) on or before the Measurement Date, the Company will issue to the Participant (or to the Participant's estate, if applicable) the greater of (a) the Target level of Shares issuable pursuant to this Award or (2) the number of Shares that would have been issuable hereunder after the Measurement Date based on the actual performance of the Company through the Measurement Date. Such Shares shall be issued to the Participant (or to the Participant's estate, if applicable) on the Initial Vesting Date.

(c) Upon the death of the Participant or the termination of the Participant due to permanent disability (within the meaning of Section 22(e)(3) of the Internal Revenue Code) after the Measurement Date but prior to the Initial Vesting Date, the Company will issue to the Participant (or to the Participant's estate, if applicable) the number of Shares that would have been issuable hereunder based on the actual performance of the Company through the Measurement Date. Such Shares shall be issued to the Participant (or to the Participant's estate, if applicable) within 30 days following such death or termination due to permanent disability, or as soon as administratively possible.

(d) The Company shall not be obligated to issue and deliver the Shares to the Participant on the Initial Vesting Date, the Second Vesting Date, or the Third Vesting Date, as applicable, unless the issuance and delivery of the Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation,

any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may then be listed.

4. Restrictions on Transfer.

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise, the Award or the Shares subject to the Award, or any interest therein, except by will or the laws of descent and distribution. The provisions of this Section 4 shall not apply to any of the Shares once issued.

5. Provisions of the Plan; Dividend and Other Shareholder Rights.

This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement. Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect of the Shares issuable pursuant to the performance shares granted hereunder until the Shares have been issued by the Company and delivered to the Participant.

6. Change of Control.

In the event of a Change of Control (as defined below), the continued employment condition specified in Exhibit A shall be automatically deemed met and the Shares underlying this Award shall be issuable to the Participant as follows: (a) if such Change of Control occurs prior to the Measurement Date, the "Target" level of Shares described in Exhibit A; or (b) if such Change of Control occurs on or after the Measurement Date, any then earned but unissued Shares to the extent the performance metric was met as of the Measurement Date. Any Shares that are issued pursuant to this Section 6 shall be issued to the Participant upon the closing of the Change of Control. For purposes of this Agreement, the term "Change of Control" shall mean an event or occurrence set forth in any one or more of subsections (a) through (d) below (including an event or occurrence that constitutes a Change of Control under one of such subsections but is specifically exempted from another such subsection):

(a) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership of any capital stock of Skyworks if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 40% or more of either (x) the then-outstanding shares of common stock of Skyworks (the "Outstanding Company Common Stock") or (y) the combined voting power of the then-outstanding securities of Skyworks entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from Skyworks (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of Skyworks, unless the Person exercising, converting or exchanging such security acquired such security directly from Skyworks or an underwriter or agent of Skyworks), (ii) any acquisition by Skyworks, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Skyworks or any corporation controlled by Skyworks, or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i) and (ii) of subsection (c) of this Section 6; or

(b) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board of Directors of Skyworks (the "Board") (or, if applicable, the Board of Directors of a successor corporation to Skyworks), where the term "Continuing Director" means at any date a member of the Board (i) who was a member of the Board on the date of the execution of this Agreement or (ii) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (ii) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or

(c) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving Skyworks or a sale or other disposition of all or substantially all of the assets of Skyworks in one or a series of transactions (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (i) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns Skyworks or substantially all of Skyworks' assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (ii) no Person (excluding any employee benefit plan (or related trust) maintained or sponsored by Skyworks or by the Acquiring Corporation) beneficially owns, directly or indirectly, 40% or more of the then outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

(d) approval by the stockholders of Skyworks of a complete liquidation or dissolution of Skyworks.

7. Reorganization Event.

(a) In the event of a Reorganization Event (as defined in the Plan) that is not also a Change of Control (as defined above), the Board of Directors (the “Board”) may take any one or more of the following actions with respect to the Award on such terms as the Board determines (except to the extent specifically otherwise provided in another agreement between the Company and the Participant): (i) provide that the Award shall be assumed, or a substantially equivalent Award shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) provide that the Award shall become vested and the Shares subject to the Award shall become deliverable in whole or in part prior to or upon such Reorganization Event, (iii) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the “Acquisition Price”), make or provide for a cash payment to Participant with respect to each Share subject to the Award held by a Participant equal to (I) the number of Shares that vest upon or immediately prior to such Reorganization Event multiplied by (II) the excess of (X) the Acquisition Price over (Y) any applicable tax withholdings, in exchange for the termination of the Award and such Shares, (iv) provide that, in connection with a liquidation or dissolution of the Company, the Shares subject to the Award shall convert into the right to receive liquidation proceeds (if applicable, net of any applicable tax withholdings), (v) provide for the termination of the unvested portion of the Award immediately prior to the Reorganization Event, (vi) any other action permitted under the Plan and (vii) any combination of the foregoing. In taking any of the actions permitted under this Section 7(a), the Board shall not be obligated by the Plan or this Agreement to treat all Awards under the Plan, all Awards held by Participant, or all Awards of the same type, identically.

(b) Notwithstanding the terms of Section 7(a), in the case of an outstanding Award that is subject to Section 409A of the Internal Revenue Code and the guidance thereunder (“Section 409A”): (i) if another agreement between the Participant and the Company provides that the Award shall be settled upon a “change in control event” within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i), and the Reorganization Event constitutes such a “change in control event”, then no assumption or substitution shall be permitted pursuant to Section 7(a)(i) and the Award shall instead be settled in accordance with the terms of the applicable agreement; and (ii) the Board may only undertake the actions set forth in clauses (ii), (iii), (iv), (v) or (vi) of Section 7(a) if the Reorganization Event constitutes a “change in control event” as defined under Treasury Regulation Section 1.409A-3(i)(5)(i) and/or such action is permitted or required by Section 409A of the Code; if the Reorganization Event is not a “change in control event” as so defined or such action is not permitted or required by Section 409A of the Code, and the acquiring or succeeding corporation does not assume or substitute the Award pursuant to clause (i) of Section 7(a), then the unvested portion of the Award shall terminate immediately prior to the consummation of the Reorganization Event without any payment in exchange therefor.

(c) For purposes of Section 7(a)(i), the Award shall be considered assumed if, following consummation of the Reorganization Event, such award confers the right to receive pursuant to the terms of such award, for each Share subject to the Award immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Common Stock); *provided, however*, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise or settlement of the award to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Committee determined to be equivalent in value (as of the date of such determination or another date specified by the Committee) to the per share consideration received by holders of outstanding Common Stock as a result of the Reorganization Event.

8. Withholding Taxes; No Section 83(b) Election.

(a) No Shares will be issued and delivered upon the Initial Vesting Date, the Second Vesting Date, or the Third Vesting Date, as applicable, unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this Award and any Shares issued hereunder.

(b) The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986 may be filed with respect to this Award or the Shares issued hereunder.

9. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that his or her right to receive Shares pursuant to Section 2 hereof is triggered only by the achievement by the Company of the Metric(s), continuing service until the Compensation Committee has made a determination that such Metric(s) has (have) been achieved and any continuing service requirements set forth in Exhibit A. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the performance targets set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the performance period, for any period, or at all.

(b) Non-Solicitation. The Participant agrees that while employed by the Company and for one year thereafter, he or she will not, either directly or through others, raid, solicit, or attempt to solicit any employee of the Company to terminate his or her relationship with the Company in order to become an employee to or for any other person or entity. Participant further agrees that he or she will not disrupt or interfere or attempt to disrupt or interfere with the Company's relationships with such employees. Participant also agrees that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this agreement shall be entitled to recover its costs and attorneys' fees from the other party.

