

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

FORM 10-Q

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

For the quarterly period ended March 28, 2008

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 1-5560

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. Yes No

Indicate by check mark whether the registrant is a 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 May 1, 2008
Common Stock, par value \$.25 per share	162,996,011

SKYWORKS SOLUTIONS, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED MARCH 28, 2008
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PART I. FINANCIAL INFORMATION

Item 1. Consolidated Financial Statements

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

	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Net revenues	\$ 201,708	\$ 180,210	\$ 412,241	\$ 376,240
Cost of goods sold	<u>121,341</u>	<u>111,508</u>	<u>249,536</u>	<u>232,222</u>
Gross profit	80,367	68,702	162,705	144,018
Operating expenses:				
Research and development	36,581	31,383	70,675	61,795
Selling, general and administrative	23,346	23,750	48,633	47,778
Amortization of intangible assets	1,871	536	3,803	1,072
Restructuring and special charges	—	—	—	5,473
Total operating expenses	<u>61,798</u>	<u>55,669</u>	<u>123,111</u>	<u>116,118</u>
Operating income	18,569	13,033	39,594	27,900
Interest expense	(1,769)	(4,114)	(3,977)	(7,363)
Other income, net	<u>1,883</u>	<u>2,903</u>	<u>3,933</u>	<u>5,058</u>
Income before income taxes	18,683	11,822	39,550	25,595
Provision for income taxes	<u>2,010</u>	<u>(375)</u>	<u>3,799</u>	<u>1,361</u>
Net income	<u>\$ 16,673</u>	<u>\$ 12,197</u>	<u>\$ 35,751</u>	<u>\$ 24,234</u>
Per share information:				
Net income, basic and diluted	<u>\$ 0.10</u>	<u>\$ 0.08</u>	<u>\$ 0.22</u>	<u>\$ 0.15</u>
Number of weighted-average shares used in per share computations, basic	<u>161,165</u>	<u>160,687</u>	<u>160,742</u>	<u>160,935</u>
Number of weighted-average shares used in per share computations, diluted	<u>162,982</u>	<u>161,972</u>	<u>162,740</u>	<u>162,125</u>

The following table summarizes share-based compensation expense for the three and six-month periods ended March 28, 2008 and March 30, 2007 which is included in the financial statement line items above as follows:

(In thousands)	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Cost of goods sold	677	276	1,511	401
Research and development	2,620	1,622	3,765	2,108
Selling, general and administrative	2,346	2,147	5,374	3,562

The accompanying notes are an integral part of these consolidated financial statements.

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

	As of	
	March 28, 2008 (Unaudited)	September 28, 2007
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 222,157	\$ 241,577
Short-term investments	—	5,700
Restricted cash	6,302	6,502
Receivables, net of allowance for doubtful accounts of \$1,903 and \$1,662	164,604	167,319
Inventories	94,272	82,109
Other current assets	8,926	10,511
Total current assets	496,261	513,718
Property, plant and equipment, net	168,881	153,516
Goodwill	491,929	480,890
Intangible assets, net	22,568	13,442
Deferred tax assets	14,528	14,459
Other assets	14,124	13,883
Total assets	<u>\$ 1,208,291</u>	<u>\$ 1,189,908</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Short-term debt	\$ 50,000	\$ 99,335
Accounts payable	76,691	56,417
Accrued compensation and benefits	28,967	28,392
Other current liabilities	8,306	13,079
Total current liabilities	163,964	197,223
Long-term debt, less current maturities	200,000	200,000
Other long-term liabilities	6,879	6,338
Total liabilities	370,843	403,561
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Preferred stock, no par value: 25,000 shares authorized, no shares issued	—	—
Common stock, \$0.25 par value: 525,000 shares authorized; 167,560 shares issued and 162,882 shares outstanding at March 28, 2008 and 165,593 shares issued and 161,101 shares outstanding at September 28, 2007	40,720	40,275
Additional paid-in capital	1,400,257	1,382,230
Treasury stock	(33,473)	(31,855)
Accumulated deficit	(568,338)	(604,089)
Accumulated other comprehensive loss	(1,718)	(214)
Total stockholders' equity	837,448	786,347
Total liabilities and stockholders' equity	<u>\$ 1,208,291</u>	<u>\$ 1,189,908</u>

The accompanying notes are an integral part of these consolidated financial statements.

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

	Six-months Ended	
	March 28, 2008	March 30, 2007
Cash flows from operating activities:		
Net income	\$ 35,751	\$ 24,234
Adjustments to reconcile net income to net cash provided by operating activities:		
Share-based compensation expense	10,650	6,071
Depreciation	21,993	18,830
Charge in lieu of income tax expense	2,720	673
Amortization of intangible assets	4,112	1,072
Amortization of deferred financing costs	892	1,290
Contribution of common shares to savings and retirement plans	5,016	3,633
Non-cash restructuring expense	—	419
Deferred income taxes	(300)	(510)
Loss on sales of assets	58	209
Provision for (losses) recoveries on accounts receivable	241	(198)
Changes in assets and liabilities:		
Receivables	2,474	(2,197)
Inventories	(6,730)	5,646
Other current and long-term assets	2,376	114
Accounts payable	20,274	(12,373)
Other current and long-term liabilities	(3,654)	(5,271)
Net cash provided by operating activities	<u>95,873</u>	<u>41,642</u>
Cash flows from investing activities:		
Capital expenditures	(37,416)	(17,577)
Payments for acquisitions	(32,627)	—
Sale of short-term investments	32,400	353,533
Purchase of short-term investments	(29,900)	(389,433)
Net cash used in investing activities	<u>(67,543)</u>	<u>(53,477)</u>
Cash flows from financing activities:		
Proceeds from notes offering	—	200,000
Payments on short-term borrowings	—	(9,929)
Payments on long-term borrowings	—	(130,000)
Deferred financing costs	—	(6,189)
Retirement of Junior Notes	(49,335)	—
Change in restricted cash	200	—
Repurchase of common stock	(1,619)	(30,667)
Net proceeds from exercise of stock options	3,004	4,318
Net cash provided by (used in) financing activities	<u>(47,750)</u>	<u>27,533</u>
Net increase (decrease) in cash and cash equivalents	(19,420)	15,698
Cash and cash equivalents at beginning of period	241,577	136,749
Cash and cash equivalents at end of period	<u>\$ 222,157</u>	<u>\$ 152,447</u>
Supplemental cash flow disclosures:		
Taxes paid	<u>\$ 482</u>	<u>\$ 483</u>
Interest paid	<u>\$ 3,747</u>	<u>\$ 8,238</u>

The accompanying notes are an integral part of these consolidated financial statements.

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

Skyworks Solutions, Inc. (“Skyworks” or the “Company”) designs, manufactures and markets a broad range of high performance analog and mixed signal semiconductors that enable wireless connectivity. Our power amplifiers (PAs), front-end modules (FEMs) and integrated radio frequency (RF) solutions can be found in many of the cellular handsets sold by the world’s leading manufacturers. Leveraging our core analog technologies, we also offer a diverse portfolio of linear integrated circuits (ICs) that support automotive, broadband, cellular infrastructure, industrial and medical applications.

The accompanying unaudited consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the “SEC”). 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, have been condensed or omitted pursuant to those rules and regulations. However, in the opinion of management, the financial information reflects all adjustments, consisting of adjustments of a normal recurring nature necessary to present fairly the financial position, results of operations, and cash flows of the Company. The results of operations for the three and six-month periods ended March 28, 2008 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 Form 10-K for the fiscal year ended September 28, 2007 as filed with the SEC.

The Company’s fiscal year ends on the Friday closest to September 30. Fiscal 2007 consisted of 52 weeks and ended on September 28, 2007, and the second quarters of fiscal 2008 and fiscal 2007 each consisted of 13 weeks and ended on March 28, 2008 and March 30, 2007, respectively. Fiscal 2008 will consist of 53 weeks and end on October 3, 2008, with the first three quarters of fiscal 2008 consisting of 13 weeks, and the fourth quarter of fiscal 2008 consisting of 14 weeks.

2. BUSINESS COMBINATIONS

In October 2007, the Company paid \$32.6 million in cash to acquire certain assets from two separate companies. The Company acquired raw materials, die bank, finished goods, proprietary GaAs PA/FEM designs and related intellectual property in a business combination from Freescale Semiconductor. We also acquired sixteen fundamental HBT and RF MEMs patents in an asset acquisition from another company. The purchase accounting on these acquisitions was finalized in March 2008.

The purchase prices as of October 23, 2007 were allocated based upon the fair value of the tangible and intangible assets acquired to allocate the purchase prices in accordance with Statement of Financial Accounting Standards (“SFAS”) 141, *Business Combinations*. Based upon those calculations, the Company has definitively concluded that customer relationships have a fair value of \$8.5 million, order backlog has a fair value of \$1.6 million, developed technology has a fair value of \$1.3 million, the Master Foundry Services agreement has a fair value of \$0.9 million, patents have a fair value of \$0.9 million, inventories have a fair value of \$5.6 million and the remaining purchase price of \$13.8 million is allocated to goodwill. The intangible assets will be amortized over periods ranging from .5 years to 5 years.

The Company’s primary reasons for the above acquisitions were to expand its market share in power amplifiers and front end modules at certain existing customers, and increase the probability of future design wins with these

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

customers. The significant factors that resulted in recognition of goodwill in one of the transactions were: (a) the purchase price was based on cash flow projections assuming the sale of the acquired inventory and the sale of the Company's next generation product (a derivative of the acquired inventory); and (b) there were very few tangible and identifiable intangible assets that qualified for recognition.

The Consolidated Financial Statements include the operating results of the acquired business from the date of acquisition. Pro forma results of operations for these acquisitions completed during the six-month period ended March 28, 2008 have not been presented because the effects of the acquisitions were not material to the Company's financial results.

3. AVAILABLE FOR SALE SECURITIES

The Company accounts for its investment in debt and equity securities in accordance with SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*, and classifies them as "available for sale". These securities consist of \$3.2 million in amortized cost of auction rate securities ("ARS"), which are long-term debt instruments which provide liquidity through a Dutch auction process that resets interest rates each month. The recent uncertainties in the credit markets have disrupted the liquidity of this process resulting in failed auctions.

In the three and six-month periods ended March 28, 2008, the carrying value of these securities was reduced by \$0.8 million and \$1.5 million, respectively, reflecting a change in fair value. The Company assessed these declines in fair value to be temporary and recorded this reduction in shareholders' equity in accumulated other comprehensive loss. The Company will continue to closely monitor these ARS and evaluate the appropriate accounting treatment in each reporting period. The Company holds no other auction rate securities.

ARS were classified in prior periods as current assets under "Short-term Investments". Given the failed auctions, the Company's ARS are considered to be illiquid until there is a successful auction. Accordingly, the remaining ARS balance has been reclassified to non-current other assets.

4. INVENTORIES

Inventories consist of the following (in thousands):

	March 28, 2008	September 28, 2007
Raw materials	\$ 8,150	\$ 6,624
Work-in-process	52,312	48,128
Finished goods	33,810	27,357
	<u>\$ 94,272</u>	<u>\$ 82,109</u>

5. PROPERTY, PLANT AND EQUIPMENT

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

	March 28, 2008	September 28, 2007
Land	\$ 9,423	\$ 9,423
Land and leasehold improvements	4,453	4,394
Buildings	39,974	39,730
Furniture and Fixtures	25,372	24,485
Machinery and equipment	367,304	343,551
Construction in progress	23,792	12,671
	470,318	434,254
Accumulated depreciation and amortization	(301,437)	(280,738)
	<u>\$ 168,881</u>	<u>\$ 153,516</u>

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

6. GOODWILL AND INTANGIBLE ASSETS

Goodwill and intangible assets consist of the following (in thousands):

	Weighted Average Amortization Period (Years)	March 28, 2008			September 28, 2007		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Goodwill		<u>\$ 491,929</u>	<u>\$ —</u>	<u>\$ 491,929</u>	<u>\$ 480,890</u>	<u>\$ —</u>	<u>\$ 480,890</u>
Amortized intangible assets							
Developed technology	5-10	\$ 11,850	\$ (6,965)	\$ 4,885	\$ 10,550	\$ (6,399)	\$ 4,151
Customer relationships	5-10	21,210	(8,164)	13,046	12,700	(6,678)	6,022
Patents	3	900	(150)	750	—	—	—
Other	.5-3	2,649	(2,031)	618	122	(122)	—
		<u>36,609</u>	<u>(17,310)</u>	<u>19,299</u>	<u>23,372</u>	<u>(13,199)</u>	<u>10,173</u>
Unamortized intangible assets							
Trademarks		<u>3,269</u>	<u>—</u>	<u>3,269</u>	<u>3,269</u>	<u>—</u>	<u>3,269</u>
Total intangible assets		<u>\$ 39,878</u>	<u>\$ (17,310)</u>	<u>\$ 22,568</u>	<u>\$ 26,641</u>	<u>\$ (13,199)</u>	<u>\$ 13,442</u>

Amortization expense related to intangible assets are as follows (in thousands):

	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Amortization expense	\$2,180	\$536	\$4,112	\$1,072

The changes in the gross carrying amount of goodwill and intangible assets are as follows (in thousands):

	Goodwill and Intangible Assets					
	Goodwill	Developed Technology	Customer Relationships	Trademarks	Patents and Other	Total
Balance as of September 28, 2007	\$ 480,890	\$ 10,550	\$ 12,700	\$ 3,269	\$ 122	\$ 507,531
Additions during period	13,759	1,300	8,510	—	3,427	26,996
Deductions during period	(2,720)	—	—	—	—	(2,720)
Balance as of March 28, 2008	<u>\$ 491,929</u>	<u>\$ 11,850</u>	<u>\$ 21,210</u>	<u>\$ 3,269</u>	<u>\$ 3,549</u>	<u>\$ 531,807</u>

In October 2007, the Company paid \$32.6 million in cash to acquire certain assets from two separate companies resulting in the allocation of approximately \$13.8 million to goodwill. For additional information regarding these acquisitions see Note 2, Business Combinations.

Goodwill was reduced by \$2.7 million in the six-month period ended March 28, 2008 as a result of the realization of deferred tax assets. The benefit from the recognition of a portion of these deferred items reduces the carrying value of goodwill instead of reducing income tax expense. Accordingly, future realization of certain deferred tax assets will reduce the carrying value of goodwill. The remaining deferred tax assets that could reduce goodwill in future periods are \$15.9 million as of March 28, 2008.

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

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

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Amortization expense	\$6,933	\$4,406	\$4,406	\$4,106	\$3,560

7. BORROWING ARRANGEMENTS**Long-Term Debt**

Long-term debt consists of the following (in thousands):

	<u>March 28, 2008</u>	<u>September 28, 2007</u>
Junior Notes	\$ —	\$ 49,335
2007 Convertible Notes	200,000	200,000
Long-term debt	\$ 200,000	\$ 249,335
Less-current maturities	—	49,335
	<u>\$ 200,000</u>	<u>\$ 200,000</u>

On March 2, 2007, the Company issued \$200.0 million aggregate principal amount of convertible subordinated notes (“2007 Convertible Notes”). The offering contained two tranches. The first tranche consisted of \$100.0 million of 1.25% convertible subordinated notes due March 2010. The second tranche consisted of \$100.0 million of 1.50% convertible subordinated notes due March 2012. The conversion price of the 2007 Convertible Notes is 105.0696 shares per \$1,000 principal amount of notes to be redeemed, which is the equivalent of a conversion price of approximately \$9.52 per share, plus accrued and unpaid interest, if any, to the conversion date. Holders may require the Company to repurchase the 2007 Convertible Notes upon a change in control of the Company. The Company pays interest in cash semi-annually in arrears on March 1 and September 1 of each year. It has been the Company’s historical practice to cash settle the principal and interest components of convertible debt instruments, and it is our intention to continue to do so in the future, including settlement of the 2007 Convertible Notes.