(c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(d) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(f) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(f).

(g) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(h) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(i) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

(j) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) understands the terms and consequences of this Agreement; and (iii) is fully aware of the legal and binding effect of this Agreement.

(k) Section 409A. This Agreement is intended to be exempt from, or compliant with, Section 409A and shall be interpreted and construed consistently therewith. Notwithstanding the foregoing, in no event shall the Company have any liability to the Participant or to any other person in the event that the Agreement is determined to not be exempt from or compliant with Section 409A.

(l) Unfunded Rights. The right of the Participant to receive Shares pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Skyworks Solutions, Inc.

Name: David J. Aldrich
Title: President and Chief Executive Officer

Signed

SKYWORKS SOLUTIONS, INC.
2002 EMPLOYEE STOCK PURCHASE PLAN

1. Purpose.

The Skyworks Solutions, Inc. 2002 Employee Stock Purchase Plan (hereinafter the "Plan") is intended to provide a method whereby employees of Skyworks Solutions, Inc. (the "Company") and its participating subsidiaries (as defined in Article 18) will have an opportunity to acquire a proprietary interest in the Company through the purchase of shares of the Company's Common Stock. It is the intention of the Company to have the Plan qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). The provisions of the Plan shall, accordingly, be construed so as to extend and limit participation in a manner consistent with the requirements of that Section of the Internal Revenue Code.

2. Eligible Employees.

All employees of the Company or any of its participating subsidiaries who are employed by the Company at least ten (10) business days prior to the first day of the applicable Offering Period shall be eligible to receive options under this Plan to purchase the Company's Common Stock. Except as otherwise provided herein, persons who become eligible employees after the first day of any Offering Period shall be eligible to receive options on the first day of the next succeeding Offering Period on which options are granted to eligible employees under the Plan. For the purpose of this Plan, the term employee shall not include an employee whose customary employment is less than twenty (20) hours per week or is for not more than five (5) months in any calendar year.

In no event may an employee be granted an option if such employee, immediately after the option is granted, owns stock possessing five (5%) percent or more of the total combined voting power or value of all classes of stock of the Company or of its parent corporation or subsidiary corporation as the terms "parent corporation" and "subsidiary corporation" are defined in Section 424(e) and (f) of the Internal Revenue Code. For purposes of determining stock ownership under this paragraph, the rules of Section 424(d) of the Internal Revenue Code shall apply and stock which the employee may purchase under outstanding options shall be treated as stock owned by the employee.

3. Stock Subject to the Plan.

The stock subject to the options granted hereunder shall be shares of the Company's authorized but unissued Common Stock or shares of Common Stock reacquired by the Company, including shares purchased in the open market. Subject to approval of the stockholders, the aggregate number of shares which may be issued pursuant to the Plan is 8,380,000 for all Offering Periods, subject to increase or decrease by reason of stock split-ups, reclassifications, stock dividends, changes in par value and the like. If any option granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, the unpurchased shares subject to such option shall again be available under the Plan. If the number of shares of Common Stock available for any Offering Period is insufficient to satisfy all purchase requirements for that Offering Period, the available shares for that Offering Period shall be apportioned among participating employees in proportion to their options.

4. Offering Periods and Stock Options.

There shall be Offering Periods during which payroll deductions will be accumulated under the Plan. Each Offering Period includes only regular pay days falling within it. The Committee shall be expressly permitted to establish the Offering Periods, including the Offering Commencement Date and Offering Termination Date of any Offering Period, under this Plan; provided, however, that, in no event shall any Offering Period extend for more than twenty-four (24) months. The Offering Commencement Date is the first day of each Offering Period. The Offering Termination Date is the applicable date on which an Offering Period ends under this Plan.

Subject to the foregoing, the Offering Periods shall generally commence and end as follows:

Offering

Commencement Dates

Each August 1
Each February 1

Offering

Termination Dates

Each January 31
Each July 31

Provided, however, that (i) the Offering Commencement Date and Offering Termination Date of the initial Offering Period under this Plan shall be October 21, 2002 and March 31, 2003, respectively, and (ii) the Offering Commencement Date and Offering Termination Date of the Offering Period immediately following the initial Offering Period under this Plan shall be April 1, 2003 and July 31, 2003, respectively.

On each Offering Commencement Date, the Company will grant to each eligible employee who is then a participant in the Plan an option to purchase on the Offering Termination Date at the Option Exercise Price, as hereinafter provided, that number of full shares of Common Stock reserved for the purpose of the Plan, up to a maximum of 1,000 shares, subject to increase or decrease (i) at the discretion of the Committee before each Offering Period or (ii) by reason of stock split-ups, reclassifications, stock dividends, changes in par value and the like (the "Share Cap"); provided that such employee remains eligible to participate in the Plan throughout such Offering Period. If the eligible employee's accumulated payroll deductions on the Offering Termination Date would enable the eligible employee to purchase more than the Share Cap except for the Share Cap, the excess of the amount of the accumulated payroll deductions over the aggregate purchase price of the Share Cap shall be refunded to the eligible employee as soon as administratively practicable by the Company, without interest. The Option Exercise Price for each Offering Period shall be the lesser of (i) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Commencement Date, or (ii) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Termination Date, in either case rounded up to the next whole cent. In the event of an increase or decrease in the number of outstanding shares of Common Stock through stock split-ups, reclassifications, stock dividends, changes in par value and the like, an appropriate adjustment shall be made in the number of shares and Option Exercise Price per share provided for under the Plan, either by a proportionate increase in the number of shares and proportionate decrease in the Option Exercise Price per share, or by a proportionate decrease in the number of shares and a proportionate increase in the Option Exercise Price per share, as may be required to enable an eligible employee who is then a participant in the Plan to acquire on the Offering Termination Date that number of full shares of Common Stock as his accumulated payroll deductions on such date will pay for at a price equal to the lesser of (i) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Commencement Date, or (ii) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Termination Date, in either case rounded up to the next whole cent, as so adjusted.

For purposes of this Plan, the term "fair market value" means, if the Common Stock is listed on a national securities exchange or is on the National Association of Securities Dealers Automated Quotation ("Nasdaq") Global Select Market system, the closing sale price of the Common Stock on such exchange or as reported on Nasdaq or, if the Common Stock is traded in the over-the-counter securities market, but not on the Nasdaq Global Select Market, the closing bid quotation for the Common Stock, each as published in *The Wall Street Journal*. If no shares of Common Stock are traded on the Offering Commencement Date or Offering Termination Date, the fair market value will be determined on the next regular business day on which shares of Common Stock are traded.

For purposes of this Plan the term "business day" as used herein means a day on which there is trading on the Nasdaq Global Select Market or such national securities exchange on which the Common Stock is listed.

No employee shall be granted an option which permits his rights to purchase Common Stock under the Plan and any similar plans of the Company or any parent or subsidiary corporations to accrue at a rate which exceeds \$25,000 of

fair market value of such stock (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with and shall be construed in accordance with Section 423(b)(8) of the Internal Revenue Code. If the participant's accumulated payroll deductions on the last day of the Offering Period would otherwise enable the participant to purchase Common Stock in excess of the Section 423(b)(8) limitation described in this paragraph, the excess of the amount of the accumulated payroll deductions over the aggregate purchase price of the shares actually purchased shall be refunded as soon as administratively practicable to the participant by the Company, without interest.