On December 21, 2006, the Financial Accounting Standards Board (“FASB”) issued FASB Staff Position Emerging Issues Task Force 00-19-2 (“FSP EITF 00-19-2”). FSP EITF 00-19-2 specifies that the contingent obligation to make future payments, or otherwise transfer consideration under a registration payment arrangement, should be separately recognized and measured in accordance with FASB Statement No. 5, *Accounting for Contingencies* (“FASB 5”). The Company adopted FSP EITF 00-19-2 on September 29, 2007. The Company agreed to file a shelf registration statement under the Securities Act of 1933 (the “Securities Act”) not later than 120 days after the first date of original issuance of the 2007 Convertible Notes. The Company agreed to utilize commercially reasonable efforts to have this shelf registration statement declared effective not later than 180 days after the first date of original issuance of the notes, and to keep it effective until the earliest of: 1) two years from the effective date of the shelf registration statement; 2) the date when all registrable securities have been registered under the Securities Act and disposed of; and 3) the date on which all registrable securities held by non-affiliates are eligible to be sold to the public pursuant to Rule 144(k) under the Securities Act. The Company filed the shelf registration statement within 120 days of the original issuance of the 2007 Convertible Notes and the shelf registration statement was declared effective within 180 days after the first date of original issuance of the notes. If the shelf registration statement ceases to be effective within two years from the effective date of the shelf registration statement the Company will be obligated to pay an additional 0.25% interest per annum for the first 90 days after the occurrence of the registration default and at the rate of 0.50% per annum thereafter. The Company has concluded that it is not probable that a contingent liability has been incurred as March 28, 2008 pursuant to the application of FASB 5 and thus has not recorded a liability.

Junior Notes represent the Company’s 4.75% convertible subordinated notes due November 2007. During the three-month period ended December 28, 2007, the Company retired the entire \$49.3 million in aggregate principal amount of the Junior Notes at a price of \$1,000 per \$1,000 principal amount of notes plus \$1.2 million in accrued and unpaid interest.

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

Short-Term Debt

Short-term debt consists of the following (in thousands):

	March 28, 2008	September 28, 2007
Junior Notes	\$ —	\$ 49,335
Facility Agreement	50,000	50,000
	<u>\$ 50,000</u>	<u>\$ 99,335</u>

On July 15, 2003, the Company entered into a receivables purchase agreement under which it has agreed to sell from time to time certain of its accounts receivable to Skyworks USA, Inc. ("Skyworks USA"), a wholly-owned special purpose entity that is consolidated for accounting purposes. Concurrently, Skyworks USA entered into an agreement with Wachovia Bank, N.A. providing for a \$50.0 million credit facility ("Facility Agreement") secured by the purchased accounts receivable. As a part of the consolidation, any interest incurred by Skyworks USA related to monies it borrows under the Facility Agreement is recorded as interest expense in the Company's results of operations. The Company performs collections and administrative functions on behalf of Skyworks USA. Interest related to the Facility Agreement is at LIBOR plus 0.4%. As of March 28, 2008, Skyworks USA had borrowed \$50.0 million under this agreement.

8. INCOME TAXES

We recorded tax provisions of \$2.0 million and \$3.8 million for the three and six-month periods ended March 28, 2008 and \$(0.4) million and \$1.3 million for the three and six-month periods ended March 30, 2007. Our effective tax rates were 10.8% and 9.6% for the three and six-month periods ended March 28, 2008 and (3.2)% and 5.3% for the three and six-month periods ended March 30, 2007. The difference between our effective tax rates and the 35% federal statutory rate resulted primarily from a tax benefit related to a reduction in the federal and state deferred tax asset valuation allowance and foreign earnings taxed at rates lower than the federal statutory rate.

As noted in our most recent Annual Report on Form 10-K, no benefit has been recognized for certain pre-Merger deferred tax assets. The benefit from the recognition of these deferred items reduces the carrying value of goodwill instead of reducing income tax expense. We will evaluate the realization of the pre-Merger deferred tax assets on a quarterly basis and adjust the provision for income taxes accordingly. As a result, the effective tax rate may vary in subsequent quarters.

We utilize the asset and liability method of accounting for income taxes as set forth in SFAS No. 109, *Accounting for Income Taxes*, ("SFAS 109"). Under the asset and liability method, deferred taxes are determined based on the temporary differences between the financial statement and tax basis of assets and liabilities using tax rates expected to be in effect during the years in which the basis differences reverse. A valuation allowance is recorded when it is more likely than not that some of the deferred tax assets will not be realized.

In July 2006, the FASB issued FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109" ("FIN 48"). FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with SFAS 109. FIN 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. This statement also provides guidance on derecognition, classification, interest and penalties, accounting in the interim periods, disclosure, and transition. The Company adopted FIN 48 on September 29, 2007, and the provisions of FIN 48 will be applied to all income tax provisions commencing from that date.

Of the total unrecognized tax benefits at March 28, 2008, \$0.6 million would impact the effective tax rate, if recognized. The Company has accrued \$0.5 million of interest related to this tax position. This position could change within the next twelve months because of the expiration of a statute of limitations period.

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

On October 1, 2007, Mexico enacted a new “flat tax” regime which became effective January 1, 2008. SFAS 109 prescribes that the effect of the new tax on deferred taxes must be included in tax expense in the period that includes the enactment date. The effect of recording deferred taxes in the first fiscal quarter of 2008 to the foreign tax provision (benefit) was (\$0.2) million. In addition to the deferred taxes, the Company has accrued flat tax for the three-month period ended March 28, 2008 of \$0.1 million.

9. 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, 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 our business and have demanded and may in the future demand that we license their technology. The outcome of litigation cannot be predicted with certainty and some lawsuits, claims or proceedings may be disposed of unfavorably to the Company. 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 we are involved in legal proceedings in the ordinary course of business. We believe that there is no such ordinary course litigation pending that will have, individually or in the aggregate, a material adverse effect on our business.

Guarantees and Indemnifications

The Company has no guarantees. 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 facility or 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. The Company has not recorded any liability for these indemnities in the accompanying consolidated balance sheets.

10. RESTRUCTURING AND SPECIAL CHARGES

Restructuring and special charges consists of the following (in thousands):

	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Restructuring and special charges	\$ —	\$ —	\$ —	\$ 5,473
	\$ —	\$ —	\$ —	\$ 5,473

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

Restructuring and special charges consist of charges for asset impairments and restructuring activities, as follows:

2006 Restructuring and Other

On September 29, 2006, the Company implemented a plan to exit its baseband product area in order to focus on its core products encompassing linear products, power amplifiers, front-end modules and radio solutions. The Company recorded various charges associated with this action.

The Company recorded additional restructuring charges of \$5.5 million related to the exit of the baseband product area in the first six-month period of 2007. These charges consist of \$4.1 million relating to the exit of certain operating leases and \$1.4 million for the write down of a technology license.

Activity and liability balances related to the fiscal 2006 restructuring actions are as follows (in thousands):

	Facility Closings	License and Software Write-offs	Workforce Reductions	Asset Impairments	Total
Charged to costs and expenses	\$ 105	\$ 9,583	\$ 13,070	\$ 4,197	\$ 26,955
Non-cash items	—	(6,426)	—	(4,197)	(10,623)
Restructuring balance, September 29, 2006	\$ 105	\$ 3,157	\$ 13,070	\$ —	\$ 16,332
Charged to costs and expenses	4,483	(83)	530	—	4,930
Reclassification of reserves	(128)	(508)	636	—	—
Non-cash items	—	(419)	—	—	(419)
Cash payments	(1,690)	(1,847)	(13,242)	—	(16,779)
Restructuring balance, September 28, 2007	\$ 2,770	\$ 300	\$ 994	\$ —	\$ 4,064
Reclassification of reserves	—	(75)	75	—	—
Cash payments	(812)	(225)	(608)	—	(1,645)
Restructuring balance, March 28, 2008	\$ 1,958	\$ —	\$ 461	\$ —	\$ 2,419

The Company anticipates that most of the remaining payments associated with the exit of the baseband product area will be remitted during fiscal years 2008 and 2009.

11. SEGMENT INFORMATION

In accordance with SFAS No. 131, *Disclosures about Segments of an Enterprise and Related Information* (“SFAS 131”), the Company has one reportable operating segment which designs, develops, manufactures and markets proprietary semiconductor products, including intellectual property, for manufacturers of wireless communication products. SFAS 131 establishes standards for the way public business enterprises report information about operating segments in annual financial statements and in interim reports to shareholders. The method for determining what information to report is based on management’s organization of segments within the Company for making operating decisions and assessing financial performance. In evaluating financial performance, management uses sales and operating profit as the measure of the segments’ profit or loss. All of the Company’s operating segments share similar economic characteristics as they have a similar long term business model, and have similar research and development expenses and similar selling, general and administrative expenses, thus, the Company has concluded at March 28, 2008 that it has only one reportable operating segment. The Company will re-assess its conclusions at least annually.

12. EMPLOYEE STOCK BENEFIT PLANS

Net income for the three-month period ended March 28, 2008 and March 30, 2007 included share-based compensation expense under SFAS No. 123(R) (revised 2004), Share-Based Payment (“SFAS 123(R)”) of \$5.6 million and \$4.1 million, respectively. Net income for the six-month period ended March 28, 2008 and March 30, 2007 included share-based compensation expense under SFAS 123(R) of \$10.6 million and \$6.1 million, respectively.

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

The following table summarizes share-based compensation expense related to employee stock options, employee stock purchases, performance stock grants, and restricted stock grants under SFAS 123(R) for the three and six-month periods ended March 28, 2008 and March 30, 2007 which were allocated as follows:

(In thousands)	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Stock Options	\$ 2,743	\$ 2,308	\$ 5,047	\$ 3,085
Non-vested restricted stock with service and market conditions	766	1,018	2,367	1,586
Non-vested restricted stock with service conditions	244	232	529	523
Performance shares	1,413	160	1,814	199
Employee Stock Purchase Plan	379	327	795	678
Other	98	—	98	—
	<u>\$ 5,643</u>	<u>\$ 4,045</u>	<u>\$ 10,650</u>	<u>\$ 6,071</u>

The Compensation Committee of the Company's Board of Directors recommended the modification of certain of the terms of options to purchase the Company's common stock held by Board of Directors Chairman Dwight Decker effective upon his retirement from the Board of Directors on March 27, 2008. The Board of Directors voted on and accepted this recommendation in January 2008. The modification impacted stock options granted 24 months or prior to Mr. Decker's retirement and those stock options scheduled to vest within 12 months following his retirement date. Specifically, the vesting of 18,750 of Mr. Decker's outstanding stock options was accelerated such that they are now exercisable. In addition, the exercise period of 107,250 of Mr. Decker's stock options (including the 18,750 accelerated options discussed above) was extended so that, instead of expiring on June 25, 2008, such options would continue to be exercisable for a period of two years from his retirement date. The modification of the 107,250 above-referenced options resulted in the Company incurring a non-cash credit of approximately \$0.1 million since the Company had previously recognized expense on these awards.

The following table summarizes share-based compensation expense related to employee stock options, employee stock purchases, performance stock grants, and restricted stock grants under SFAS 123(R) for the three and six-month periods ended March 28, 2008 and March 30, 2007 which was allocated as follows:

(In thousands)	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Cost of sales	677	276	1,511	401
Research and development	2,620	1,622	3,765	2,108
Selling, general and administrative	2,346	2,147	5,374	3,562
Share-based compensation expense included in operating expenses	<u>\$ 5,643</u>	<u>\$ 4,045</u>	<u>\$ 10,650</u>	<u>\$ 6,071</u>

The Company utilized the following weighted average assumptions in calculating its share-based compensation expense using the Black Scholes model at March 28, 2008 and March 30, 2007:

	Three and Six-months Ended	Three and Six-months Ended
	March 28, 2008	March 30, 2007
Expected volatility	51.56%	57.32%
Risk free interest rate (7 year contractual life options)	2.93%	4.68%
Risk free interest rate (10 year contractual life options)	3.49%	4.68%
Dividend yield	0.00	0.00
Expected option life (7 year contractual life options)	4.42	4.57
Expected option life (10 year contractual life options)	5.80	5.86

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

13. EARNINGS PER SHARE

(In thousands, except per share amounts)	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Net income	\$ 16,673	\$ 12,197	\$ 35,751	\$ 24,234
Weighted average shares outstanding — basic	161,165	160,687	160,742	160,935
Effect of dilutive stock options	1,817	1,285	1,998	1,190
Weighted average shares outstanding — diluted	162,982	161,972	162,740	162,125
Net income per share — basic	\$ 0.10	\$ 0.08	\$ 0.22	\$ 0.15
Effect of dilutive stock options	—	—	—	—
Net income per share — diluted	\$ 0.10	\$ 0.08	\$ 0.22	\$ 0.15

Basic earnings per share is 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 using the treasury stock method, the Junior Notes on an if-converted basis and the 2007 Convertible Notes using the treasury stock method, if their effect is dilutive.

Equity based awards exercisable for approximately 23.5 million shares were outstanding but not included in the computation of earnings per share for the three-month period ended March 28, 2008 as their effect would have been anti-dilutive. Junior Notes convertible into approximately 1.4 million shares and equity based awards exercisable for approximately 22.8 million shares were outstanding but not included in the computation of earnings per share for the six-month period ended March 28, 2008 as their effect would have been anti-dilutive. If the Company had earned at least \$39.5 million in net income for the six-month period ended March 28, 2008, the Junior Notes would have been dilutive to earnings per share.

The 2007 Convertible Notes contain cash settlement provisions, which permit the application of the treasury stock method in determining potential share dilution associated with the conversion spread should the share price of the Company's common stock exceed \$9.52. It has been the Company's historical practice to cash settle the principal and interest components of convertible debt instruments, and it is our intention to continue to do so in the future, including settlement of the 2007 Convertible Notes. These shares have not been included in the computation of earnings per share for the three or six-month period ended March 28, 2008 as their effect would have been anti-dilutive. The maximum potential dilution from the settlement of the 2007 Convertible Notes would be approximately 21.0 million shares.

Junior Notes convertible into approximately 5.5 million shares and equity based awards exercisable for approximately 22.7 million shares were outstanding but not included in the computation of earnings per share for the three-month period ended March 30, 2007 as their effect would have been anti-dilutive. Junior Notes convertible into approximately 5.5 million shares and equity based awards exercisable for approximately 20.2 million shares were outstanding but not included in the computation of earnings per share for the six-month period ended March 30, 2007 as their effect would have been anti-dilutive. If the Company had earned at least \$19.8 million and \$39.6 million in net income for the three and six-month periods ended March 30, 2007, respectively, the Junior Notes would have been dilutive to earnings per share.

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS — Continued

14. COMPREHENSIVE INCOME (LOSS)

The components of comprehensive income are as follows:

(In thousands)	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Net Income	\$ 16,673	\$ 12,197	\$ 35,751	\$ 24,234
Other comprehensive income (loss):				
Unrealized loss on auction rate securities	(768)	—	(1,504)	—
Total comprehensive income	<u>\$ 15,905</u>	<u>\$ 12,197</u>	<u>\$ 34,247</u>	<u>\$ 24,234</u>

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, 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 our Annual Report on Form 10-K for the fiscal year ended September 28, 2007, under the heading "Certain Business Risks" and in the other documents 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 report. 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 not any other person or entity.

RESULTS OF OPERATIONS**THREE AND SIX-MONTHS ENDED MARCH 28, 2008 AND MARCH 30, 2007**

The following table sets forth the results of our operations expressed as a percentage of net revenues for the three and six-month periods ended March 28, 2008:

	Three-months Ended		Six-months Ended	
	March 28, 2008	March 30, 2007	March 28, 2008	March 30, 2007
Net revenues	100.0%	100.0%	100.0%	100.0%
Cost of goods sold	60.2	61.9	60.5	61.7
Gross profit	39.8	38.1	39.5	38.3
Operating expenses:				
Research and development	18.1	17.4	17.2	16.4
Selling, general and administrative	11.6	13.2	11.8	12.7
Amortization of intangible assets	0.9	0.3	0.9	0.3
Restructuring and special charges	—	—	—	1.5
Total operating expenses	30.6	30.9	29.9	30.9
Operating income	9.2	7.2	9.6	7.4
Interest expense	(0.8)	(2.3)	(1.0)	(2.0)
Other income, net	0.9	1.6	1.0	1.3
Income before income taxes	9.3	6.5	9.6	6.7
Provision for income taxes	1.0	(0.2)	0.9	0.4
Net income	8.3%	6.7%	8.7%	6.3%

GENERAL

During the six-month period ended March 28, 2008, certain key factors contributed to our overall results of operations and cash flows from operations. More specifically:

- We increased revenues by \$36.0 million, a 9.6% increase for the six-month period ended March 28, 2008 as compared to the same period in the prior year, principally due to diversifying our product portfolio and entering new, adjacent markets, as well as adding new mobile platforms customers and increasing our front-end module content at existing customers.
- We generated \$95.9 million in cash from operations in the six-month period ended March 28, 2008, an increase of \$54.3 million from the comparable six-month period ended March 30, 2007.
- We expanded our catalog business and worldwide distribution network allowing us to sell into a broader set of end markets including broadband, industrial, medical, computing, wireless networking and cellular infrastructure. We increased gross profit by \$11.7 million in the second quarter of fiscal 2008 (a gross profit margin of 39.8%) as compared to the same period in 2007, and by \$18.7 million during the six-month period ended March 28, 2008 as compared to the same period in the prior year (a gross profit margin of 39.5%). This gross profit margin improvement is principally the result of a richer revenue mix, higher equipment efficiency cycle times and factory utilization, progress on yield improvement initiatives and, year-over-year material cost reductions and increased overall revenues.
- We increased operating income to \$39.6 million for the first six-month period of fiscal 2008 as compared to operating income of \$27.9 million in the corresponding period of fiscal 2007. This 41.9% increase in operating income was primarily the result of margin improvements driven by improvement in yields, equipment efficiency cycle times, increased return on invested capital and increased revenue.
- In October 2007, we paid \$32.6 million in cash to acquire certain assets from two separate companies. We acquired raw materials, die bank, finished goods, proprietary GaAs PA/FEM designs and related intellectual property in a business combination from Freescale Semiconductor. We also acquired sixteen fundamental HBT and RF MEMs patents from another company in an asset acquisition, and in November 2007 we retired the entire \$49.3 million balance of our Junior Notes and in the process reduced the future potential dilution of our share base.

NET REVENUES

(dollars in thousands)	Three-months Ended		Six-months Ended	
	March 28, 2008	Change	March 30, 2007	Change
Net revenues	\$201,708	11.9%	\$180,210	9.6%

We market and sell our mobile platforms and linear products to top tier Original Equipment Manufacturers (“OEMs”) of communication electronic products, third-party Original Design Manufacturers (“ODMs”) and contract manufacturers, and indirectly through electronic components distributors. We periodically enter into strategic arrangements leveraging our broad intellectual property portfolio by licensing or selling our patents or other intellectual property. We anticipate continuing this intellectual property strategy in future periods.

Net revenues increased 11.9% for the second fiscal quarter of 2008 as compared to the second fiscal quarter of 2007. Net revenues for the six-month period ended March 28, 2008 increased 9.6% as compared to the corresponding period in fiscal 2007. The revenue increases were principally due to diversifying our product portfolio by entering new, adjacent markets, as well as adding new mobile platform customers and increasing our

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front-end module content at existing customers. Net revenues from our top three customers decreased to 41% in the second quarter of fiscal 2008 from 53% in the second quarter of fiscal 2007. Average selling prices declined 4.6% for the six-month period ended March 28, 2008 as compared to the corresponding period in fiscal 2007.

GROSS PROFIT

(dollars in thousands)	March 28, 2008	Three-months Ended Change	March 30, 2007	March 28, 2008	Six-months Ended Change	March 30, 2007
Gross profit	\$80,367	17.0%	\$68,702	\$162,705	13.0%	\$144,018
% of net revenues	39.8%		38.1%	39.5%		38.3%

Gross profit represents net revenues less cost of goods sold. Cost of goods sold consists primarily of purchased materials, labor and overhead (including depreciation and equity based compensation expense) associated with product manufacturing.

The increase in gross profit as a percentage of revenue and in aggregate dollars for both the three and six-month periods ended March 28, 2008 as compared to the corresponding periods in the previous fiscal year was principally the result of a richer revenue mix as compared to the same periods in the prior year. Additionally, this gross profit margin improvement is the result of higher equipment efficiency and factory utilization associated with our hybrid manufacturing model, progress on yield improvement initiatives, year-over-year material cost reductions and increased overall revenue. In the three and six-month periods ended March 28, 2008 and the corresponding periods in 2007, we also benefited from higher contribution margins associated with the licensing and/or sale of intellectual property.

RESEARCH AND DEVELOPMENT

(dollars in thousands)	March 28, 2008	Three-months Ended Change	March 30, 2007	March 28, 2008	Six-months Ended Change	March 30, 2007
Research and development	\$36,581	16.6%	\$31,383	\$70,675	14.4%	\$61,795
% of net revenues	18.1%		17.4%	17.2%		16.4%

Research and development expenses consist principally of direct personnel costs, costs for pre-production evaluation and testing of new devices, and design and test tool costs.

The increase in research and development expenses in both aggregate dollars and as a percentage of net revenues for the three and six-month periods ended March 28, 2008 when compared to the corresponding periods in the previous fiscal year is predominantly attributable to increased labor and benefit costs and increases in materials and supplies expenses as we continue to diversify our handset product area and grow our linear products area.

SELLING, GENERAL AND ADMINISTRATIVE

(dollars in thousands)	March 28, 2008	Three-months Ended Change	March 30, 2007	March 28, 2008	Six-months Ended Change	March 30, 2007
Selling, general and administrative	\$23,346	(1.7)%	\$23,750	\$48,633	1.8%	\$47,778
% of net revenues	11.6%		13.2%	11.8%		12.7%

Selling, general and administrative expenses include personnel costs (legal, accounting, treasury, human resources, information systems, customer service, etc.), bad debt expense, sales representative commissions, advertising and other marketing costs.

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Selling, general and administrative expenses in aggregate dollars remained relatively flat for both the three months and six months ended March 28, 2008 as compared to the prior periods. Selling, general and administrative expenses as a percentage of net revenues decreased for both the three and six-month periods ended March 28, 2008 as compared to the prior periods due to the increase in revenues for both periods in fiscal 2008.

AMORTIZATION OF INTANGIBLE ASSETS

(dollars in thousands)	Three-months Ended		March 30, 2007	Six-months Ended	
	March 28, 2008	Change		March 28, 2008	Change
Amortization	\$1,871	249.1%	\$536	\$3,803	254.8%
% of net revenues	0.9%		0.3%	0.9%	0.3%

The increase in amortization expense during the three and six-month periods ended March 28, 2008 as compared to the corresponding periods of fiscal 2007 is due to the acquisitions completed in October 2007 and the associated amortizable customer relationships, patents, order backlog, foundry services agreement and developed technology that was acquired. In the six-month period of fiscal 2008, the base of our amortizable intangible assets increased by approximately \$13.2 million.

RESTRUCTURING AND SPECIAL CHARGES

(dollars in thousands)	Three-months Ended		March 30, 2007	Six-months Ended	
	March 28, 2008	Change		March 28, 2008	Change
Restructuring and special charges	\$ —	0.0%	\$ —	\$ —	100.0%
% of net revenues	0.0%		0.0%	0.0%	1.5%

Restructuring and special charges consist of charges for asset impairments and restructuring activities, as follows:

On September 29, 2006, the Company exited its baseband product area in order to focus on its core business encompassing linear products, power amplifiers, front-end modules and radio solutions. The Company recorded various charges associated with this action.

For the six-month period ended March 30, 2007, we recorded an additional \$1.4 million related to the write-down of technology licenses and design software, and \$4.1 million related to lease obligations associated with the shut-down of certain locations associated with the baseband product area.

For additional information regarding restructuring charges and liability balances, see Note 10 of Notes to Unaudited Interim Consolidated Financial Statements.

INTEREST EXPENSE

(dollars in thousands)	Three-months Ended		March 30, 2007	Six-months Ended	
	March 28, 2008	Change		March 28, 2008	Change
Interest expense	\$1,769	(57.0)%	\$4,114	\$3,977	(46.0)%
% of net revenues	0.8%		2.3%	1.0%	2.0%

Interest expense is comprised principally of payments in connection with the \$50.0 million credit facility between Skyworks USA, Inc., our wholly owned subsidiary, and Wachovia Bank, N.A. ("Facility Agreement"), the Company's 4.75% convertible subordinated notes (the "Junior Notes"), and the Company's 1.50% and 1.25% convertible subordinated notes (the "2007 Convertible Notes").

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The decrease in interest expense both in aggregate dollars and as a percentage of net revenues for the three and six-month periods ended March 28, 2008 when compared to the corresponding period in fiscal 2007, is due to the retirement of our higher interest rate Junior Notes.

See Note 7 of Notes to Unaudited Interim Consolidated Financial Statements for information related to our borrowing arrangements.

OTHER INCOME, NET

(dollars in thousands)	Three-months Ended		March 30, 2007	March 28, 2008	Six-months Ended	
	March 28, 2008	Change			Change	March 30, 2007
Other income, net	\$1,883	(35.1)%	\$2,903	\$3,933	(22.2)%	\$5,058
% of net revenues	0.9%		1.6%	1.0%		1.3%

Other income, net is comprised primarily of interest income on invested cash balances, other non-operating income and expense items and foreign exchange gains/losses. The decreases in other income in both aggregate dollars and as a percentage of net revenues for both the three and six-month periods ended March 28, 2008 as compared to the prior periods is due to declining interest rates in 2008 and a slight decrease in invested cash balances.

PROVISION FOR INCOME TAXES

(dollars in thousands)	Three-months Ended		March 30, 2007	March 28, 2008	Six-months Ended	
	March 28, 2008	Change			Change	March 30, 2007
(Benefit) Provision for income taxes	\$2,010	(636.0)%	\$(375)	\$3,799	179.2%	\$1,361
% of net revenues	1.0%		(0.2)%	0.9%		0.4%

In accordance with SFAS 109, "Accounting for Income Taxes", management has determined that it is more likely than not that a portion of our historic and current year income tax benefits will not be realized. Accordingly, as of March 28, 2008, we have established a valuation allowance of \$133.7 million related to our United States deferred tax assets. Deferred tax assets have been recognized for foreign operations when management believes that it is more likely than not that they will be recovered during the carryforward period.

Realization of benefits from our net operating losses is dependent upon generating U.S. source taxable income in the future, which may result in the existing valuation reserve being reversed in the near term to the extent that the related deferred tax assets no longer require a valuation allowance under the provisions of SFAS 109.

The provision for income taxes for the three and six-month period ended March 28, 2008 consists of approximately \$1.7 million and \$3.6 million, respectively, of U.S. income taxes. Of the total U.S. income tax provision, \$1.2 million and \$2.7 million were recorded as a charge reducing the carrying value of goodwill for the three and six-month periods ended March 28, 2008. The tax benefit of \$(0.4) for the three-months ended March 28, 2007 was the result of recognizing additional tax benefits related to a reduction in the federal and state deferred tax asset valuation allowance.

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As noted in our Annual Report on Form 10-K, no benefit has been recognized for certain pre-Merger deferred tax assets. The benefit from the recognition of these deferred items reduces the carrying value of goodwill instead of reducing income tax expense. We will evaluate the realization of the pre-Merger deferred tax assets on a quarterly basis and adjust the provision for income taxes accordingly. As a result, the effective tax rate may vary in subsequent quarters. In addition, the provision for the three and six-month periods ended March 28, 2008, consists of approximately \$0.3 million and \$0.2 million, respectively, of foreign income taxes incurred by foreign operations.

On October 1, 2007, Mexico enacted a new “flat tax” regime which became effective January 1, 2008. SFAS 109, “Accounting for Income Taxes”, prescribes that the effect of the new tax on deferred taxes must be included in tax expense in the period that includes the enactment date. The effect of recording deferred taxes in the first fiscal quarter of 2008 to the foreign tax provision (benefit) was \$(0.2) million. In addition to the deferred taxes, the Company has accrued flat tax for the three month period ended March 28, 2008 of \$0.1 million.

The Company adopted FASB Interpretation No. 48, “Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109”, as of the beginning of fiscal year 2008. Of the total unrecognized tax benefits at March 28, 2008, \$0.6 million would impact the effective tax rate, if recognized. The Company has accrued \$0.5 million of interest related to this tax position. This position could change within the next twelve months because of the expiration of a statute of limitations period.

LIQUIDITY AND CAPITAL RESOURCES

(dollars in thousands)	Six- months Ended	
	March 28, 2008	March 30, 2007
Cash and cash equivalents at beginning of period	\$ 241,577	\$ 136,749
Net cash provided by operating activities	95,873	41,642
Net cash used in investing activities	(67,543)	(53,477)
Net cash provided by (used in) financing activities	(47,750)	27,533
Cash and cash equivalents at end of period	<u>\$ 222,157</u>	<u>\$ 152,447</u>

Based on our results of operations for fiscal 2007 and the first six months of fiscal 2008 along with current trends, we expect our existing sources of liquidity, together with cash expected to be generated from operations, will allow us to sufficiently fund our research and development, capital expenditures, debt obligations, purchase obligations, working capital and other cash requirements for at least the next 12 months. However, we cannot assure you that the capital required to fund these expenses will be available in the future. In addition, any strategic investments and acquisitions that we may make to help us grow our business may require additional capital resources. If we are unable to obtain enough capital to meet our capital needs on a timely basis or at all, our business and operations could be materially adversely affected.

Cash and cash equivalent balances decreased \$25.3 million to \$228.5 million at March 28, 2008 from \$253.8 million at September 28, 2007. This overall decrease was the result of payments for acquisitions of \$32.6 million, capital expenditures of \$37.4 million, and the retirement of the entire balance of the Junior Notes of \$49.3 million offset by cash generated from operating activities of \$95.9 million. The number of days sales outstanding for the three-month period ended March 28, 2008 decreased to 74 from 81 for the corresponding period in the previous fiscal year. Annualized inventory turns for the three-months March 28, 2008 were 5.1 compared to 5.9 for the corresponding period in the previous fiscal year.

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During the six-month period ended March 28, 2008, we generated \$95.9 million in cash from operating activities as we achieved net income of \$35.8 million, experienced an increase in accounts payable balances of \$20.3 million, a decrease in receivables of \$2.5 million and a decrease in other assets of \$2.4 million. We incurred multiple non-cash charges (e.g., depreciation, amortization, charge in lieu of income tax expense, contribution of common shares to savings and retirement plans and share-based compensation expense) totaling \$45.4 million. This was offset by an increase in inventories of \$6.7 million and a decrease in other accrued liabilities of \$3.7 million.

Cash used in investing activities for the six-month period ended March 28, 2008, consisted of net sales of \$2.5 million in auction rate securities and investments in demand-driven capital expenditures of \$37.4 million primarily for fabrication and assembly and test capacity. In addition, we paid \$32.6 million in cash to acquire certain assets from two separate companies. We acquired raw materials, die bank, finished goods, proprietary GaAs PA/FEM designs and related intellectual property in a business combination from Freescale Semiconductor. We also acquired sixteen fundamental HBT and RF MEMS patents from another company in an asset acquisition. We believe a focused program of capital expenditures will be required to sustain our current manufacturing capabilities. Future capital expenditures will be funded by the generation of positive cash flows from operations. We may also consider additional future acquisition opportunities to extend our technology portfolio and design expertise and to expand our product offerings.

Cash used in financing activities for the six-month period ended March 28, 2008, consisted of the retirement of the remaining \$49.3 million in Junior notes, repurchase of common stock of \$1.6 million and cash provided by stock option exercises of \$3.0 million.

In connection with our exit of the baseband product area, we anticipate making remaining cash payments of approximately \$2.4 million in future periods. Certain payments on long-term lease obligations resulting from facility closures and severance payments will be remitted in fiscal 2008 and beyond. We expect our existing sources of liquidity, together with cash expected to be generated from operations will be sufficient to fund these costs associated with the exit of our baseband product area.

Our invested cash balances primarily consist of highly rated commercial paper, United States treasury obligations, United States agency obligations, overnight repurchase agreements backed by United States treasuries or United States agency obligations, certificates of deposit and foreign bank obligations. At March 28, 2008, we also held a \$3.2 million auction rate security which provides liquidity through a Dutch auction process. The recent uncertainties in the credit markets have disrupted the liquidity of this process resulting in failed auctions. Accordingly, in the first six-month period of fiscal 2008, we recorded unrealized losses on this auction rate security of approximately \$1.5 million. We assessed these declines in fair market value to be temporary and consider the security to be illiquid until there is a successful auction. Accordingly, the remaining ARS balance has been reclassified to non-current other assets. We expect to continue to monitor the liquidity and accounting classification of this security in future periods.

CONTRACTUAL OBLIGATIONS

On November 15, 2007, we retired \$49.3 million of Junior Notes from cash funds. Other than this debt retirement, the contractual obligations disclosure described in our Annual Report on Form 10-K for the year ended September 28, 2007 has not materially changed since we filed that report. Our short-term and long-term debt obligations are more fully described in Note 7 of Notes to Unaudited Interim Financial Statements.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

SFAS 157

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements* ("SFAS 157") which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair value measurements. SFAS 157 is effective for financial statements issued for fiscal years

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beginning after November 15, 2007 and interim periods within those fiscal years. The Company has not yet determined the impact that SFAS 157 will have on its results from operations or financial position.