5. Exercise of Option.

Each eligible employee who continues to be a participant in the Plan on the Offering Termination Date shall be deemed to have exercised his or her option on such date and shall be deemed to have purchased from the Company such number of full shares of Common Stock reserved for the purpose of the Plan as his or her accumulated payroll deductions on such date will pay for at the Option Exercise Price subject to the Share Cap and the Section 423(b)(8) limitation described in Article 4. If a participant is not an employee on the Offering Termination Date and throughout an Offering Period, he or she shall not be entitled to exercise his or her option.

If a participant's accumulated payroll deductions in his or her account are based on a currency other than the U.S. dollar, then on the Offering Termination Date the accumulated payroll deductions in his or her account will be converted into an equivalent value of U.S. dollars based upon the U.S. dollar-foreign currency exchange rate in effect on that date, as reported in *The Wall Street Journal*, provided that such conversion does not result in an Option Exercise Price which is, in fact, less than the lesser of an amount equal to 85 percent of the fair market value of the Common Stock at the time such option is granted or 85 percent of the fair market value of the Common Stock at the time such option is exercised. The Plan administrators (as defined in Article 19) shall have the right to change such conversion date, as they deem appropriate to effectively purchase shares on any Offering Termination Date, provided that such action does not cause the Plan, or any grants under the Plan, to fail to qualify under Section 423 of the Internal Revenue Code.

6. Authorization for Entering Plan.

An eligible employee may enter the Plan by following a written, electronic or other enrollment process, including a payroll deduction authorization, as prescribed by the Plan administrators under generally applicable rules. Except as may otherwise be established by the Plan administrators under generally applicable rules, all enrollment authorizations shall be effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before an applicable Offering Commencement Date. Participation may be conditioned on an eligible employee's consent to transfer and process personal data and on acknowledgment and agreement to Plan terms and other specified conditions.

The Company will accumulate and hold for the employee's account the amounts deducted from his or her pay. No interest will be paid thereon. Participating employees may not make any separate cash payments into their account.

Unless an employee files a new authorization, or withdraws from the Plan, his or her deductions and purchases under the authorization he or she has on file under the Plan will continue as long as the Plan remains in effect. An employee may increase or decrease the amount of his or her payroll deductions as of the next Offering Commencement Date by filing a revised payroll deduction authorization in accordance with the procedures then applicable to such actions. Except as may otherwise be established by the Plan administrators under generally applicable rules, all revised authorizations shall be effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before the next Offering Commencement Date.

7. Maximum Amount of Payroll Deductions.

An employee may authorize payroll deductions in an amount of not less than one percent (1%) and not more than ten percent (10%) (in whole number percentages only) of his or her eligible compensation. Such deductions shall be

determined based on the employee's election in effect on the payday on which such eligible compensation is paid. An employee may not make any additional payments into such account. Eligible compensation means the wages as defined in Section 3401(a) of the Internal Revenue Code, determined without regard to any rules that limit compensation included in wages based on the nature or location or employment or services performed, including without limitation base pay, shift premium, overtime, gain sharing (profit sharing), incentive compensation, bonuses and commissions and all other payments made to the employee for services as an employee during the applicable payroll period, and excluding the value of any qualified or non-qualified stock option granted to the employee to the extent such value is includible in the taxable wages, reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits, but determined prior to any exclusions for any amounts deferred under Sections 125, 401(k), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) of the Internal Revenue Code or for certain contributions described in Section 457(h)(2) of the Internal Revenue Code that are treated as Company contributions.

8. Unused Payroll Deductions.

Only full shares of Common Stock may be purchased. Any balance remaining in an employee's account after a purchase will be reported to the employee and will be carried forward to the next Offering Period. However, in no event will the amount of the unused payroll deductions carried forward from a payroll period exceed the Option Exercise Price per share for that Offering Period. If for any Offering Period the amount of unused payroll deductions should exceed the Option Exercise Price per share, the amount of the excess for any participant shall be refunded to such participant, without interest.

9. Change in Payroll Deductions.

Unless otherwise permitted by the Committee prior to the commencement of an Offering Period, payroll deductions may not be increased, decreased or suspended by a participant during an Offering Period. However, a participant may withdraw in full from the Plan.

10. Withdrawal from the Plan.

An employee may withdraw from the Plan and withdraw all but not less than all of the payroll deductions credited to his or her account under the Plan prior to the Offering Termination Date by completing and filing a withdrawal notification with the designated Plan administrator(s) in accordance with the prescribed procedures, in which event the Company will refund as soon as administratively practicable without interest the entire balance of such employee's deductions not previously used to purchase Common Stock under the Plan. Except as may otherwise be prescribed by the Plan administrators under generally applicable rules, all withdrawals shall be effective only if delivered to the designated Plan administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before the Offering Termination Date.

An employee who withdraws from the Plan is like an employee who has never entered the Plan; the employee's rights under the Plan will be terminated and no further payroll deductions will be made. To reenter, such an employee must re-enroll pursuant to the provisions of Article 6 before the next Offering Commencement Date which cannot, however, become effective before the beginning of the next Offering Period following his withdrawal.

11. Issuance of Stock.

As soon as administratively practicable after each Offering Period the Company shall deliver (by electronic or other means) to the participant the Common Stock purchased under the Plan, except as specified below. The Plan administrators may permit or require that the Common Stock shares be deposited directly with a broker or agent designated by the Plan administrators, and the Plan administrators may utilize electronic or automated methods of share transfer. In addition, the Plan administrators may require that shares be retained with such broker or agent for a designated period of time (and may restrict dispositions during that period) and/or may establish other procedures to permit tracking of disqualifying dispositions of such shares or to restrict transfer of such shares as required to ensure that the Company's applicable tax withholding obligations are satisfied.

12. No Transfer or Assignment of Employee's Rights.

An employee's rights under the Plan are his or hers alone and may not be transferred or assigned to, or availed of by, any other person. Any option granted to an employee may be exercised only by him or her, except as provided in Article 13 in the event of an employee's death.

13. Termination of Employee's Rights.

Except as set forth in Article 14, an employee's rights under the Plan will terminate when he or she ceases to be an employee because of retirement, resignation, lay-off, discharge, death, change of status, failure to remain in the customary employ of the Company for twenty (20) hours or more per week, or for any other reason. Notwithstanding anything to the contrary contained in Article 10, a withdrawal notice will be considered as having been received from the employee on the day his or her employment ceases, and all payroll deductions not used to purchase Common Stock will be refunded without interest.

Notwithstanding anything to the contrary contained in Article 10, if an employee's payroll deductions are interrupted by any legal process, a withdrawal notice will be considered as having been received from him or her on the day the interruption occurs.

14. Death of an Employee.

Upon termination of the participating employee's employment because of death, the person(s) entitled to receipt of the Common Stock and/or cash as provided in this Article 14 shall have the right to elect, by written notice given to the Plan administrators prior to the expiration of the thirty (30) day period commencing with the date of the death of the employee, either (i) to withdraw, without interest, all of the payroll deductions credited to the employee's account under the Plan, or (ii) to exercise the employee's option for the purchase of shares of Common Stock on the next Offering Termination Date following the date of the employee's death for the purchase of that number of full shares of Common Stock reserved for the purpose of the Plan which the accumulated payroll deductions in the employee's account at the date of the employee's death will purchase at the applicable Option Exercise Price (subject to the limitations set forth in Article 4), and any excess in such account (in lieu of fractional shares) will be paid to the employee's estate as soon as administratively practicable, without interest. In the event that no such written notice of election shall be duly received by the Plan administrators, the payroll deductions credited to the employee's account at the date of the employee's death will be paid to the employee's estate as soon as administratively practicable, without interest.