SFAS 159

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* (“SFAS 159”) including an amendment of SFAS No. 115, which permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value. SFAS 159 is effective for the Company beginning in fiscal 2009. The Company is currently evaluating SFAS 159 and the impact that it may have on results of operations or financial position.

SFAS 141(R)

In December 2007, the FASB issued SFAS No. 141(R), *Business Combinations* (“SFAS 141(R)”). SFAS 141(R) applies to any transaction or other event that meets the definition of a business combination. Where applicable, SFAS No. 141(R) establishes principles and requirements for how the acquirer recognizes and measures identifiable assets acquired, liabilities assumed, noncontrolling interest in the acquiree and goodwill or gain from a bargain purchase. In addition, SFAS 141(R) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. This statement is to be applied prospectively for fiscal years beginning after December 15, 2008. The Company is in the process of evaluating the impact of SFAS No. 141(R) on its Consolidated Financial Statements.

SFAS 160

In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements, An Amendment of ARB No. 51* (“SFAS 160”). SFAS 160 amends ARB 51 to establish accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. It also amends certain of ARB 51’s consolidation procedures for consistency with the requirements of SFAS 141(R). This statement is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. The statement shall be applied prospectively as of the beginning of the fiscal year in which the statement is initially adopted. The Company is currently evaluating SFAS 160 and the impact that it may have on results of operations or financial position.

SFAS 161

In March 2008, the FASB issued SFAS No. 161, *Disclosures about Derivative Instruments and Hedging Activities—an amendment of FASB Statement No. 133* (“SFAS 161”). SFAS 161 amends FASB Statement No. 133 to require enhanced disclosures about an entity’s derivative and hedging activities thereby improving the transparency of financial reporting. Entities are required to provide enhanced disclosures about (a) how and why an entity uses derivative instruments, (b) how derivative instruments and related hedged items are accounted for under Statement 133 and its related interpretations, and (c) how derivative instruments and related hedged items affect an entity’s financial position, financial performance, and cash flows. This Statement is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008, with early application encouraged. The Company is currently evaluating SFAS 161 and the impact that it may have on its Consolidated Financial Statements.

PROPOSED ACCOUNTING PRONOUNCEMENTS

In August 2007, the FASB released proposed Financial Statement of Position APB 14-a, *Accounting For Convertible Debt Instruments That May Be Settled in Cash Upon Conversion (Including Partial Cash Settlement)* (“FSP APB 14-a”) that would alter the accounting treatment for convertible debt instruments that allow for either mandatory or optional cash settlements. FSP APB 14-a, if adopted as proposed, would significantly impact the accounting associated with the Company’s \$200.0 million 2007 Convertible Notes. This FSP would require the Company to recognize additional (non-cash) interest expense based on the market rate for similar debt instruments

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without the conversion feature. Furthermore, it would require recognizing interest expense in prior periods pursuant to the proposed retrospective accounting treatment. The proposed FSP was issued for a 45-day comment period. The FASB began its re-deliberations of the guidance in FSP APB 14-a in the first quarter of 2008 and it is anticipated that the final FSP will be issued in the second calendar quarter of 2008 and is expected to be effective for fiscal years beginning after December 15, 2008. The Company would not be required to adopt this FSP until the first quarter of fiscal 2010.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are subject to market risks, such as changes in foreign currency exchange rates and interest rates. Our financial instruments include cash and cash equivalents, short-term investments, short-term debt and long-term debt. Our main investment objective is the preservation of investment capital. Consequently, we invest with only high-credit-quality issuers and we limit the amount of our credit exposure to any one issuer. We do not use derivative instruments for speculative or investment purposes. There have been no material changes in market risk exposures from those disclosed in our Annual Report on Form 10-K for the fiscal year ended September 28, 2007.

Item 4. Controls and Procedures

(a) 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 March 28, 2008. 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 the evaluation of our disclosure controls and procedures as of March 28, 2008, 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.

(b) Changes in internal controls over financial reporting.

No changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) occurred during the fiscal quarter ended March 28, 2008 that has materially affected, or is reasonably likely to materially affect, Skyworks’ internal control over financial reporting.

PART II OTHER INFORMATION

Item 1A. Risk Factors

There have been no significant changes in the risk factors disclosed in Item 1A of our Annual Report on Form 10-K for the year ended September 28, 2007.

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

(a) Recent Sales of Unregistered Securities

During the quarter ended March 28, 2008, the Company issued an aggregate of 100,000 shares of restricted common stock to the eight (8) non-employee directors on its Board of Directors. These restricted stock grants were made pursuant to the Company's 2008 Director Long-Term Incentive Plan and the standard forms of award agreements adopted by the Company in connection with the plan. No consideration was received by the Company in connection with the issuance of the restricted common stock. The foregoing issuances of restricted stock were completed pursuant to Section 4(2) of the Securities Act (and/or Regulation D promulgated thereunder) as a transaction by an issuer not involving a public offering. The shares of restricted common stock are deemed restricted securities for the purposes of the Securities Act.

(c) The following table provides information regarding repurchases of common stock made by us during the fiscal quarter ended March 28, 2008:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximately Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs
February 24, 2008	7,075(1)	\$8.74	N/A(2)	N/A(2)
February 29, 2008	634(1)	\$8.26	N/A(2)	N/A(2)
March 6, 2008	1,604(1)	\$8.06	N/A(2)	N/A(2)
March 7, 2008	22,435(1)	\$7.78	N/A(2)	N/A(2)
March 20, 2008	5,319(1)	\$6.71	N/A(2)	N/A(2)

(1) All shares of common stock reported in the table above were repurchased by Skyworks at the fair market value of the common stock on February 24, 2008, February 29, 2008, March 6, 2008, March 7, 2008, and March 20, 2008, respectively, in connection with the satisfaction of tax withholding obligations under restricted stock agreements between Skyworks and certain of its key employees.

(2) We have no publicly announced plans or programs.

Item 4. Submission of Matters to a Vote of Security Holders

Our annual meeting of shareholders was held on March 27, 2008 in Bedford, Massachusetts. At the meeting, the following matters were voted on by our shareholders and approved by the following votes:

	Shares Voted For	Shares Voted Against	Votes Withheld/ Abstentions
Election of directors:			
Proposal to elect three (3) members of the Board of Directors of the Company as Class III Directors with terms expiring at the fiscal year 2011 Annual Meeting of Stockholders:			
David J. Aldrich	127,719,727	—	16,685,381
Moiz M. Beguwala	127,634,933	—	16,770,176
David P. McGlade	126,954,704	—	17,450,405
Proposal to approve the adoption of the Company's 2008 Director Long-Term Incentive Plan	99,696,165	22,863,377	409,234
Proposal to approve an amendment to the Company's 2002 Employee Stock Purchase Plan to increase the aggregate number of shares authorized for issuance under the plan by 2.25 million shares	121,523,340	1,107,872	337,563
Proposal to ratify the selection by the Company's Audit Committee of KPMG LLP as the independent registered public accounting firm for the Company for fiscal year 2008	142,815,747	1,253,053	366,310

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Item 6. Exhibits

<u>Number</u>	<u>Description</u>
10.H*	Skyworks Solutions, Inc. Non-Qualified Employee Stock Purchase Plan, as amended
10.W*	Severance and Change in Control Agreement between the Company and David J. Aldrich dated January 22, 2008
10.X*	Severance and Change in Control Agreement between the Company and Liam K. Griffin dated January 22, 2008
10.AA*	Severance and Change in Control Agreement between the Company and George M. LeVan dated January 22, 2008
10.BB*	Severance and Change in Control Agreement between the Company and Gregory L. Waters dated January 22, 2008
10.DD*	Severance and Change in Control Agreement between the Company and Mark V.B. Tremallo dated January 22, 2008
10.II*	Severance and Change in Control Agreement between the Company and Donald W. Palette dated January 22, 2008
10.KK*	Severance and Change in Control Agreement between the Company and Bruce J. Freyman dated January 22, 2008
10.LL*	Severance and Change in Control Agreement between the Company and Stanley A. Swearingen dated January 22, 2008
10.MM*	Skyworks Solutions, Inc. 2008 Director Long-Term Incentive Plan
10.NN*	Form of Restricted Stock Agreement under Skyworks Solutions, Inc. 2008 Director Long-Term Incentive Plan
10.OO*	Form of Stock Option Agreement under Skyworks Solutions, Inc. 2008 Director Long-Term Incentive Plan
10.PP*	Skyworks Solutions, Inc. 2002 Employee Stock Purchase Plan, as amended
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
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
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
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

* - Filed herewith.

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: May 7, 2008

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)

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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 1,020,000 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:

**Offering Period
Commencement Dates**
Each February 1
Each August 1

**Offering Period
Termination Dates**
Each July 31
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 splits, 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. It will terminate in any case on December 31, 2012, 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.



January 22, 2008

Mr. David Aldrich

Re: Amended and Restated Change of Control / Severance Agreement

Dear Dave:

This letter sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change of Control

1.1 If: (i) a Change of Control occurs while you are employed by Skyworks as Chief Executive Officer, and (ii) your employment with Skyworks is terminated within two (2) years after the Change of Control, by Skyworks without Cause (as defined below) or by you for any reason, then you will receive the benefits provided in Section 1.3 below.

1.2 "Change of Control" means 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

7781.376.3000 f781.376.3310 www.skyworksinc.com 20 Sylvan Road Woburn, MA 01801 USA

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 1.2; 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.

- 1.3 Subject to the provisions of Section 7, (i) on the date of any termination described in Section 1.1 (or such later date as may be required by Section 7), Skyworks will pay you a lump sum equal to two and one-half (2^{1/2}) times the sum of (a) your rate of annual base salary in effect immediately prior to the Change of Control and (b) the greater of (1) the average of your three most recent annual cash bonuses received prior to the year in which the Change of Control occurs, whether or not includable in gross income for federal income tax purposes, and (2) your target annual cash bonus opportunity for the year in which the Change of Control occurs (without regard to the relative achievement of any performance milestones which would otherwise impact payment of the target bonus); and (ii) on the date of any termination described in Section 1.1, all of your then outstanding Skyworks stock options shall remain exercisable for a period of thirty (30) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.
 - 1.4 If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to the amount payable under Section 1.3, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law. Notwithstanding anything contained in this letter to the contrary, any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax.
 2. Termination Without Cause or for Good Reason
 - 2.1 If, while you are employed by Skyworks as Chief Executive Officer, (i) your employment with Skyworks is terminated by Skyworks without Cause, or (ii) you terminate your employment with Skyworks for Good Reason, then you will receive the benefits specified in Section 2.4 below. If your employment is terminated by Skyworks for Cause or by you without Good Reason, you will not be entitled to receive the benefits
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specified in Section 2.4 below. This Section 2.1 shall not apply if you are entitled to receive the benefits set forth in Section 1.3 above.

- 2.2 "Cause" means: (i) deliberate dishonesty significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate; (ii) conduct on your part constituting an act of moral turpitude; (iii) willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board; (iv) incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board at a meeting duly called, with you present and voting and, if you wish, with your legal counsel present.
- 2.3 "Good Reason" means (i) a material diminution in your authority, duties or responsibility from those in effect on the date of this agreement; (ii) a material diminution in your base salary as in effect on the date hereof or as the same may be increased from time to time; (iii) a requirement that you report to a corporate officer or employee instead of reporting directly to the Board; (iv) a material diminution in the budget over which the you retain authority; (v) a material change in your office location as in effect on the date hereof; and (vi) any material breach of this agreement by Skyworks; provided, however, that a termination for Good Reason can occur only if (i) you have given Skyworks a notice of the existence of a condition giving rise to Good Reason and Skyworks has not cured the condition giving rise to Good Reason within thirty (30) days after receipt of such notice, and (ii) such notice is given within ninety (90) days after the initial occurrence of the condition giving rise to Good Reason and further provided that a termination for Good Reason shall occur 30 days after such failure to cure.
- 2.4 Subject to the provisions of Section 7, (i) on the date of any termination described in the first sentence of Section 2.1 (or such later date as may be required by Section 7), Skyworks will pay you a lump sum equal to two (2) times the sum of (a) your rate of annual base salary in effect immediately prior to such termination and (b) the greater of (1) the average of your three most recent annual cash bonuses received prior to the year in which the termination of employment occurs, whether or not includable in gross income for federal income tax purposes, and (2) your target annual cash bonus opportunity for the year in which the termination of employment occurs (without regard to the relative achievement of any performance milestones which would otherwise impact payment of the target bonus); and (ii) on the date of any termination described in the first sentence of Section 2.1, all of your Skyworks stock options will become immediately exercisable and, except as otherwise stated in this agreement, remain exercisable for a period of two (2) years after the termination date, subject to their other terms and conditions, each outstanding restricted stock award shall become immediately vested, and each outstanding performance share award shall be deemed earned as to the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such termination, and such shares shall be issued by the Company to you upon such termination.
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3. Voluntary Termination On or After January 1, 2010

Notwithstanding anything in this letter to the contrary, if you remain in the employ of Skyworks until January 1, 2010, you may voluntarily terminate your employment for any reason on or after January 1, 2010 (a "Voluntary Election") and in such event you shall be entitled to receive the benefits set forth in Section 2.4; provided however, that any benefits provided under Section 2.4 shall be reduced by a "Voluntary Election Surcharge." The Voluntary Election Surcharge shall cause to be forfeited by you all tranches of stock options, stock appreciation rights, restricted stock, and any other award relating to the stock of Skyworks, which were both (a) granted to you in the eighteen (18) month period prior to the Voluntary Election, and (b) scheduled to vest more than two (2) years from the Voluntary Election. To obtain the benefits described in this Section 3, you must (i) provide the Board with no fewer than ninety (90) days advance written notice of your intended Voluntary Election and a succession plan shall be in place, and (ii) you must remain available, in each case in the sole discretion of the Board and upon terms decided by the Board, to continue to serve as a member of the Board and as the Chairman of one Board committee for up to two (2) years following the Voluntary Election.

4. Effect of Change of Control on Equity Awards

If a Change of Control occurs during the term of this Agreement, immediately prior to such transaction constituting such Change of Control, (i) all of your then unvested Skyworks stock options shall become immediately vested and exercisable; (ii) any restrictions on each outstanding restricted stock award shall lapse and such award shall become immediately vested; and, (iii) each outstanding performance share award shall be deemed earned as to the greater of (a) the "Target" level of shares for such award or (b) the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such Change of Control, and such shares shall be issued by the Company to you immediately prior to such Change of Control transaction.

5. Non-Competition; Non-Solicitation

During the term of your employment with Skyworks and for the first twenty-four (24) months after the date on which your employment with Skyworks is voluntarily or involuntarily terminated, by yourself or by the Company, and with or without cause (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Skyworks or any subsidiary or affiliate of Skyworks (collectively, "Skyworks and Affiliates"). You acknowledge and agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of Skyworks and Affiliates. During the Noncompete Period, you will not (i) attempt to hire any director, officer, employee or agent of Skyworks and Affiliates, (ii) assist in such hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with Skyworks, (iv) encourage any customer or supplier of Skyworks to

terminate its relationship with Skyworks, or (v) obtain, or assist in obtaining, for your own benefit (other than indirectly as an employee of Skyworks and Affiliates) any customer of Skyworks and Affiliates. If any of the restrictions in this Section 5 are adjudicated to be excessively broad as to scope, geographic area, time or otherwise, said restriction shall be reduced to the extent necessary to make the restriction reasonable and shall be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

It is understood that during the Noncompete Period, you will make yourself available to Skyworks and Affiliates for consultation on behalf of Skyworks and Affiliates, upon reasonable request and at a reasonable rate of compensation and at reasonable times and places in light of any commitment you may have to a new employer.

You understand and acknowledge that the remedies of Skyworks and Affiliates at law for breach of any of the restrictions in this Section are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section, and may apply for injunctive relief against any act which would violate those restrictions.

6. Death or Disability

In the event of your death at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year thereafter, subject to their other terms and conditions.

In the event of your disability at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Skyworks and for a period of one year thereafter, subject to their other terms and conditions.

7. Miscellaneous

All claims by you for benefits under the Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect.

Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this letter to the contrary, (a) the reimbursement of a fee or expense pursuant this Section 7 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (b) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (c) the right to reimbursement under this Section 7 is not subject to liquidation or exchange for another benefit and (d) the obligation of Skyworks under this Section 7 shall survive the termination for any reason of this agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

Notwithstanding anything in this letter to the contrary, no provision of this letter will operate to extend the term of any "above water" option beyond the earlier of (a) the term originally stated in the applicable option grant or option agreement and (b) the 10th anniversary of the option grant date. For this purpose, the term "above water" option means a stock option that has a per-share exercise price that is less than the per-share fair market value of a share underlying the option at the time of the extension.