Except as provided in the preceding paragraph, in the event of the death of a participating employee, the Company shall deliver such Common Stock and/or cash to the executor or administrator of the estate of the employee.

15. Termination and Amendments to Plan.

The Plan may be terminated at any time by the Company's Board of Directors or, if sooner, when all of the shares of Common Stock reserved for the purposes of the Plan have been purchased. In the event that the Board of Directors terminates the Plan pursuant to this Article 15, the date of such termination shall be deemed as the Offering Termination Date of the applicable Offering Period in which such termination date occurs. Upon such termination or any other termination of the Plan, all payroll deductions not used to purchase Common Stock will be refunded without interest.

The Committee or the Board of Directors may from time to time adopt amendments to the Plan provided that, without the approval of the stockholders of the Company, no amendment may (i) except as provided in Articles 3, 4, 24 and 25, increase the number of shares that may be issued under the Plan; (ii) change the class of employees eligible to receive options under the Plan, if such action would be treated as the adoption of a new plan for purposes of Section 423

(b) of the Internal Revenue Code; or (iii) cause Rule 16b-3 under the Securities Exchange Act of 1934 to become inapplicable to the Plan.

16. Limitations of Sale of Stock Purchased Under the Plan.

The Plan is intended to provide shares of Common Stock for investment and not for resale. The Company does not, however, intend to restrict or influence any employee in the conduct of his or her own affairs. An employee may, therefore, sell stock purchased under the Plan at any time the employee chooses, subject to compliance with any applicable federal or state securities laws and subject to any restrictions imposed under Articles 11 and 26. Each employee agrees by entering the Plan to promptly give the Company notice of any such Common Stock disposed of within two years after the Offering Commencement Date on which the Common Stock was purchased showing the number of such shares disposed of. The employee assumes the risk of any market fluctuations in the price of such Common Stock.

17. Company's Offering of Expenses Related to Plan.

The Company will bear all costs of administering and carrying out the Plan.

18. Participating Subsidiaries.

The term "participating subsidiaries" shall mean any present or future subsidiary of the Company which is designated by the Committee to participate in the Plan. The Committee shall have the power to make such designation(s) before or after the Plan is approved by the stockholders.

19. Administration of the Plan.

The Plan may be administered by the Compensation Committee, or such other committee as may be appointed by the Board of Directors of the Company (the "Committee"). No member of the Committee shall be eligible to participate in the Plan while serving as a member of the Committee. In the event that the Board of Directors fails to appoint or refrains from appointing a Committee, the Board of Directors shall have all power and authority to administer the Plan (in such event the word "Committee" shall refer to the Board of Directors).

The Committee shall have the authority to construe and interpret the Plan and options, and to establish, amend and revoke rules and regulations for the administration of the Plan. The Committee, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective. The interpretation and construction by the Committee of any provisions of the Plan or of any option granted under it shall be final. The Committee may from time to time adopt such rules and regulations for carrying out the Plan as it may deem best. Without limiting the foregoing, the Committee shall have the power, subject to, and within the limitations of, the express provisions of the Plan: (i) to determine when and how options to purchase shares of Common Stock shall be granted and the provisions of each Offering Period (which need not be identical); (ii) to designate from time to time which participating subsidiaries of the Company shall be eligible to participate in the Plan; (iii) to determine the Offering Commencement Date and Offering Termination Date of any Offering Period; (iv) to increase or decrease the maximum number of shares which may be purchased by an eligible employee in any Offering Period; (v) to amend the Plan as provided in Article 15, and (vi) generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interests of the Company and the participating subsidiaries.

The Committee may delegate to one or more individuals the day-to-day administration of the Plan. Without limitation, subject to the terms and conditions of this Plan, the President, the Chief Financial Officer of the Company, and any other officer of the Company or committee of officers or employees designated by the Committee (collectively, the "Plan administrators"), shall each be authorized to determine the methods through which eligible employees may elect to participate, amend their participation, or withdraw from participation in the Plan, and establish methods of enrollment by means of a manual or electronic form of authorization or an integrated voice response system. The Plan administrators

As amended and approved by the stockholders on May 11, 2011, and amended on November 8, 2012

are further authorized to determine the matters described in Article 11 concerning the means of issuance of Common Stock and the procedures established to permit tracking of disqualifying dispositions of shares or to restrict transfer of such shares.

With respect to persons subject to Section 16 of the Securities and Exchange Act of 1934, as amended, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under said Act. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by that Committee.

No member of the Board of Directors or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any option granted under it. The Company shall indemnify each member of the Board of Directors and the Committee to the fullest extent permitted by law with respect to any claim, loss, damage or expense (including counsel fees) arising in connection with their responsibilities under this Plan.

As soon as administratively practicable after the end of each Offering Period, the Plan administrators shall prepare and distribute or make otherwise readily available by electronic means or otherwise to each participating employee in the Plan information concerning the amount of the participating employee's accumulated payroll deductions as of the Offering Termination Date, the Option Exercise Price for such Offering Period, the number of shares of Common Stock purchased by the participating employee with the participating employee's accumulated payroll deductions, and the amount of any unused payroll deductions either to be carried forward to the next Offering Period, or returned to the participating employee without interest.

20. Optionees Not Stockholders.

Neither the granting of an option to an employee nor the deductions from his or her pay shall constitute such employee a stockholder of the Company with respect to the shares covered by such option until such shares have been purchased by and issued to him.

21. Application of Funds.

The proceeds received by the Company from the sale of Common Stock pursuant to options granted under the Plan may be used for any corporate purposes, and the Company shall not be obligated to segregate participating employees' payroll deductions.

22. Governmental Regulation.

The Company's obligation to sell and deliver shares of the Company's Common Stock under this Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such stock.

In this regard, the Board of Directors may, in its discretion, require as a condition to the exercise of any option that a Registration Statement under the Securities Act of 1933, as amended, with respect to the shares of Common Stock reserved for issuance upon exercise of the option shall be effective.

23. Transferability.

Neither payroll deductions credited to an employee's account nor any rights with regard to the exercise of an option or to receive stock under the Plan may be assigned, transferred, pledged, or otherwise disposed of in any way by the employee. Any such attempted assignment, transfer, pledge, or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds in accordance with Article 10.

24. Effect of Changes of Common Stock.

If the Company should subdivide or reclassify the Common Stock which has been or may be optioned under the Plan, or should declare thereon any dividend payable in shares of such Common Stock, or should take any other action of

a similar nature affecting such Common Stock, then the number and class of shares of Common Stock which may thereafter be optioned (in the aggregate and to any individual participating employee) shall be adjusted accordingly.

25. Merger or Consolidation.

If the Company should at any time merge into or consolidate with another corporation, the Board of Directors may, at its election, either (i) terminate the Plan and refund without interest the entire balance of each participating employee's payroll deductions, or (ii) entitle each participating employee to receive on the Offering Termination Date upon the exercise of such option for each share of Common Stock as to which such option shall be exercised the securities or property to which a holder of one share of the Common Stock was entitled upon and at the time of such merger or consolidation, and the Board of Directors shall take such steps in connection with such merger or consolidation as the Board of Directors shall deem necessary to assure that the provisions of this Article 25 shall thereafter be applicable, as nearly as reasonably possible. A sale of all or substantially all of the assets of the Company shall be deemed a merger or consolidation for the foregoing purposes.