If you are a "specified employee" as defined in Section 409A(a)(2)(B)(i) of the Code as of the date of your employment termination, the commencement of the delivery of any payments under Section 1.3 or 2.4 (whether or not pursuant to Section 3) and any other payments under this Agreement that constitute deferred compensation payable upon separation from service will not be paid until the first business day after the date that is six (6) months following the date of your employment termination or, if you die during such six (6) month period, on the first business day after the date of your death. The first payment that can be made shall include the cumulative amount of any amounts that could not be paid during such six (6) month period.

Except as expressly provided in this Section 7, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Notwithstanding anything in this letter to the contrary, references in Sections 1.3, 2.4 and 3 to employment termination shall be interpreted to mean "separation from

service,” as that term is used in Section 409A and related regulations. Accordingly, payments under Sections 1.3, 2.4 or 3 of this agreement shall not be made unless a separation from service (as that term is used in Section 409A and related regulations) shall have occurred.

Skyworks may withhold (or cause to be withheld) from any payments made under this agreement all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

This agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by the Company. This agreement may be modified only by a written instrument executed by both parties. This agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the letter agreement between you and Alpha Industries, Inc. dated April 1, 2001 and the letter agreement between you and Skyworks dated May 26, 2005. This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

8. Release

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to Section 1.3, Section 2.4 or Section 3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in substantially the form attached hereto as Exhibit A (the “Release”) and (ii) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

9. Term

This agreement, as amended and restated, shall become effective on January 22, 2008, and shall remain in effect until the third anniversary thereof (the "Ending Date"); provided, however, that (i) if your employment terminates prior to the Ending Date, this agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied and (ii) if a Change of Control occurs prior to the Ending Date, this agreement shall remain in effect until the latest to occur of (a) the Ending Date; (b) the second anniversary of the Change of Control; or, if your employment terminates prior to the occurrence of the Ending Date or the second anniversary of the Change of Control, (c) the date that all of your and Skyworks' obligations hereunder have been fully satisfied.

Please sign both copies of this letter and return one to Skyworks.

Sincerely,

/s/ Timothy R. Furey

Timothy R. Furey
Chairman of the Compensation Committee

AGREED TO:

/s/ David J. Aldrich

David J. Aldrich

Date: January 22, 2008

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to either, as applicable, Section 1.3, Section 2.4 or Section 3 of the Change in Control/Severance Agreement dated January 22, 2008 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

For the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE

AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;

YOU HAVE HAD AT LEAST 21 DAYS: (A) FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____; AND (B) TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____, _____, VERSION OF THIS RELEASE AND SUCH CHANGES ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD; AND

YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Agreed: _____

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By: _____

GENERAL COUNSEL

Date:



January 22, 2008

Mr. Liam Griffin

Re: Change of Control / Severance Agreement

Dear Liam:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change of Control

- 1.1. If: (i) a Change of Control occurs during the Initial Term or the Additional Term (as defined in Section 7) and (ii) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in either case within one (1) year after the Change of Control, then you will receive the benefits provided in Section 1.4 below.
- 1.2. "Change of Control" means 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 1.2; 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.

- 1.3. "Good Reason" means the occurrence of any of the following events without your prior written consent: (i) a material diminution of your base compensation (unless in connection with a general reduction in the base compensation of all of Skyworks' officers and/or senior management employees necessitated by the business or financial condition of Skyworks, provided such reduction does not adversely affect you to a greater extent than such other persons); (ii) a material diminution in your authority, duties or responsibilities; (iii) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks' or an affiliate's direction from the location of the your principal place of employment immediately prior to the date this Agreement becomes effective to a location more than fifty (50) miles from such principal place of employment; or (iv) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement. Your termination of employment shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (a) at least thirty (30) days advance written notice of your decision to terminate your employment for Good Reason, and (b) a period of not less than thirty (30) days to cure the event or condition described in (i), (ii), (iii) or (iv), and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.
- 1.4. Subject to the provisions of Sections 6 and 8, (i) as soon as practicable (but not more than sixty (60) days) after the date of any termination described in Section 1.1 (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to two (2) times the sum of (a) your rate of annual base salary in effect immediately prior to the Change of Control, and (b) the greater of (1) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change of Control occurs, whether or not includable in gross income for federal income tax purposes, or (2)

your target annual short-term cash incentive opportunity for the year in which the Change of Control occurs; and (ii) on the date of any termination described in Section 1.1, all of your then outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.

- 1.5. If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to any other amounts payable under this Agreement, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment; provided however, that (i) in no event shall the Gross-Up Payment exceed five hundred thousand U.S. dollars (\$500,000.00), (ii) Skyworks shall have no obligation to make the Gross-Up Payment to you until you remit the Excise Tax to the Internal Revenue Service; and (iii) any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law.

2. Other Terminations of Employment

- 2.1. If, during the Initial Term or the Additional Term (as defined in Section 7), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 2.3 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section 2.3 below. This Section 2 shall not apply if you are entitled to receive the benefits set forth in Section 1.4 above.
- 2.2. "Cause" means (i) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate; (ii) conduct on your part constituting an act of moral turpitude; (iii) your willful disloyalty to Skyworks or refusal or failure to obey the directions

of the Board; or (iv) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board at a meeting duly called.

- 2.3. Subject to the provisions of Sections 6 and 8, if, during the Initial Term or the Additional Term (as defined in Section 7), your employment is terminated by Skyworks without Cause, (i) as soon as practicable (but not more than sixty (60) days) after the date of employment termination (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to the sum of (x) your then current annual base salary, and (y) any short-term cash incentive payment then due, whether or not includable in gross income for federal income tax; and (ii) all of your then vested outstanding Skyworks stock options will remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions.

3. Effect of Change of Control on Equity Awards

If a Change of Control occurs during the Initial Term or the Additional Term, immediately prior to such transaction constituting such Change of Control, (i) all of your then unvested Skyworks stock options shall become immediately vested and exercisable; (ii) any restrictions on each outstanding restricted stock award shall lapse and such award will become immediately vested; and, (iii) each outstanding performance share award shall be deemed earned as to the greater of (a) the "Target" level of shares for such award or (b) the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such Change of Control, and such shares shall be issued by the Company to you immediately prior to such Change of Control transaction.

4. Non-Competition; Non-Solicitation

During the term of your employment with Skyworks and for the first twenty-four (24) months after the date on which your employment with Skyworks is terminated for any reason (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company"). You acknowledge and agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of the Company. During the Noncompete Period, you will not, either directly or indirectly, (i) attempt to hire any director, officer, employee or agent of the Company, (ii) assist in such hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with the Company, (iv) not disrupt or

interfere (or attempt to disrupt or interfere) with the Company's relationships with its employees, (v) encourage any customer or supplier of the Company to terminate its relationship with the Company, or (vi) obtain, or assist in obtaining, for your own benefit (other than indirectly as an employee of the Company) any customer of the Company. If any of the restrictions in this Section 4 are adjudicated to be excessively broad as to scope, geographic area, time or otherwise, said restriction shall be reduced to the extent necessary to make the restriction reasonable and shall be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

It is understood that during the Noncompete Period, you will make yourself available to Skyworks for consultation on behalf of Skyworks, upon reasonable request and at a reasonable rate of compensation and at reasonable times and places in light of any commitment you may have to a new employer.

You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 4 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section 4, and may apply for injunctive relief against any act which would violate those restrictions.

5. Death; Disability

In the event of your death at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year thereafter, subject to their other terms and conditions.

In the event of your disability at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Skyworks and for a period of one year thereafter, subject to their other terms and conditions.

6. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to either Section 1.4 or Section 2.3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in substantially the form attached hereto as Exhibit A (the "Release") and (ii) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

7. Term

This Agreement shall be effective for an initial term of two (2) years from the date hereof (the "Initial Term"); provided however, that (i) if your employment terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary hereof for up to five (5) additional one (1) year periods (each an "Additional Term") unless, at least ninety (90) days prior to the end of the then current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended, and (ii) if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligations pursuant to Section 4 shall survive any termination of this Agreement and extend throughout the Noncompete Period.

8. Miscellaneous

All claims by you for benefits under this Agreement shall be directed to and determined by the Board of Skyworks and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this letter to the contrary, (a) no provision of this letter will operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement; (b) the reimbursement of a fee or expense pursuant to this Section 8 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 8 is not

subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 8 shall survive the termination for any reason of this agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

This Agreement is intended to comply with Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, "Section 409A"), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this Agreement qualify as short-term deferrals, as defined in Treasury Regulation §1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation §1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation §1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation §1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon "separation from service" (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a "specified employee" (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period.

Except as expressly provided in this Section 8, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1.4 or 2.3, as applicable, shall be interpreted to mean "separation from service," as that term is used in Section 409A of the Code and related regulations. Accordingly, payments to be made under Section 1.4 or Section 2.3, as applicable, shall not be made unless a separation from service (within the meaning of Section 409A of the Code and related regulations) shall have occurred.

Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company (the "Acquisition"), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as the Company would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and the Company acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also "material", this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to the Company, and the provision also benefits the Company in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of the Company.

This Agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks. This Agreement may be modified only by a written instrument executed by both parties. This Agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the Agreement between you and Skyworks dated May 26, 2005. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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Mr. Liam Griffin
January 22, 2008
Page 10

Please sign both copies of this Agreement and return one to Skyworks.

Sincerely,

SKYWORKS SOLUTIONS, INC.

/s/ David J. Aldrich

David J. Aldrich, President and CEO

AGREED TO:

/s/ Mr. Liam Griffin

Date: 1/22/08

Mr. Liam Griffin
January 22, 2008

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to either, as applicable, Section 1.4 or Section 2.3 of the Change in Control/Severance Agreement dated January 22, 2008 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

Mr. Liam Griffin
January 22, 2008

For the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS: (A) FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____; AND (B) TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____, _____ VERSION OF THIS RELEASE AND SUCH CHANGES ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Agreed: _____

Date:

Mr. Liam Griffin
January 22, 2008

Acknowledged: SKYWORKS SOLUTIONS, INC.

By: _____
David J. Aldrich
President and Chief Executive Officer

Date:



January 22, 2008

Mr. George LeVan

Re: Change of Control / Severance Agreement

Dear George:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change of Control

- 1.1. If: (i) a Change of Control occurs during the Initial Term or the Additional Term (as defined in Section 7) and (ii) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in either case within one (1) year after the Change of Control, then you will receive the benefits provided in Section 1.4 below.
- 1.2. "Change of Control" means 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 1.2; 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.

- 1.3. "Good Reason" means the occurrence of any of the following events without your prior written consent: (i) a material diminution of your base compensation (unless in connection with a general reduction in the base compensation of all of Skyworks' officers and/or senior management employees necessitated by the business or financial condition of Skyworks, provided such reduction does not adversely affect you to a greater extent than such other persons); (ii) a material diminution in your authority, duties or responsibilities; (iii) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks' or an affiliate's direction from the location of the your principal place of employment immediately prior to the date this Agreement becomes effective to a location more than fifty (50) miles from such principal place of employment; or (iv) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement. Your termination of employment shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (a) at least thirty (30) days advance written notice of your decision to terminate your employment for Good Reason, and (b) a period of not less than thirty (30) days to cure the event or condition described in (i), (ii), (iii) or (iv), and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.
- 1.4. Subject to the provisions of Sections 6 and 8, (i) as soon as practicable (but not more than sixty (60) days) after the date of any termination described in Section 1.1 (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to two (2) times the sum of (a) your rate of annual base salary in effect immediately prior to the Change of Control, and (b) the greater of (1) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change of Control occurs, whether or

not includable in gross income for federal income tax purposes, or (2) your target annual short-term cash incentive opportunity for the year in which the Change of Control occurs; and (ii) on the date of any termination described in Section 1.1, all of your then outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.

- 1.5. If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to any other amounts payable under this Agreement, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment; provided however, that (i) in no event shall the Gross-Up Payment exceed five hundred thousand U.S. dollars (\$500,000.00), (ii) Skyworks shall have no obligation to make the Gross-Up Payment to you until you remit the Excise Tax to the Internal Revenue Service; and (iii) any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law.

2. Other Terminations of Employment

- 2.1. If, during the Initial Term or the Additional Term (as defined in Section 7), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 2.3 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section 2.3 below. This Section 2 shall not apply if you are entitled to receive the benefits set forth in Section 1.4 above.
- 2.2. "Cause" means (i) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate;

(ii) conduct on your part constituting an act of moral turpitude; (iii) your willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board; or (iv) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board at a meeting duly called.

2.3. Subject to the provisions of Sections 6 and 8, if, during the Initial Term or the Additional Term (as defined in Section 7), your employment is terminated by Skyworks without Cause, (i) as soon as practicable (but not more than sixty (60) days) after the date of employment termination (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to the sum of (x) your then current annual base salary, and (y) any short-term cash incentive payment then due, whether or not includable in gross income for federal income tax; and (ii) all of your then vested outstanding Skyworks stock options will remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions.

3. Effect of Change of Control on Equity Awards

If a Change of Control occurs during the Initial Term or the Additional Term, immediately prior to such transaction constituting such Change of Control, (i) all of your then unvested Skyworks stock options shall become immediately vested and exercisable; (ii) any restrictions on each outstanding restricted stock award shall lapse and such award will become immediately vested; and, (iii) each outstanding performance share award shall be deemed earned as to the greater of (a) the "Target" level of shares for such award or (b) the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such Change of Control, and such shares shall be issued by the Company to you immediately prior to such Change of Control transaction.

4. Non-Competition; Non-Solicitation

During the term of your employment with Skyworks and for the first twenty-four (24) months after the date on which your employment with Skyworks is terminated for any reason (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company"). You acknowledge and agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of the Company. During the Noncompete Period, you will not, either directly or indirectly, (i) attempt to

hire any director, officer, employee or agent of the Company, (ii) assist in such hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with the Company, (iv) not disrupt or interfere (or attempt to disrupt or interfere) with the Company's relationships with its employees, (v) encourage any customer or supplier of the Company to terminate its relationship with the Company, or (vi) obtain, or assist in obtaining, for your own benefit (other than indirectly as an employee of the Company) any customer of the Company. If any of the restrictions in this Section 4 are adjudicated to be excessively broad as to scope, geographic area, time or otherwise, said restriction shall be reduced to the extent necessary to make the restriction reasonable and shall be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

It is understood that during the Noncompete Period, you will make yourself available to Skyworks for consultation on behalf of Skyworks, upon reasonable request and at a reasonable rate of compensation and at reasonable times and places in light of any commitment you may have to a new employer.

You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 4 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section 4, and may apply for injunctive relief against any act which would violate those restrictions.

5. Death; Disability

In the event of your death at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year thereafter, subject to their other terms and conditions.

In the event of your disability at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Skyworks and for a period of one year thereafter, subject to their other terms and conditions.

6. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to either Section 1.4 or Section 2.3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in

substantially the form attached hereto as Exhibit A (the "Release") and (ii) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

7. Term

This Agreement shall be effective for an initial term of two (2) years from the date hereof (the "Initial Term"); provided however, that (i) if your employment terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary hereof for up to five (5) additional one (1) year periods (each an "Additional Term") unless, at least ninety (90) days prior to the end of the then current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended, and (ii) if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligations pursuant to Section 4 shall survive any termination of this Agreement and extend throughout the Noncompete Period.

8. Miscellaneous

All claims by you for benefits under this Agreement shall be directed to and determined by the Board of Skyworks and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any farther dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this letter to the contrary, (a) no provision of this letter will operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement; (b) the reimbursement of a fee or expense

pursuant to this Section 8 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 8 is not subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 8 shall survive the termination for any reason of this agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

This Agreement is intended to comply with Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, "Section 409A"), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this Agreement qualify as short-term deferrals, as defined in Treasury Regulation §1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation §1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation §1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation §1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon "separation from service" (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a "specified employee" (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period.

Except as expressly provided in this Section 8, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1.4 or 2.3, as applicable, shall be interpreted to mean "separation from service," as that term is used in Section 409A of the Code and related regulations. Accordingly, payments

to be made under Section 1.4 or Section 2.3, as applicable, shall not be made unless a separation from service (within the meaning of Section 409A of the Code and related regulations) shall have occurred.

Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company (the "Acquisition"), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as the Company would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and the Company acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also "material", this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to the Company, and the provision also benefits the Company in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of the Company.

This Agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks. This Agreement may be modified only by a written instrument executed by both parties. This Agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the Agreement between you and Skyworks dated May 26, 2005. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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Mr. George LeVan
January 22, 2008
Page 10

Please sign both copies of this Agreement and return one to Skyworks.

Sincerely,

AGREED TO:

SKYWORKS SOLUTIONS, INC.

/s/ David J. Aldrich,
David J. Aldrich, President and CEO

/s/ Mr. George LeVan
Date: 1/22/08

Mr. George LeVan
January 22, 2008

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to either, as applicable, Section 1.4 or Section 2.3 of the Change in Control/Severance Agreement dated January 22, 2008 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

For the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all claims which you do not know or

Mr. George LeVan
January 22, 2008

suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS: (A) FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____; AND (B) TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____, _____, VERSION OF THIS RELEASE AND SUCH CHANGES ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Mr. George LeVan
January 22, 2008

Agreed: _____

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By: _____
David J. Aldrich
President and Chief Executive Officer

Date:



January 22, 2008

Mr. Gregory Waters

Re: Change of Control / Severance Agreement

Dear Greg:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change of Control

- 1.1. If: (i) a Change of Control occurs during the Initial Term or the Additional Term (as defined in Section 7) and (ii) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in either case within one (1) year after the Change of Control, then you will receive the benefits provided in Section 1.4 below.
- 1.2. "Change of Control" means 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 1.2; or

(b) such tune 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.

- 1.3. "Good Reason" means the occurrence of any of the following events without your prior written consent: (i) a material diminution of your base compensation (unless in connection with a general reduction in the base compensation of all of Skyworks' officers and/or senior management employees necessitated by the business or financial condition of Skyworks, provided such reduction does not adversely affect you to a greater extent than such other persons); (ii) a material diminution in your authority, duties or responsibilities; (iii) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks' or an affiliate's direction from the location of the your principal place of employment immediately prior to the date this Agreement becomes effective to a location more than fifty (50) miles from such principal place of employment; or (iv) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement. Your termination of employment shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (a) at least thirty (30) days advance written notice of your decision to terminate your employment for Good Reason, and (b) a period of not less than thirty (30) days to cure the event or condition described in (i), (ii), (iii) or (iv), and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.
 - 1.4. Subject to the provisions of Sections 6 and 8, (i) as soon as practicable (but not more than sixty (60) days) after the date of any termination described in Section 1.1 (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to two (2) times the sum of (a) your rate of annual base salary in effect immediately prior to the Change of Control, and (b) the greater of (1) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change of Control occurs, whether or not includable in gross income for federal income tax purposes, or (2)
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your target annual short-term cash incentive opportunity for the year in which the Change of Control occurs; and (ii) on the date of any termination described in Section 1.1, all of your then outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.

- 1.5. If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to any other amounts payable under this Agreement, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment; provided however, that (i) in no event shall the Gross-Up Payment exceed five hundred thousand U.S. dollars (\$500,000.00), (ii) Skyworks shall have no obligation to make the Gross-Up Payment to you until you remit the Excise Tax to the Internal Revenue Service; and (iii) any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law.

2. Other Terminations of Employment

- 2.1. If, during the Initial Term or the Additional Term (as defined in Section 7), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 2.3 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section 2.3 below. This Section 2 shall not apply if you are entitled to receive the benefits set forth in Section 1.4 above.
 - 2.2. "Cause" means (i) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate; (ii) conduct on your part constituting an act of moral turpitude; (iii) your
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willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board; or (iv) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board at a meeting duly called.

2.3. Subject to the provisions of Sections 6 and 8, if, during the Initial Term or the Additional Term (as defined in Section 7), your employment is terminated by Skyworks without Cause, (i) as soon as practicable (but not more than sixty (60) days) after the date of employment termination (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to the sum of (x) your then current annual base salary, and (y) any short-term cash incentive payment then due, whether or not includable in gross income for federal income tax; and (ii) all of your then vested outstanding Skyworks stock options will remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions.

3. Effect of Change of Control on Equity Awards

If a Change of Control occurs during the Initial Term or the Additional Term, immediately prior to such transaction constituting such Change of Control, (i) all of your then unvested Skyworks stock options shall become immediately vested and exercisable; (ii) any restrictions on each outstanding restricted stock award shall lapse and such award will become immediately vested; and, (iii) each outstanding performance share award shall be deemed earned as to the greater of (a) the "Target" level of shares for such award or (b) the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such Change of Control, and such shares shall be issued by the Company to you immediately prior to such Change of Control transaction.

4. Non-Competition; Non-Solicitation

During the term of your employment with Skyworks and for the first twenty-four (24) months after the date on which your employment with Skyworks is terminated for any reason (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company"). You acknowledge and agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of the Company. During the Noncompete Period, you will not, either directly or indirectly, (i) attempt to hire any director, officer, employee or agent of the Company, (ii) assist in such

hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with the Company, (iv) not disrupt or interfere (or attempt to disrupt or interfere) with the Company's relationships with its employees, (v) encourage any customer or supplier of the Company to terminate its relationship with the Company, or (vi) obtain, or assist in obtaining, for your own benefit (other than indirectly as an employee of the Company) any customer of the Company. If any of the restrictions in this Section 4 are adjudicated to be excessively broad as to scope, geographic area, time or otherwise, said restriction shall be reduced to the extent necessary to make the restriction reasonable and shall be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

It is understood that during the Noncompete Period, you will make yourself available to Skyworks for consultation on behalf of Skyworks, upon reasonable request and at a reasonable rate of compensation and at reasonable times and places in light of any commitment you may have to a new employer.

You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 4 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section 4, and may apply for injunctive relief against any act which would violate those restrictions.

5. Death; Disability

In the event of your death at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year thereafter, subject to their other terms and conditions.

In the event of your disability at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Skyworks and for a period of one year thereafter, subject to their other terms and conditions.

6. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to either Section 1.4 or Section 2.3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in substantially the form attached hereto as Exhibit A (the "Release") and (ii) the

Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

7. Term

This Agreement shall be effective for an initial term of two (2) years from the date hereof (the "Initial Term"); provided however, that (i) if your employment terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary hereof for up to five (5) additional one (1) year periods (each an "Additional Term") unless, at least ninety (90) days prior to the end of the then current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended, and (ii) if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligations pursuant to Section 4 shall survive any termination of this Agreement and extend throughout the Noncompete Period.

8. Miscellaneous

All claims by you for benefits under this Agreement shall be directed to and determined by the Board of Skyworks and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this letter to the contrary, (a) no provision of this letter will operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement; (b) the reimbursement of a fee or expense pursuant to this Section 8 shall be provided not later than the calendar year

following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 8 is not subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 8 shall survive the termination for any reason of this agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

This Agreement is intended to comply with Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, "Section 409A"), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this Agreement qualify as short-term deferrals, as defined in Treasury Regulation §1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation §1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation §1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation §1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon "separation from service" (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a "specified employee" (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period.

Except as expressly provided in this Section 8, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1.4 or 2.3, as applicable, shall be interpreted to mean "separation from service," as that term is used in Section 409 A of the Code and related regulations. Accordingly, payments to be made under Section 1.4 or Section 2.3, as applicable, shall not be made

unless a separation from service (within the meaning of Section 409A of the Code and related regulations) shall have occurred.

Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company (the "Acquisition"), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as the Company would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and the Company acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also "material", this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to the Company, and the provision also benefits the Company in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of the Company.

This Agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks. This Agreement may be modified only by a written instrument executed by both parties. This Agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the Agreement between you and Skyworks dated May 26, 2005. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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Mr. Gregory Waters
January 22, 2008
Page 10

Please sign both copies of this Agreement and return one to Skyworks.

Sincerely,

SKYWORKS SOLUTIONS, INC.

/s/ David J. Aldrich

David J. Aldrich, President and CEO

AGREED TO:

/s/ Gregory L. Waters

Date: 1/22/08

Mr. Gregory Waters
January 22, 2008

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to either, as applicable, Section 1.4 or Section 2.3 of the Change in Control/Severance Agreement dated January 22, 2008 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

For the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include

Mr. Gregory Waters
January 22, 2008

and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS: (A) FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____; AND (B) TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____, _____ VERSION OF THIS RELEASE AND SUCH CHANGES ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Mr. Gregory Waters
January 22, 2008

Agreed: _____

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By: _____
David J. Aldrich
President and Chief Executive Officer

Date:



January 22, 2008

Mr. Mark Tremallo

Re: Change of Control / Severance Agreement

Dear Mark:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change of Control

- 1.1. If: (i) a Change of Control occurs during the Initial Term or the Additional Term (as defined in Section 7) and (ii) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in either case within one (1) year after the Change of Control, then you will receive the benefits provided in Section 1.4 below.
 - 1.2. "Change of Control" means 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
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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 1.2; 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.

- 1.3. "Good Reason" means the occurrence of any of the following events without your prior written consent: (i) a material diminution of your base compensation (unless in connection with a general reduction in the base compensation of all of Skyworks' officers and/or senior management employees necessitated by the business or financial condition of Skyworks, provided such reduction does not adversely affect you to a greater extent than such other persons); (ii) a material diminution in your authority, duties or responsibilities; (iii) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks' or an affiliate's direction from the location of the your principal place of employment immediately prior to the date this Agreement becomes effective to a location more than fifty (50) miles from such principal place of employment; or (iv) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement. Your termination of employment shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (a) at least thirty (30) days advance written notice of your decision to terminate your employment for Good Reason, and (b) a period of not less than thirty (30) days to cure the event or condition described in (i), (ii), (iii) or (iv), and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.
 - 1.4. Subject to the provisions of Sections 6 and 8, (i) as soon as practicable (but not more than sixty (60) days) after the date of any termination described in Section 1.1 (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to two (2) times the sum of (a) your rate of annual base salary in effect immediately prior to the Change of Control, and (b) the greater of (1) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change of Control occurs, whether or
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not includable in gross income for federal income tax purposes, or (2) your target annual short-term cash, incentive opportunity for the year in which the Change of Control occurs; and (ii) on the date of any termination described in Section 1.1, all of your then outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.

- 1.5. If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to any other amounts payable under this Agreement, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment; provided however, that (i) in no event shall the Gross-Up Payment exceed five hundred thousand U.S. dollars (\$500,000.00), (ii) Skyworks shall have no obligation to make the Gross-Up Payment to you until you remit the Excise Tax to the Internal Revenue Service; and (iii) any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law.

2. Other Terminations of Employment

- 2.1. If, during the Initial Term or the Additional Term (as defined in Section 7), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 2.3 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section 2.3 below. This Section 2 shall not apply if you are entitled to receive the benefits set forth in Section 1.4 above.
 - 2.2. "Cause" means (i) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate;
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(ii) conduct on your part constituting an act of moral turpitude; (iii) your willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board; or (iv) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board at a meeting duly called.

2.3. Subject to the provisions of Sections 6 and 8, if, during the Initial Term or the Additional Term (as defined in Section 7), your employment is terminated by Skyworks without Cause, (i) as soon as practicable (but not more than sixty (60) days) after the date of employment termination (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to the sum of (x) your then current annual base salary, and (y) any short-term cash incentive payment then due, whether or not includable in gross income for federal income tax; and (ii) all of your then vested outstanding Skyworks stock options will remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions.

3. Effect of Change of Control on Equity Awards

If a Change of Control occurs during the Initial Term or the Additional Term, immediately prior to such transaction constituting such Change of Control, (i) all of your then unvested Skyworks stock options shall become immediately vested and exercisable; (ii) any restrictions on each outstanding restricted stock award shall lapse and such award will become immediately vested; and, (iii) each outstanding performance share award shall be deemed earned as to the greater of (a) the "Target" level of shares for such award or (b) the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such Change of Control, and such shares shall be issued by the Company to you immediately prior to such Change of Control transaction.

4. Non-Competition; Non-Solicitation

During the term of your employment with Skyworks and for the first twenty-four (24) months after the date on which your employment with Skyworks is terminated for any reason (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company"). You acknowledge and agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of the Company. During the Noncompete Period, you will not, either directly or indirectly, (i) attempt to

hire any director, officer, employee or agent of the Company, (ii) assist in such hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with the Company, (iv) not disrupt or interfere (or attempt to disrupt or interfere) with the Company's relationships with its employees, (v) encourage any customer or supplier of the Company to terminate its relationship with the Company, or (vi) obtain, or assist in obtaining, for your own benefit (other than indirectly as an employee of the Company) any customer of the Company. If any of the restrictions in this Section 4 are adjudicated to be excessively broad as to scope, geographic area, time or otherwise, said restriction shall be reduced to the extent necessary to make the restriction reasonable and shall be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

It is understood that during the Noncompete Period, you will make yourself available to Skyworks for consultation on behalf of Skyworks, upon reasonable request and at a reasonable rate of compensation and at reasonable times and places in light of any commitment you may have to a new employer.

You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 4 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section 4, and may apply for injunctive relief against any act which would violate those restrictions.

5. Death; Disability

In the event of your death at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year thereafter, subject to their other terms and conditions.

In the event of your disability at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Skyworks and for a period of one year thereafter, subject to their other terms and conditions.

6. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to either Section 1.4 or Section 2.3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in

substantially the form attached hereto as Exhibit A (the "Release") and (ii) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

7. Term

This Agreement shall be effective for an initial term of two (2) years from the date hereof (the "Initial Term"); provided however, that (i) if your employment terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary hereof for up to five (5) additional one (1) year periods (each an "Additional Term") unless, at least ninety (90) days prior to the end of the then current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended, and (ii) if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligations pursuant to Section 4 shall survive any termination of this Agreement and extend throughout the Noncompete Period.

8. Miscellaneous

All claims by you for benefits under this Agreement shall be directed to and determined by the Board of Skyworks and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this letter to the contrary, (a) no provision of this letter will operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement; (b) the reimbursement of a fee or expense

pursuant to this Section 8 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 8 is not subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 8 shall survive the termination for any reason of this agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

This Agreement is intended to comply with Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, "Section 409A"), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this Agreement qualify as short-term deferrals, as defined in Treasury Regulation §1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation §1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation §1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation §1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon "separation from service" (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a "specified employee" (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period.

Except as expressly provided in this Section 8, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1.4 or 2.3, as applicable, shall be interpreted to mean "separation from service," as that term is used in Section 409A of the Code and related regulations. Accordingly, payments

to be made under Section 1.4 or Section 2.3, as applicable, shall not be made unless a separation from service (within the meaning of Section 409A of the Code and related regulations) shall have occurred.

Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company (the "Acquisition"), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as the Company would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and the Company acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also "material", this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to the Company, and the provision also benefits the Company in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of the Company.

This Agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks. This Agreement may be modified only by a written instrument executed by both parties. This Agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the Agreement between you and Skyworks dated May 26, 2005. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Mr. Mark Tremallo
January 22, 2008
Page 10

Please sign both copies of this Agreement and return one to Skyworks.

Sincerely,

AGREED TO:

SKYWORKS SOLUTIONS, INC.

/s/ David J. Aldrich
David J. Aldrich, President and CEO

/s/ Mark Tremallo
Date: 1/22/08

Mr. Mark Tremallo
January 22, 2008

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to either, as applicable, Section 1.4 or Section 2.3 of the Change in Control/Severance Agreement dated January 22, 2008 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

For the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include

Mr. Mark Tremallo
January 22, 2008

and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS: (A) FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____; AND (B) TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____, _____ VERSION OF THIS RELEASE AND SUCH CHANGES ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Mr. Mark Tremallo
January 22, 2008

Agreed: _____

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By: _____
David J. Aldrich
President and Chief Executive Officer

Date:



January 22, 2008

Mr. Donald Palette

Re: Change of Control / Severance Agreement

Dear Don:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change of Control

- 1.1. If: (i) a Change of Control occurs during the Initial Term or the Additional Term (as defined in Section 7) and (ii) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in either case within one (1) year after the Change of Control, then you will receive the benefits provided in Section 1.4 below.
- 1.2. "Change of Control" means 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 1.2; 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.