26. Withholding of Additional Tax.

By electing to participate in the Plan, each participant acknowledges that the Company and its participating subsidiaries are required to withhold taxes with respect to the amounts deducted from the participant's compensation and accumulated for the benefit of the participant under the Plan, and each participant agrees that the Company and its participating subsidiaries may deduct additional amounts from the participant's compensation, when amounts are added to the participant's account, used to purchase Common Stock or refunded, in order to satisfy such withholding obligations. Each participant further acknowledges that when Common Stock is purchased under the Plan the Company and its participating subsidiaries may be required to withhold taxes with respect to all or a portion of the difference between the fair market value of the Common Stock purchased and its purchase price, and each participant agrees that such taxes may be withheld from compensation otherwise payable to such participant. It is intended that tax withholding will be accomplished in such a manner that the full amount of payroll deductions elected by the participant under Article 7 will be used to purchase Common Stock. However, if amounts sufficient to satisfy applicable tax withholding obligations have not been withheld from compensation otherwise payable to any participant then, notwithstanding any other provision of the Plan, the Company may withhold such taxes from the participant's accumulated payroll deductions and apply the net amount to the purchase of Common Stock, unless the participant pays to the Company, prior to the exercise date, an amount sufficient to satisfy such withholding obligations. Each participant further acknowledges that the Company and its participating subsidiaries may be required to withhold taxes in connection with the disposition of stock acquired under the Plan and agrees that the Company or any participating subsidiary may take whatever action it considers appropriate to satisfy such withholding requirements, including deducting from compensation otherwise payable to such participant an amount sufficient to satisfy such withholding requirements or conditioning any disposition of Common Stock by the participant upon the payment to the Company or such subsidiary of an amount sufficient to satisfy such withholding requirements.

27. Approval of Stockholders.

This Plan was first adopted by the Board of Directors on September 25, 2002 and amended on January 14, 2003, and approved, as amended, by the stockholders of the Company on March 10, 2003. The Plan was subsequently amended and approved by the stockholders on March 30, 2006, March 27, 2008, and May 11, 2011, and thereafter amended by the Board of Directors on November 8, 2012.

As amended and approved by the stockholders on May 11, 2011, and amended on November 8, 2012

SKYWORKS SOLUTIONS, INC.
NON-QUALIFIED EMPLOYEE STOCK PURCHASE PLAN

1. PURPOSE.

The Skyworks Solutions, Inc. Non-Qualified Employee Stock Purchase Plan (hereinafter the “Plan”), effective as of October 1, 2002, is intended to provide a method whereby employees of participating organizations (as defined in Article 17) of Skyworks Solutions, Inc. (the “Company”) will have an opportunity to acquire a proprietary interest in the Company through the purchase of shares of the Company's Common Stock. It is the intention of the Company that this Plan authorize the grant of purchase rights and issuance of Common Stock which do not qualify as an “Employee Stock Purchase Plan” under section 423 of the United States Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”).

2. ELIGIBLE EMPLOYEES.

All employees of any of the participating organizations of the Company who are employed by the Company or a participating organization at least ten (10) business days prior to the first day of the applicable Offering Period or any Special Offering Period (each as defined below), or at such other time on or before the first day of the applicable Offering Period or any Special Offering Period, as determined by the Committee (the “Eligibility Date”), shall be eligible to participate in and receive rights under this Plan to purchase Common Stock. Except as otherwise provided herein, persons who become eligible employees after the Eligibility Date shall be eligible to receive purchase rights on the first day of the next succeeding Offering Period on which purchase rights are granted to eligible employees under the Plan. In no event may an employee be granted a purchase right if such employee, immediately after the purchase right is granted, owns stock possessing five (5%) percent or more of the total combined voting power or value of all classes of stock of the Company or of its parent corporation or subsidiary corporation as the terms “parent corporation” and “subsidiary corporation” are defined in Section 424(e) and (1) of the Internal Revenue Code. For purposes of determining stock ownership under this paragraph, the rules of Section 424(d) of the Internal Revenue Code shall apply and stock which the employee may purchase under outstanding purchase rights shall be treated as stock owned by the employee. All employees who participate in the Plan shall have the same rights and privileges under the Plan except for differences which may be mandated by local law and except that employees participating in a sub-plan adopted pursuant to Article 26 need not have the same rights and privileges as other employees participating in the Plan. The Committee (as defined in Article 18) may impose restrictions on eligibility and participation of employees who are officers and directors to facilitate compliance with federal or state securities laws or foreign laws.

3. STOCK SUBJECT TO THE PLAN.

The stock subject to the purchase rights granted hereunder shall be shares of the Company's authorized but unissued Common Stock or shares of Common Stock reacquired by the Company, including shares purchased in the open market. The aggregate number of shares which may be issued pursuant to the Plan is 1,320,000 for all Offering Periods, including any Special Offering Period, subject to increase or decrease by reason of stock split-ups, reclassifications, stock dividends, changes in par value and the like. If any purchase right granted under the Plan shall expire or terminate for any reason without having been exercised in full or shall cease for any reason to be exercisable in whole or in part, the unpurchased shares subject to such purchase right shall again be available under the Plan. If the number of shares of Common Stock available for any Offering Period, including any Special Offering Period, is insufficient to satisfy all purchase requirements for that Offering Period, the available shares for that Offering Period shall be apportioned among participating employees in proportion to their purchase rights.

4. OFFERING PERIODS AND STOCK PURCHASE RIGHTS.

There shall be Offering Periods and Special Offering Periods during which payroll deductions or permitted cash contributions will be accumulated under the Plan. Each Offering Period, including any Special Offering Period, includes only regular paydays falling within it, The Committee shall be expressly permitted to establish the Offering Periods

and the Special Offering Periods, including the Offering Commencement Date and Offering Termination Date (as both defined below) of any Offering Period or Special Offering Period, under the Plan; provided, however, that in no event shall any Offering Period or Special Offering Period extend for more than twenty-four (24) months.

Subject to the foregoing, the Offering Periods shall generally commence and end as follows:

<u>Offering Period Commencement Dates</u>	<u>Offering Period Termination Dates</u>
Each February 1	Each July 31
Each August 1	Each January 31

Provided, however, that (i) the Offering Commencement Date and Offering Termination Date of the initial Offering Period under this Plan shall be October 1, 2002 and March 31, 2003, respectively, and (ii) the Offering Commencement Date and Offering Termination Date of the Offering Period immediately following the initial Offering Period under this Plan shall be April 1, 2003 and July 31, 2003, respectively.

Notwithstanding the foregoing, in the event that the Committee adopts a sub-plan or establishes eligibility pursuant to Article 26 hereof for the employees of a particular organization or location, there will be a Special Offering Period (the "Special Offering Period") that will begin ten (10) business days after the adoption of such a sub-plan or such establishment of eligibility for all employees that particular organization or location who are eligible as of the date of the Offering Commencement Date of the Special Offering Period.

The Offering Commencement Date is the first day of each Offering Period, including any Special Offering Period. The Offering Termination Date is the applicable date on which an Offering Period ends under this Article 4. In the case of a Special Offering Period, the Offering Termination Date is the date which is the Offering Termination Date for the regular Offering Period in which the Offering Commencement Date for such Special Offering Period occurs unless otherwise decided by the Committee in its discretion.

On each Offering Commencement Date, the Company will grant to each eligible employee who is then a participant in the Plan a purchase right to purchase on the Offering Termination Date at the Purchase Right Exercise Price, as hereinafter provided, that number of full shares of Common Stock reserved for the purpose of the Plan, up to a maximum of 1,000 shares, subject to increase or decrease by reason of stock split-ups, reclassifications, stock dividends, changes in par value and the like; provided that such employee remains eligible to participate in the Plan throughout such Offering Period or Special Offering Period, as the case may be. If the eligible employee's accumulated payroll deductions or permitted cash contributions on the Offering Termination Date would enable the eligible employee to purchase more than 1,000 shares except for the 1,000-share limitation, the excess of the amount of the accumulated payroll deductions or permitted cash contributions over the aggregate Purchase Right Exercise Price of the 1,000 shares shall be refunded to the eligible employee by the Company as soon as administratively practicable, without interest (except where required by local law as determined by the Committee). The Purchase Right Exercise Price for each Offering Period, including any Special Offering Period, shall be the lesser of (i) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Commencement Date, or (ii) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Termination Date, in either case rounded up to the next whole cent. In the event of an increase or decrease in the number of outstanding shares of Common Stock through stock split-ups, reclassifications, stock dividends, changes in par value and the like, an appropriate adjustment shall be made in the number of shares and Purchase Right Exercise Price per share provided for under the Plan, either by a proportionate increase in the number of shares and proportionate decrease in the Purchase Right Exercise Price per share, or by a proportionate decrease in the number of shares and a proportionate increase in the Purchase Right Exercise Price per share, as may be required to enable an eligible employee who is then a participant in the Plan to acquire on the Offering Termination Date that number of full shares of Common Stock as his accumulated payroll deductions or permitted cash contributions on such date will pay for at a price equal to the lesser of (i) eighty-five percent (85%) of the fair market value of the

Common Stock on the Offering Commencement Date, or (ii) eighty-five percent (85%) of the fair market value of the Common Stock on the Offering Termination Date, in either case rounded up to the next whole cent, as so adjusted.

For purposes of this Plan, the term "fair market value" means, if the Common Stock is listed on a national securities exchange or is on the (U.S.) National Association of Securities Dealers Automated Quotation ("Nasdaq") Global Select Market system, the closing sale price of the Common Stock on the relevant date on such exchange or as reported on Nasdaq or, if the Common Stock is traded in the over-the-counter securities market, but not on the Nasdaq Global Select Market, the closing bid quotation for the Common Stock, each as published in *The Wall Street Journal*, if no shares of Common Stock are traded on the Offering Commencement Date or Offering Termination Date, the fair market value will be determined on the next regular business day on which shares of Common Stock are traded.

For purposes of this Plan the term "business day" as used herein means a day on which there is trading on the Nasdaq Global Select Market or such national securities exchange on which the Common Stock is listed.

No employee shall be granted a purchase right which permits the employee to purchase Common Stock under the Plan and any similar plans of the Company or any parent or subsidiary corporations at a rate which exceeds \$25,000 of fair market value of such stock (determined at the time such purchase right is granted) for each calendar year in which such purchase right is outstanding at any time. If the participant's accumulated payroll deductions or permitted cash contributions on the Offering Termination Date would otherwise enable the participant to purchase Common Stock in excess of the \$25,000 limitation described in this paragraph, the excess of the amount of the accumulated payroll deductions or permitted cash contributions over the aggregate Purchase Right Exercise Price of the shares actually purchased shall be refunded to the participant by the Company or its participating organization as soon as administratively practicable, without interest (except where required by local law as determined by the Committee).

5. EXERCISE OF PURCHASE RIGHT.

Each eligible employee who continues to be a participant in the Plan on the Offering Termination Date shall be deemed to have exercised his or her purchase right on such date and shall be deemed to have purchased from the Company such number of full shares of Common Stock reserved for the purpose of the Plan as his or her accumulated payroll deductions or permitted cash contributions on such date will pay for at the Purchase Right Exercise Price subject to the 1000-share limit of the purchase right and the \$25,000 limitation described in Article 4. If a participant is not an employee on the Offering Termination Date and throughout an Offering Period or Special Offering Period, he or she shall not be entitled to exercise his or her purchase right under the Plan.

If a participant's accumulated payroll deductions or permitted cash contributions in his or her account are based on a currency other than the U.S. dollar, then on the Offering Termination Date, the accumulated payroll deductions or permitted cash contributions in his or her account will be converted into an equivalent value of U.S. dollars based upon the U.S. dollar-foreign currency exchange rate in effect on that date, as reported in *The Wall Street Journal*, provided that such conversion does not result in an Purchase Right Exercise Price which is, in fact, less than the lesser of an amount equal to 85% of the fair market value of the Common Stock on the Offering Commencement Date or 85% of the fair market value of the Common Stock on the Offering Termination Date. The Committee shall have the right to change such conversion date, as they deem appropriate to effectively purchase shares on any Offering Termination Date.

6. AUTHORIZATION FOR ENTERING PLAN.

An eligible employee may enter the Plan by following a written, electronic or other enrollment process, including a payroll deduction authorization, as prescribed by the Committee. Except as may otherwise be established by the Committee, all enrollment authorizations shall be effective only if delivered to the designated Plan Administrator(s) (as defined in Article 1 8) in accordance with the prescribed procedures not later than the Eligibility or such other time as determined by the Committee. Participation may be conditioned on an eligible employee's consent to transfer and process personal data and on acknowledgment and agreement to Plan terms and other specified conditions.

The Company or its participating organization will accumulate and hold for the employee's account the accumulated payroll deductions or cash contributions. No interest will be paid thereon (except where required by local law as determined by the Committee). In jurisdictions in which participating employees may contribute to the Plan through payroll deductions, they may not make any separate cash payments into their account.

Unless an employee files a new enrollment authorization, or withdraws from the Plan, his or her payroll deductions or cash contribution and purchases under the enrollment authorization he or she has on file under the Plan shall continue as long as the Plan remains in effect. An employee may increase or decrease the amount of his or her payroll deductions or permitted cash contributions as of the next Offering Commencement Date by filing a revised payroll deduction authorization or cash contribution election in accordance with the procedures then applicable to such actions. Except as may otherwise be established by the Committee, all revised authorizations and elections shall be effective only if delivered to the designated Plan Administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before the next Offering Commencement Date.

7. MAXIMUM AMOUNT OF PAYROLL DEDUCTIONS AND PERMITTED CASH CONTRIBUTIONS.

An employee may authorize payroll deductions or make cash contributions in an aggregate amount of not less than one percent (1%) and not more than ten percent (10%) (in whole number percentages only) of his or her eligible compensation. Such deductions or the amount of the cash contribution shall be determined based on the employee's election in effect on the payday on which such eligible compensation is paid. An employee may not make any additional payments into such account. Except as otherwise required by local laws, eligible compensation means the wages as defined in Section 3401(a) of the Internal Revenue Code, determined without regard to any rules that limit compensation included in wages based on the nature or location or employment or services performed, including without limitation base pay, shift premium, overtime, gain sharing (profit sharing), incentive compensation, bonuses and commissions and all other payments made to the employee for services as an employee during the applicable payroll period, and excluding the value of any qualified or non-qualified stock option or purchase right granted to the employee to the extent such value is includible in the taxable wages, reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits, but determined prior to any exclusions for any amounts deferred under Sections 125, 401(k), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) of the Internal Revenue Code or for certain contributions described in Section 457(h)(2) of the Internal Revenue Code that are treated as Company contributions.

8. UNUSED PAYROLL DEDUCTIONS AND PERMITTED CASH CONTRIBUTIONS.

Only full shares of Common Stock may be purchased. Any balance remaining in an employee's account after a purchase will be reported to the employee and will be carried forward to the next Offering Period. However, in no event will the amount of the unused payroll deductions or permitted cash contributions carried forward from an Offering Period exceed the Purchase Right Exercise Price per share for that Offering Period or Special Offering Period, as the case may be. If for any Offering Period, including any Special Offering Period, the amount of unused payroll deductions or permitted cash contributions should exceed the Purchase Right Exercise Price per share, the amount of the excess for any participant shall be refunded to such participant as soon as administratively practicable, without interest (except where required by local law as determined by the Committee).