- 1.3. "Good Reason" means the occurrence of any of the following events without your prior written consent: (i) a material diminution of your base compensation (unless in connection with a general reduction in the base compensation of all of Skyworks' officers and/or senior management employees necessitated by the business or financial condition of Skyworks, provided such reduction does not adversely affect you to a greater extent than such other persons); (ii) a material diminution in your authority, duties or responsibilities; (iii) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks' or an affiliate's direction from the location of the your principal place of employment immediately prior to the date this Agreement becomes effective to a location more than fifty (50) miles from such principal place of employment; or (iv) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement. Your termination of employment shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (a) at least thirty (30) days advance written notice of your decision to terminate your employment for Good Reason, and (b) a period of not less than thirty (30) days to cure the event or condition described in (i), (ii), (iii) or (iv), and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.
 - 1.4. Subject to the provisions of Sections 6 and 8, (i) as soon as practicable (but not more than sixty (60) days) after the date of any termination described in Section 1.1 (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to two (2) times the sum of (a) your rate of annual base salary in effect immediately prior to the Change of Control, and (b) the greater of (1) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change of Control occurs, whether or
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not includable in gross income for federal income tax purposes, or (2) your target annual short-term cash incentive opportunity for the year in which the Change of Control occurs; and (ii) on the date of any termination described in Section 1.1, all of your then outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.

- 1.5. If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to any other amounts payable under this Agreement, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment; provided however, that (i) in no event shall the Gross-Up Payment exceed five hundred thousand U.S. dollars (\$500,000.00), (ii) Skyworks shall have no obligation to make the Gross-Up Payment to you until you remit the Excise Tax to the Internal Revenue Service; and (iii) any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law.

2. Other Terminations of Employment

- 2.1. If, during the Initial Term or the Additional Term (as defined in Section 7), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 2.3 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section 2.3 below. This Section 2 shall not apply if you are entitled to receive the benefits set forth in Section 1.4 above.
 - 2.2. "Cause" means (i) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate;
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(ii) conduct on your part constituting an act of moral turpitude; (iii) your willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board; or (iv) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board at a meeting duly called.

2.3. Subject to the provisions of Sections 6 and 8, if, during the Initial Term or the Additional Term (as defined in Section 7), your employment is terminated by Skyworks without Cause, (i) as soon as practicable (but not more than sixty (60) days) after the date of employment termination (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to the sum of (x) your then current annual base salary, and (y) any short-term cash incentive payment then due, whether or not includable in gross income for federal income tax; and (ii) all of your then vested outstanding Skyworks stock options will remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions.

3. Effect of Change of Control on Equity Awards

If a Change of Control occurs during the Initial Term or the Additional Term, immediately prior to such transaction constituting such Change of Control, (i) all of your then unvested Skyworks stock options shall become immediately vested and exercisable; (ii) any restrictions on each outstanding restricted stock award shall lapse and such award will become immediately vested; and, (iii) each outstanding performance share award shall be deemed earned as to the greater of (a) the "Target" level of shares for such award or (b) the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such Change of Control, and such shares shall be issued by the Company to you immediately prior to such Change of Control transaction.

4. Non-Competition; Non-Solicitation

During the term of your employment with Skyworks and for the first twenty-four (24) months after the date on which your employment with Skyworks is terminated for any reason (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company"). You acknowledge and agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of the Company. During the Noncompete Period, you will not, either directly or indirectly, (i) attempt to

hire any director, officer, employee or agent of the Company, (ii) assist in such hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with the Company, (iv) not disrupt or interfere (or attempt to disrupt or interfere) with the Company's relationships with its employees, (v) encourage any customer or supplier of the Company to terminate its relationship with the Company, or (vi) obtain, or assist in obtaining, for your own benefit (other than indirectly as an employee of the Company) any customer of the Company. If any of the restrictions in this Section 4 are adjudicated to be excessively broad as to scope, geographic area, time or otherwise, said restriction shall be reduced to the extent necessary to make the restriction reasonable and shall be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

It is understood that during the Noncompete Period, you will make yourself available to Skyworks for consultation on behalf of Skyworks, upon reasonable request and at a reasonable rate of compensation and at reasonable times and places in light of any commitment you may have to a new employer.

You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 4 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section 4, and may apply for injunctive relief against any act which would violate those restrictions.

5. Death; Disability

In the event of your death at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year thereafter, subject to their other terms and conditions.

In the event of your disability at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Skyworks and for a period of one year thereafter, subject to their other terms and conditions.

6. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to either Section 1.4 or Section 2.3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in

substantially the form attached hereto as Exhibit A (the "Release") and (ii) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

7. Term

This Agreement shall be effective for an initial term of two (2) years from the date hereof (the "Initial Term"); provided however, that (i) if your employment terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary hereof for up to five (5) additional one (1) year periods (each an "Additional Term") unless, at least ninety (90) days prior to the end of the then current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended, and (ii) if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligations pursuant to Section 4 shall survive any termination of this Agreement and extend throughout the Noncompete Period.

8. Miscellaneous

All claims by you for benefits under this Agreement shall be directed to and determined by the Board of Skyworks and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this letter to the contrary, (a) no provision of this letter will operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement; (b) the reimbursement of a fee or expense

pursuant to this Section 8 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 8 is not subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 8 shall survive the termination for any reason of this agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

This Agreement is intended to comply with Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, "Section 409A"), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this Agreement qualify as short-term deferrals, as defined in Treasury Regulation §1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation § 1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation §1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation §1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon "separation from service" (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a "specified employee" (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period.

Except as expressly provided in this Section 8, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1.4 or 2.3, as applicable, shall be interpreted to mean "separation from service," as that term is used in Section 409A of the Code and related regulations. Accordingly, payments

to be made under Section 1.4 or Section 2.3, as applicable, shall not be made unless a separation from service (within the meaning of Section 409 A of the Code and related regulations) shall have occurred.

Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company (the "Acquisition"), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as the Company would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and the Company acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also "material", this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to the Company, and the provision also benefits the Company in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of the Company.

This Agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks, This Agreement may be modified only by a written instrument executed by both parties. This Agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the Agreement between you and Skyworks dated August 20, 2007. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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Mr. Donald Palette
January 22, 2008
Page 10

Please sign both copies of this Agreement and return one to Skyworks.

Sincerely,

AGREED TO:

SKYWORKS SOLUTIONS, INC.

/s/ David J. Aldrich
David J. Aldrich, President and CEO

/s/ Donald Palette
Date: 1/22/08

Mr. Donald Palette
January 22, 2008

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to either, as applicable, Section 1.4 or Section 2.3 of the Change in Control/Severance Agreement dated January 22, 2008 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

Mr. Donald Palette
January 22, 2008

For the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such, claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS: (A) FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____; AND (B) TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____, _____ VERSION OF THIS RELEASE AND SUCH CHANGES ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL . THE REVOCATION PERIOD HAS EXPIRED.

Mr. Donald Palette
January 22, 2008

Agreed: _____

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By: _____
David J. Aldrich
President and Chief Executive Officer

Date:



January 22, 2008

Mr. Bruce Freyman

Re: Change of Control / Severance Agreement

Dear Bruce:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change of Control

- 1.1. If: (i) a Change of Control occurs during the Initial Term or the Additional Term (as defined in Section 7) and (ii) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in either case within one (1) year after the Change of Control, then you will receive the benefits provided in Section 1.4 below.
- 1.2. "Change of Control" means 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 1.2; 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.

- 1.3. "Good Reason" means the occurrence of any of the following events without your prior written consent: (i) a material diminution of your base compensation (unless in connection with a general reduction in the base compensation of all of Skyworks' officers and/or senior management employees necessitated by the business or financial condition of Skyworks, provided such reduction does not adversely affect you to a greater extent than such other persons); (ii) a material diminution in your authority, duties or responsibilities; (iii) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks' or an affiliate's direction from, the location of the your principal place of employment immediately prior to the date this Agreement becomes effective to a location more than fifty (50) miles from such principal place of employment; or (iv) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement. Your termination of employment shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (a) at least thirty (30) days advance written notice of your decision to terminate your employment for Good Reason, and (b) a period of not less than thirty (30) days to cure the event or condition described in (i), (ii), (iii) or (iv), and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.
 - 1.4. Subject to the provisions of Sections 6 and 8, (i) in the event of any termination of your employment described in Section 1.1, Skyworks shall provide to you bi-weekly compensation continuation payments commencing as soon as practicable (but not more than sixty (60) days) after the date of such termination (or such later date as may be required by Section 8) and continuing for a period of twelve (12) months following termination of your employment, with each such compensation continuation payment being equal to the quotient of (a) divided by (b), where (a) equals two (2) times the sum of (1) your rate of annual base
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salary in effect immediately prior to the Change of Control, and (2) the greater of (A) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change of Control occurs, whether or not includable in gross income for federal income tax purposes, or (B) your target annual short-term cash incentive opportunity for the year in which the Change of Control occurs, and (b) equals 26; and (ii) on the date of any termination described in Section 1.1, all of your then outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.

- 1.5. If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to any other amounts payable under this Agreement, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment; provided however, that (i) in no event shall the Gross-Up Payment exceed five hundred thousand U.S. dollars (\$500,000.00), (ii) Skyworks shall have no obligation to make the Gross-Up Payment to you until you remit the Excise Tax to the Internal Revenue Service and (iii) any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law.

2. Other Terminations of Employment

- 2.1. If, during the Initial Term or the Additional Term (as defined in Section 7), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 2.3 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section
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2.3 below. This Section 2 shall not apply if you are entitled to receive the benefits set forth in Section 1.4 above.

- 2.2. "Cause" means (i) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate; (ii) conduct on your part constituting an act of moral turpitude; (iii) your willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board; or (iv) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board at a meeting duly called.
- 2.3. Subject to the provisions of Sections 6 and 8, (i) if your employment is terminated by Skyworks without Cause, Skyworks shall provide to you bi-weekly compensation continuation payments commencing as soon as practicable (but not more than sixty (60) days) after the date of such termination (or such later date as may be required by Section 8) and continuing for a period of twelve (12) months following termination of your employment, with each such compensation continuation payment being equal to the quotient of (a) divided by (b), where (a) equals the sum of (1) your then current rate of annual base salary, and (2) any short-term cash incentive payment then due, whether or not includable in gross income for federal income tax purposes, and (b) equals 26; and (ii) all of your then vested outstanding Skyworks stock options will remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions.

3. Effect of Change of Control on Equity Awards

If a Change of Control occurs during the Initial Term or the Additional Term, immediately prior to such transaction constituting such Change of Control, (i) all of your then unvested Skyworks stock options shall become immediately vested and exercisable; (ii) any restrictions on each outstanding restricted stock award shall lapse and such award will become immediately vested; and, (iii) each outstanding performance share award shall be deemed earned as to the greater of (a) the "Target" level of shares for such award or (b) the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such Change of Control, and such shares shall be issued by the Company to you immediately prior to such Change of Control transaction.

4. Non-Solicitation

You agree that while employed by the Company and for one (1) year thereafter, you 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 person or entity. You further agree that you will not disrupt or interfere or attempt to disrupt or interfere with the Company's relationships with such employees. You also agree that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this non-solicitation agreement shall be entitled to recover its costs and attorneys' fees from the other party.

You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 4 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section 4, and may apply for injunctive relief against any act which would violate those restrictions.

5. Death; Disability

In the event of your death at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year thereafter, subject to their other terms and conditions.

In the event of your disability at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Skyworks and for a period of one year thereafter, subject to their other terms and conditions.

6. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to either Section 1.4 or Section 2.3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in substantially the form attached hereto as Exhibit A (the "Release") and (ii) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

7. Term

This Agreement shall be effective for an initial term of two (2) years from the date hereof (the "Initial Term"); provided however, that (i) if your employment

terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary hereof for up to five (5) additional one (1) year periods (each an "Additional Term") unless, at least ninety (90) days prior to the end of the then current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended, and (ii) if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligation pursuant to Section 4 shall survive any termination of this Agreement and extend throughout the non-solicitation period.

8. Miscellaneous

All claims by you for benefits under this Agreement shall be directed to and determined by the Board of Skyworks and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Orange County, California, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this letter to the contrary, (a) no provision of this letter will operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement; (b) the reimbursement of a fee or expense pursuant to this Section 8 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 8 is not subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 8 shall survive the termination for any reason of this agreement and shall remain in effect until the applicable statute

of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

This Agreement is intended to comply with Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, "Section 409A"), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this Agreement qualify as short-term deferrals, as defined in Treasury Regulation §1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation §1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation §1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation §1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon "separation from service" (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a "specified employee" (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period. Each installment payment under this Agreement shall be treated as a separate payment as defined under Treasury Regulation § 1.409A-2(b)(2).

Except as expressly provided in this Section 8, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1.4 or 2.3, as applicable, shall be interpreted to mean "separation from service," as that term is used in Section 409A of the Code and related regulations. Accordingly, payments to be made under Section 1.4 or Section 2.3, as applicable, shall not be made unless a separation from service (within the meaning of Section 409A of the Code and related regulations) shall have occurred.

Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company (the "Acquisition"), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as the Company would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and the Company acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also "material", this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to the Company, and the provision also benefits the Company in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of the Company.

This Agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks. This Agreement may be modified only by a written instrument executed by both parties. This Agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the Agreement between you and Skyworks dated November 7, 2006. This Agreement will be governed by and construed in accordance with the laws of the State of California.

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Mr. Bruce Freyman
January 22, 2008
Page 10

Please sign both copies of this Agreement and return one to Skyworks.

Sincerely,

AGREED TO:

SKYWORKS SOLUTIONS, INC.

/s/ David J Aldrich

/s/ Bruce Freyman

David J Aldrich, President and CEO

Date: 1/22/08

Mr. Bruce Freyman
January 22, 2008

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to either, as applicable, Section 1.4 or Section 2.3 of the Change in Control/Severance Agreement dated January 22, 2008 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

Mr. Bruce Freyman
January 22, 2008

This Agreement includes a waiver of any rights you may have under Section 1542 of the California Civil Code, or any other similar state statutes or laws, regarding the waiver of unknown claims.

Section 1542 states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE EMPLOYEE DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE EMPLOYER.”

Notwithstanding the provisions of Section 1542, or any similar state statutes or laws, and for the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS: (A) FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, ____; AND (B) TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____, _____ VERSION OF THIS RELEASE AND SUCH CHANGES ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS

Mr. Bruce Freyman
January 22, 2008

RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Agreed: _____

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By: _____

David J. Aldrich
President and Chief Executive Officer

Date:



January 22, 2008

Mr. Stan Swearingen

Re: Change of Control / Severance Agreement

Dear Stan:

This letter agreement (the "Agreement") sets out the severance arrangements concerning your employment with Skyworks Solutions, Inc. ("Skyworks").

1. Termination of Employment Related to Change of Control

- 1.1. If: (i) a Change of Control occurs during the Initial Term or the Additional Term (as defined in Section 7) and (ii) your employment with Skyworks is terminated by Skyworks without Cause or you terminate your employment with Skyworks for Good Reason, in either case within one (1) year after the Change of Control, then you will receive the benefits provided in Section 1.4 below.
- 1.2. "Change of Control" means 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 1.2; 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.

- 1.3. "Good Reason" means the occurrence of any of the following events without your prior written consent: (i) a material diminution of your base compensation (unless in connection with a general reduction in the base compensation of all of Skyworks' officers and/or senior management employees necessitated by the business or financial condition of Skyworks, provided such reduction does not adversely affect you to a greater extent than such other persons); (ii) a material diminution in your authority, duties or responsibilities; (iii) a material change in the geographic location at which you are directed that you must perform your duties, which Skyworks has determined shall include a change in your principal place of employment at Skyworks' or an affiliate's direction from the location of the your principal place of employment immediately prior to the date this Agreement becomes effective to a location more than fifty (50) miles from such principal place of employment; or (iv) any action or inaction constituting a material breach by Skyworks of the terms of this Agreement. Your termination of employment shall not be deemed to be for Good Reason unless, within sixty (60) days of the occurrence of the event constituting Good Reason, you have provided Skyworks with (a) at least thirty (30) days advance written notice of your decision to terminate your employment for Good Reason, and (b) a period of not less than thirty (30) days to cure the event or condition described in (i), (ii), (iii) or (iv), and Skyworks has either failed to so cure the event or waived its right to cure the event, to the extent it is then subject to cure.
- 1.4. Subject to the provisions of Sections 6 and 8, (i) as soon as practicable (but not more than sixty (60) days) after the date of any termination described in Section 1.1 (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to two (2) times the sum of (a) your rate of annual base salary in effect immediately prior to the Change of Control, and (b) the greater of (1) the average of the annual short-term cash incentive payments you received for each of the three years prior to the year in which the Change of Control occurs, whether or

not includable in gross income for federal income tax purposes, or (2) your target annual short-term cash incentive opportunity for the year in which the Change of Control occurs; and (ii) on the date of any termination described in Section 1.1, all of your then outstanding Skyworks stock options shall remain exercisable for a period of eighteen (18) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.