9. CHANGE IN PAYROLL DEDUCTIONS OR PERMITTED CASH CONTRIBUTIONS.

Deductions or cash contributions may not be increased or decreased during an Offering Period or Special Offering Period, as the case may be.

10. WITHDRAWAL FROM THE PLAN.

An employee may withdraw from the Plan and withdraw all but not less than all of the payroll deductions or permitted cash contributions credited to his or her account under the Plan prior to the Offering Termination Date by completing

and filing a withdrawal notification with the designated Plan Administrator(s) in accordance with the prescribed procedures, in which event the Company will refund as soon as administratively practicable without interest (except where required by local law as determined by the Committee) the entire balance of such employee's deductions or cash contributions_ not previously used to purchase Common Stock under the Plan. Except as may otherwise be established by the Committee, all withdrawals shall be effective only if delivered to the designated Plan Administrator(s) in accordance with the prescribed procedures not later than ten (10) business days before the Offering Termination Date.

An employee who withdraws from the Plan is like an employee who has never entered the Plan; the employee's rights under the Plan will be terminated and no further payroll deductions or cash contributions will be made. To reenter, such an employee must re-enroll pursuant to the provisions of Article 6 before the next Offering Commencement Date which cannot, however, become effective before the beginning of the next Offering Period or Special Offering Period following his withdrawal.

11. ISSUANCE OF STOCK.

As soon as administratively practicable after each Offering Period, including any Special Offering Period, the Company shall deliver (by electronic or other means) to the participant the Common Stock purchased under the Plan, except as specified below. The Committee may permit or require that the Common Stock shares be deposited directly with a broker or agent designated by the Committee, and the Committee may authorize electronic or automated methods of share transfer. In addition, the Committee may establish other procedures to ensure that the Company's and its subsidiaries' applicable tax withholding obligations are satisfied.

12. NO TRANSFER OR ASSIGNMENT OF EMPLOYEE'S RIGHTS.

An employee's rights under the Plan are his or hers alone and may not be transferred or assigned to, or availed of by, any other person. Any purchase right granted to an employee may be exercised only by him or her, except as provided in Article 13 in the event of an employee's death.

13. TERMINATION OF EMPLOYEE'S RIGHTS.

Except as set forth in the last paragraph of this Article 13, an employee's rights under the Plan will terminate when he or she ceases to be an employee because of retirement, resignation, lay-off, discharge, death, change of status, or fails to meet the applicable requirements for eligibility in the Plan, or for any other reason. Notwithstanding anything to the contrary contained in Article 10, a withdrawal notice will be considered as having been received from the employee on the day his or her employment ceases, and all payroll deductions or permitted cash contributions not used to purchase Common Stock will be refunded as soon as administratively feasible without interest (except where required by local law as determined by the Committee).

Notwithstanding anything to the contrary contained in Article 10, if an employee's payroll deductions or permitted cash contributions are interrupted by any legal process, a withdrawal notice will be considered as having been received from him or her on the day the interruption occurs.

Upon termination of the participating employee's employment because of death, the authorized legal representative of the employee's estate shall have the right to elect, by written notice given to the Plan Administrators prior to the earlier of the expiration of the thirty (30) day period commencing with the date of the death of the employee or the first Offering Termination Date following the date of the death of the employee, either (i) to withdraw, without interest (except where required by local law as determined by the Committee), all of the payroll deductions or permitted cash contributions credited to the employee's account under the Plan, or (ii) to exercise the employee's purchase right for the purchase of shares of Common Stock on the next Offering Termination Date following the date of the employee's death for the purchase of that number of full shares of Common Stock reserved for the purpose of the Plan which the accumulated payroll deductions or permitted cash contributions in the employee's account at the date of the employee's death will purchase at the applicable Purchase Right Exercise Price (subject to the limitations set forth in Article 4),

and any excess in such account (in lieu of fractional shares) will be paid to the employee's estate as soon as administratively practicable, without interest (except where required by local law as determined by the Committee). In the event that no such written notice of election shall be duly received by the Plan Administrators, the payroll deductions or permitted cash contributions credited to the employee's account at the date of the employee's death will be paid to the employee's estate as soon as administratively practicable, without interest (except where required by local law as determined by the Committee).

14. TERMINATION AND AMENDMENTS TO PLAN.

The Plan may be terminated at any time by the Company's Board of Directors or, if sooner, when all of the shares of Common Stock reserved for the purposes of the Plan have been purchased. Upon such termination or any other termination of the Plan, all payroll deductions or permitted cash contributions not used to purchase Common Stock will be refunded without interest (except where required by local law as determined by the Committee).

The Committee or the Board of Directors may, in its sole discretion, insofar as permitted by law, adopt amendments to the Plan from time to time.

15. LIMITATIONS OF SALE OF STOCK PURCHASED UNDER THE PLAN.

The Plan is intended to provide shares of Common Stock for investment and not for resale. The Company does not, however, intend to restrict or influence any employee in the conduct of his or her own affairs. An employee may, therefore, sell stock purchased under the Plan at any time the employee chooses, subject to compliance with any applicable securities laws and subject to any restrictions imposed under Articles 11 and 25. The employee assumes the risk of any market fluctuations in the price of such Common Stock.

16. COMPANY'S OFFERING OF EXPENSES RELATED TO PLAN.

The Company will bear all costs of administering and carrying out the Plan.

17. PARTICIPATING ORGANIZATIONS.

The term "participating organizations" shall mean any present or future subsidiary, organization or business unit of the Company which is designated by the Committee to participate in the Plan.

18. ADMINISTRATION OF THE PLAN.

The Plan shall be administered by a committee of "disinterested" directors as that term is defined in Rule 16b-3 under the U.S. Securities Exchange Act of 1934, as amended, appointed by the Board of Directors of the Company (the "Committee"). The Committee shall consist of not less than two members of the Company's Board of Directors. The Board of Directors may from time to time remove members from, or add members to, the Committee. Vacancies on the Committee, howsoever caused, shall be filled by the Board of Directors. No member of the Committee shall be eligible to participate in the Plan while serving as a member of the Committee.

The Committee shall select one of its members as Chairman, and shall hold meetings at such times and places as it may determine. Acts by a majority of the Committee, or acts reduced to or approved in writing by a majority of the members of the Committee, shall be the valid acts of the Committee.

The Committee shall have the authority to construe and interpret the provisions of the Plan and of any purchase rights granted under the Plan, and to establish, amend and revoke rules and regulations for the administration of the Plan. The Committee, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective. The interpretation and construction by the Committee of any provisions of the Plan or of any purchase rights granted under it shall be final. The Committee may from time to time adopt such rules and regulations for carrying out the Plan as it may deem best.

Without limiting the foregoing, the Committee shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

- (i) to determine when and how purchase rights to purchase shares of Common Stock shall be granted and the provisions of each Offering Period or Special Offering Period (which need not be identical);
- (ii) to designate from time to time which participating organization of the Company shall be eligible to participate in the Plan;
- (iii) to determine the Offering Commencement Date and Offering Termination Date of any Offering Period or Special Offering Period;
- (iv) to increase or decrease the maximum number of shares which may be purchased by an eligible employee in any Offering Period or Special Offering Period;
- (v) to amend the Plan as provided in Article 14; and
- (vi) generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interest of the Company and the participating organizations.

The Committee may, insofar as permitted by applicable laws and regulations, limit participation in the Plan, for participating organizations, to employees whose customary employment is greater than twenty (20) hours per week and is more than five (5) months in any calendar year.

With respect to persons subject to Section 16 of the Securities and Exchange Act of 1934, as amended, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successors under said Act. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

No member of the Board of Directors or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any purchase right granted under it. The Company shall indemnify each member of the Board of Directors and the Committee to the fullest extent permitted by law with respect to any claim, loss, damage or expense (including counsel fees) arising in connection with their responsibilities under this Plan.

The Committee may delegate to one or more individuals the day-to-day administration of the Plan. Without limitation, subject to the terms and conditions of this Plan, the President, the Chief Financial Officer of the Company, and any other officer of the Company or committee of officers or employees designated by the Committee (collectively, the "Plan Administrators"), shall each be authorized to determine the methods through which eligible employees may elect to participate, amend their participation, or withdraw from participation in the Plan, and establish methods of enrollment by means of a manual or electronic form of authorization or an integrated voice response system. The Plan Administrators are further authorized to determine the matters described in Articles 11 and 25 concerning the means of issuance of Common Stock and the procedures established to ensure that the Company's applicable tax withholding obligations are satisfied.

As soon as administratively practicable after the end of each Offering Period and the Special Offering Period, the Plan Administrators shall prepare and distribute or make otherwise readily available by electronic means or otherwise to each participating employee in the Plan information concerning the amount of the participating employee's accumulated payroll deductions or permitted cash contributions as of the Offering Termination Date, the Purchase Right Exercise Price for such Offering Period or Special Offering Period, the number of shares of Common Stock purchased by the

participating employee with the participating employee's accumulated payroll deductions or permitted cash contributions, and the amount of any unused payroll deductions or permitted cash contributions either to be carried forward to the next Offering Period or returned to the participating employee without interest or otherwise distributed or retained as required by local law as determined by the Committee.

19. PARTICIPANTS NOT STOCKHOLDERS.

Neither the granting of a purchase right to an employee nor the deductions from his or her pay shall make such employee a stockholder of the Company with respect to the shares covered by such purchase right until such shares have been purchased by and issued to him or her.

20. APPLICATION OF FUNDS.

The proceeds received by the Company and the participating organization for the purchase Common Stock pursuant to purchase rights granted under the Plan may be used for any corporate purposes, and the Company shall not be obligated to segregate participating employees' payroll deductions or permitted cash contributions, unless required by applicable laws and regulations.

21. GOVERNMENTAL REGULATION.

The Company's obligation to sell and deliver shares of the Company's Common Stock under this Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such stock.

In this regard, the Board of Directors may, in its discretion, require as a condition to the exercise of any purchase right that a Registration Statement under the U.S. Securities Act of 1933, as amended, with respect to the shares of Common Stock reserved for issuance upon exercise of the purchase right shall be effective, and that all other applicable provisions of U.S. state and federal and applicable foreign law have been satisfied.

22. TRANSFERABILITY.

Neither payroll deductions or permitted cash contributions credited to an employee's account nor any rights with regard to the exercise of a purchase right or to receive stock under the Plan may be assigned, transferred, pledged, or otherwise disposed of in any way by the employee. Any such attempted assignment, transfer, pledge, or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds in accordance with Article 10.

23. EFFECT OF CHANGES OF COMMON STOCK.

If the Company should subdivide or reclassify the Common Stock which has been or may be subject to purchase rights under the Plan, or should declare thereon any dividend payable in shares of such Common Stock, or should take any other action of a similar nature affecting such Common Stock, then the number and class of shares of Common Stock which may thereafter be subject to purchase rights (in the aggregate and to any individual participating employee) shall be adjusted accordingly.

24. MERGER OR CONSOLIDATION.

If the Company should at any time merge into or consolidate with another corporation, the Board of Directors may, at its election, either (i) terminate the Plan and refund without interest (except where required by local law as determined by the Committee) the entire balance of each participating employee's payroll deductions or permitted cash contributions, or (ii) entitle each participating employee to receive on the Offering Termination Date upon the exercise of such purchase right for each share of Common Stock as to which such purchase right shall be exercised the securities or property to which a holder of one share of the Common Stock was entitled upon and at the time of such merger or

consolidation, and the Board of Directors shall take such steps in connection with such merger or consolidation as the Board of Directors shall deem necessary to assure that the provisions of this Article 24 shall thereafter be applicable, as nearly as reasonably possible. A sale of all or substantially all of the assets of the Company shall be deemed a merger or consolidation for the foregoing purposes.

25. WITHHOLDING OF ADDITIONAL TAX.

By electing to participate in the Plan, each participant acknowledges that the Company and the participating organizations may be required to withhold taxes with respect to the amounts deducted from the participant's compensation and accumulated for the benefit of the participant under the Plan, and each participant agrees that the Company and the participating organizations may deduct additional amounts from the participant's compensation, when amounts are added to the participant's account, used to purchase Common Stock or refunded, in order to satisfy such withholding obligations. Each participant further acknowledges that when Common Stock is purchased under the Plan the Company and the participating organizations may be required to withhold taxes with respect to the Common Stock purchased, and each participant agrees that such taxes may be withheld from compensation otherwise payable to such participant. It is intended that tax withholding will be accomplished in such a manner that the full amount of payroll deductions or permitted cash contributions elected by the participant under Article 7 will be used to purchase Common Stock. However, if amounts sufficient to satisfy applicable tax withholding obligations have not been withheld from compensation otherwise payable to any participant then, notwithstanding any other provision of the Plan, the Company and the participating organizations may withhold such taxes from the participant's accumulated payroll deductions or permitted cash contributions and apply the net amount to the purchase of Common Stock, unless the participant pays to the Company or the participating organizations, prior to the Offer Termination Date, an amount sufficient to satisfy such withholding obligations. Each participant further acknowledges that the Company and the participating organizations may be required to withhold taxes in connection with the disposition of stock acquired under the Plan and agrees that the Company and the participating organizations may take whatever actions they consider appropriate to satisfy such withholding requirements, including deducting from compensation otherwise payable to such participant an amount sufficient to satisfy such withholding requirements or conditioning any disposition of Common Stock by the participant upon the payment to the Company or the participating organizations of an amount sufficient to satisfy such withholding requirements.

26. COMMITTEE RULES FOR FOREIGN JURISDICTIONS.

The Committee may adopt rules or procedures relating to the operation and administration of the Plan to accommodate the specific requirements of local laws and procedures. Without limiting the generality of the foregoing, the Committee is specifically authorized to (and to delegate to the Plan Administrators the authority to) adopt rules and procedures regarding handling of payroll deductions, cash contributions, payment of interest, conversion of local currency, tax, withholding procedures and handling of stock certificates which vary with local requirements.

The Committee may also adopt sub-plans and establish or discontinue eligibility to participate in the Plan applicable to particular organizations or locations. The rules of such sub-plans may take precedence over other provisions of this Plan, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan.

CERTIFICATION OF THE CEO PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David J. Aldrich, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Skyworks Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 31, 2013

/s/ David J. Aldrich

David J. Aldrich
Chief Executive Officer President

CERTIFICATION OF THE CFO PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Donald W. Palette, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Skyworks Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 31, 2013

/s/ Donald W. Palette

Donald W. Palette
Chief Financial Officer
Vice President

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ended December 28, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David J. Aldrich, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ David J. Aldrich

David J. Aldrich
Chief Executive Officer
President

January 31, 2013

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ended December 28, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Donald W. Palette, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Donald W. Palette

Donald W. Palette
Chief Financial Officer
Vice President
January 31, 2013