- 1.5. If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to any other amounts payable under this Agreement, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment; provided however, that (i) in no event shall the Gross-Up Payment exceed five hundred thousand U. S. dollars (\$500, 000. 00), (ii) Skyworks shall have no obligation to make the Gross-Up Payment to you until you remit the Excise Tax to the Internal Revenue Service; and (iii) any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law.

2. Other Terminations of Employment

- 2.1. If, during the Initial Term or the Additional Term (as defined in Section 7), your employment with Skyworks is terminated by Skyworks without Cause, then you will receive the benefits specified in Section 2.3 below. If your employment is terminated by Skyworks for Cause or by you for any reason, you will not be entitled to receive the benefits specified in Section 2.3 below. This Section 2 shall not apply if you are entitled to receive the benefits set forth in Section 1.4 above.
- 2.2. "Cause" means (i) your deliberate dishonesty that is significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate;

(ii) conduct on your part constituting an act of moral turpitude; (iii) your willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board; or (iv) your incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made "by the full Board at a meeting duly called.

2.3. Subject to the provisions of Sections 6 and 8, if, during the Initial Term or the Additional Term (as defined in Section 7), your employment is terminated by Skyworks without Cause, (i) as soon as practicable (but not more than sixty (60) days) after the date of employment termination (or such later date as may be required by Section 8), Skyworks will pay you a lump sum equal to the sum of (x) your then current annual base salary, and (y) any short-term cash incentive payment then due, whether or not includable in gross income for federal income tax; and (ii) all of your then vested outstanding Skyworks stock options will remain exercisable for a period of twelve (12) months after the date of your employment termination (or, if earlier, until the last day of the full option term), subject to their terms and conditions.

3. Effect of Change of Control on Equity Awards

If a Change of Control occurs during the Initial Term or the Additional Term, immediately prior to such transaction constituting such Change of Control, (i) all of your then unvested Skyworks stock options shall become immediately vested and exercisable; (ii) any restrictions on each outstanding restricted stock award shall lapse and such award will become immediately vested; and, (iii) each outstanding performance share award shall be deemed earned as to the greater of (a) the "Target" level of shares for such award or (b) the number of shares that would have been earned pursuant to the terms of such award as of the day prior to the date of such Change of Control, and such shares shall be issued by the Company to you immediately prior to such Change of Control transaction.

4. Non-Competition; Non-Solicitation

During the term of your employment with Skyworks and for the first twenty-four (24) months after the date on which your employment with Skyworks is terminated for any reason (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Skyworks or any subsidiary or affiliate of Skyworks (collectively, the "Company"). You acknowledge and agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of the Company. During the Noncompete Period, you will not, either directly or indirectly, (i) attempt to

hire any director, officer, employee or agent of the Company, (ii) assist in such hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with the Company, (iv) not disrupt or interfere (or attempt to disrupt or interfere) with the Company's relationships with its employees, (v) encourage any customer or supplier of the Company to terminate its relationship with the Company, or (vi) obtain, or assist in obtaining, for your own benefit (other than indirectly as an employee of the Company) any customer of the Company. If any of the restrictions in this Section 4 are adjudicated to be excessively broad as to scope, geographic area, time or otherwise, said restriction shall be reduced to the extent necessary to make the restriction reasonable and shall be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

It is understood that during the Noncompete Period, you will make yourself available to Skyworks for consultation on behalf of Skyworks, upon reasonable request and at a reasonable rate of compensation and at reasonable times and places in light of any commitment you may have to a new employer.

You understand and acknowledge that Skyworks' remedies at law for breach of any of the restrictions in this Section 4 are inadequate and that any such breach will cause irreparable harm to Skyworks. You therefore agree that in addition and as a supplement to such other rights and remedies as may exist in Skyworks' favor, Skyworks may apply to any court having jurisdiction to enforce the specific performance of the restrictions in this Section 4, and may apply for injunctive relief against any act which would violate those restrictions.

5. Death; Disability

In the event of your death at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable for a period of one year thereafter, subject to their other terms and conditions.

In the event of your disability at any time during your employment by Skyworks, all of your then outstanding Company stock options, whether or not by their terms then exercisable, will become immediately exercisable and remain exercisable so long as you remain an employee or officer of Skyworks and for a period of one year thereafter, subject to their other terms and conditions.

6. Release of Claims

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to either Section 1.4 or Section 2.3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in

substantially the form attached hereto as Exhibit A (the "Release") and (ii) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment.

7. Term

This Agreement shall be effective for an initial term of two (2) years from the date hereof (the "Initial Term"); provided however, that (i) if your employment terminates within the Initial Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Following the Initial Term, this Agreement shall renew automatically on the anniversary hereof for up to five (5) additional one (1) year periods (each an "Additional Term") unless, at least ninety (90) days prior to the end of the then current term of the Agreement, either party provides written notice to the other party that the Agreement should not be extended, and (ii) if your employment terminates during any Additional Term, this Agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied. Notwithstanding anything to the contrary herein, your obligations pursuant to Section 4 shall survive any termination of this Agreement and extend throughout the Noncompete Period.

8. Miscellaneous

All claims by you for benefits under this Agreement shall be directed to and determined by the Board of Skyworks and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement), plus in each case interest on any delayed payment at the applicable federal rate provided for in Section 7872(f)(2)(A) of the Code. Notwithstanding anything in this letter to the contrary, (a) no provision of this letter will operate to extend the life of any option beyond the term originally stated in the applicable option grant or option agreement; (b) the reimbursement of a fee or expense

pursuant to this Section 8 shall be provided not later than the calendar year following the calendar year in which the fee or expense was incurred, (c) the amount of fees and expenses eligible for reimbursement during any calendar year may not affect the amount of fees and expenses eligible for reimbursement in any other calendar year, (d) the right to reimbursement under this Section 8 is not subject to liquidation or exchange for another benefit and (e) the obligation of Skyworks under this Section 8 shall survive the termination for any reason of this agreement and shall remain in effect until the applicable statute of limitation has expired with respect to any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof (including as a result of any contest by you regarding the amount of any payment or benefits pursuant to this Agreement).

This Agreement is intended to comply with Section 409A of the Code and any related regulations or other applicable guidance promulgated thereunder (collectively, "Section 409A"), to the extent applicable. It is the intent of the parties hereto that all severance payments and benefits provided pursuant to this Agreement qualify as short-term deferrals, as defined in Treasury Regulation § 1.409A-1(a)(4), separation pay due to an involuntary separation from service under Treasury Regulation § 1.409A-1(b)(9)(iii), reimbursement of medical benefits under Treasury Regulation § 1.409A-1(b)(9)(v)(B), and/or limited payments, as defined in Treasury Regulation § 1.409A-1(b)(9)(v)(D), to the extent applicable. If (a) it is determined that any payments or benefits provided pursuant to this Agreement that are paid upon "separation from service" (as that term is used in Section 409A) constitute deferred compensation for purposes of Section 409A (after taking into account the exceptions listed in the prior sentence and/or any other applicable exceptions) and (b) you are a "specified employee" (as that term is used in Section 409A) when your employment terminates, such payments or benefits (or portions thereof) that constitute deferred compensation payable upon a separation from service that are to be paid or provided during the six (6) month period following termination of your employment shall not be paid or provided until the first business day after the date that is six (6) months following termination of your employment or, if earlier, the first business day following the date of your death. The payment that is made pursuant to the prior sentence shall include the cumulative amount of any amounts that could not be paid during the six (6) month period.

Except as expressly provided in this Section 8, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Notwithstanding anything in this Agreement to the contrary, references to employment termination in Sections 1.4 or 2.3, as applicable, shall be interpreted to mean "separation from service," as that term is used in Section 409A of the Code and related regulations. Accordingly, payments

to be made under Section 1.4 or Section 2.3, as applicable, shall not be made unless a separation from service (within the meaning of Section 409A of the Code and related regulations) shall have occurred.

Skyworks may withhold (or cause to be withheld) from any payments made under this Agreement, all federal, state, city or other taxes as shall be required to be withheld pursuant to any law or governmental regulation or ruling.

The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company (the "Acquisition"), as a condition precedent to the Acquisition, to expressly assume and agree in writing, with a copy to you, to perform this Agreement in the same manner and to the same extent as the Company would be required to perform this Agreement as if no such succession had taken place. You acknowledge and agree, and the Company acknowledges and agrees, that, without limitation to any other provision of this Agreement which is also "material", this provision is a material term of this Agreement and an important clause benefiting you, to assure you that the obligation of Skyworks to provide you with the existing benefits made available under this Agreement, are adhered to by any successor to the Company, and the provision also benefits the Company in that the assurance to you afforded by this provision is an important retention incentive to have you remain in the employment of the Company.

This Agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by Skyworks. This Agreement may be modified only by a written instrument executed by both parties. This Agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the Agreement between you and Skyworks dated May 26, 2005. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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Mr. Stan Swearingen
January 22, 2008
Page 10

Please sign both, copies of this Agreement and return one to Skyworks.

Sincerely,

AGREED TO:

SKYWORKS SOLUTIONS, INC.

/s/ David J. Aldrich
David J. Aldrich, President and CEO

/s/ Stan Swearingen
Date: 1/22/08

Mr. Stan Swearingen
January 22, 2008

EXHIBIT A

Form of Release of Claims

In consideration for receiving benefits pursuant to either, as applicable, Section 1.4 or Section 2.3 of the Change in Control/Severance Agreement dated January 22, 2008 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U. S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (viii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

For the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that this Agreement is intended to include

Mr. Stan Swearingen
January 22, 2008

and does include in its effect, without limitation, all claims which you do not know or suspect to exist in your favor against the Released Parties, or any of them, at the moment of execution hereof, and that this Agreement expressly contemplates the extinguishment of all such claims.

BY SIGNING THIS GENERAL RELEASE, YOU REPRESENT AND AGREE THAT:

1. YOU UNDERSTAND ALL OF ITS TERMS AND KNOW THAT YOU ARE GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
2. YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;
3. YOU HAVE HAD AT LEAST 21 DAYS: (A) FROM THE DATE OF YOUR RECEIPT OF THIS RELEASE SUBSTANTIALLY IN ITS FINAL FORM ON _____, _____; AND (B) TO CONSIDER IT AND THE CHANGES MADE SINCE THE _____, _____ VERSION OF THIS RELEASE AND SUCH CHANGES ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD; AND
4. YOU UNDERSTAND THAT YOU HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

Mr. Stan Swearingen
January 22, 2008

Agreed: _____

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By: _____
David J. Aldrich
President and Chief Executive Officer

Date:

SKYWORKS SOLUTIONS, INC.
2008 DIRECTOR LONG-TERM INCENTIVE PLAN

1. Purpose

The purpose of this 2008 Director Long-Term Incentive Plan (the "Plan") of Skyworks Solutions, Inc., a Delaware corporation (the "Company"), is to advance the interests of the Company's stockholders by enhancing the Company's ability to attract and retain the services of experienced and knowledgeable directors and to provide additional incentives for such directors to continue to work for the best interests of the Corporation and its stockholders through continuing ownership of its common stock. Except where the context otherwise requires, the term "Company" shall include any of the Company's present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code") and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the "Board").

2. Eligibility

Each member of the Board who is not also an officer of the Company (a "Director") is eligible to receive options, restricted stock and other stock-based awards (each, an "Award") under the Plan. Each person who receives an Award under the Plan is deemed a "Participant."

3. Administration and Delegation

(a) Administration by Board of Directors. The Plan will be administered by the Board. The Board shall have authority to grant Awards and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board's sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award. No director or person acting pursuant to the authority delegated by the Board shall be liable for any action or determination relating to or under the Plan made in good faith.

(b) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a "Committee"). All references in the Plan to the "Board" shall mean the Board or a Committee of the Board to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

4. Stock Available for Awards

(a) Number of Shares. Subject to adjustment under Section 8, Awards may be made under the Plan covering up to the sum of (i) 600,000 shares of common stock, \$.25 par value per share, of the Company (the "Common Stock"), plus (ii) the shares of Common Stock that remain available for grant under the Skyworks Solutions, Inc. 2001 Directors' Stock Option Plan on the Effective Date.

(b) Counting of Shares. Subject to adjustment under Section 8, an option to purchase Common Stock (each, an "Option") shall be counted against the share limit specified in Section 4(a) as

one share for each share of common stock subject to the Option, and an Award that is not an Option (a “Non-Option Award”) shall be counted against the share limit specified in Section 4(a) as one and one-half (1.5) shares for each share of Common Stock issued upon settlement of such Non-Option Award.

(c) Lapses. If any Award expires or is terminated, surrendered or canceled without having been fully exercised or is forfeited in whole or in part (including as the result of shares of Common Stock subject to such Award being repurchased by the Company at the original issuance price pursuant to a contractual repurchase right) or results in any Common Stock not being issued, the unused Common Stock covered by such Award shall again be available for the grant of Awards under the Plan. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

5. Stock Options

(a) General. The Board, in its discretion, may grant Options to Participants and, subject to Section 5(c) below, determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to applicable federal or state securities laws, as it considers necessary or advisable. Any such grant may vary among individual Participants. If the Board so determines, Options may be granted in lieu of cash compensation at the Participant’s election, subject to such terms and conditions as the Board may establish.

(b) Exercise Price. Subject to Section 5(c) below, the Board shall establish the exercise price of each Option and specify such exercise price in the applicable option agreement; provided, however, that the exercise price shall not be less than 100% of the Fair Market Value (as defined below in subsection (i)(3)) at the time the Option is granted.

(c) Automatic Grant of Options.

(1) Each Participant who is first elected to serve as a Director after the Effective Date of the Plan shall automatically be granted an Option, on the fifth business day after his election, to acquire 25,000 shares of Common Stock.

(2) The exercise price per share for the Common Stock covered by an Option granted under this Section 5(c) shall be equal to the Fair Market Value of the Stock on the date the Option is granted.

(3) Unless otherwise determined by the Board, an Option granted under Section 5(c) shall be exercisable after the first anniversary of the date of grant for up to one-fourth (25%) of the shares of Common Stock covered by the Option and, after each anniversary of the date of grant thereafter, for up to an additional one-fourth (25%) of such shares of Common Stock until, on the fourth anniversary of the date of grant, the Option may be exercised as to all (100%) of the shares of Common Stock covered by the Option. An Option issued under this Section 5(c) shall not be exercisable after the expiration of ten years from the date of grant.

(d) Options Not Deemed Incentive Stock Options. Any Option granted pursuant to the Plan is not intended to be an incentive stock option described in Code Section 422 and shall be designated a “Nonqualified Stock Option.”

(e) Limitation on Repricing. Unless such action is approved by the Company’s stockholders: (1) no outstanding Option granted under the Plan may be amended to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding Option (other than

adjustments pursuant to Section 8) and (2) the Board may not cancel any outstanding Option and grant in substitution therefore new Awards under the Plan covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then-current exercise price per share of the cancelled Option.

(f) No Reload Rights. No Option granted under the Plan shall contain any provision entitling the optionee to the automatic grant of additional Options in connection with any exercise of the original Option.

(g) Duration of Options. Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable option agreement; provided, however, that no Option will be granted for a term in excess of ten (10) years.

(h) Exercise of Option. Options may be exercised by delivery to the Company of a written notice of exercise signed by the proper person or by any other form of notice (including electronic notice) approved by the Board together with payment in full as specified in Section 5(i) for the number of shares for which the Option is exercised. Shares of Common Stock subject to the Option will be delivered by the Company following exercise either as soon as practicable or, subject to such conditions as the Board shall specify, on a deferred basis (with the Company's obligation to be evidenced by an instrument providing for future delivery of the deferred shares at the time or times specified by the Board).

(i) Payment Upon Exercise. Common Stock purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) in cash or by check, payable to the order of the Company;

(2) except as the Board may otherwise provide in an option agreement, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) by delivery of shares of Common Stock owned by the Participant valued at their fair market value as determined by (or in a manner approved by) the Board ("Fair Market Value"), provided (i) such method of payment is then permitted under applicable law, (ii) such Common Stock, if acquired directly from the Company, was owned by the Participant for at least six (6) months and (iii) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements; or

(4) by any combination of the above permitted forms of payment.

6. Restricted Stock; Restricted Stock Units.

(a) General. The Board may grant Awards entitling recipients to acquire shares of Common Stock ("Restricted Stock"), subject to the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the Board in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Award. Instead of granting Awards for Restricted Stock, the Board may grant Awards entitling the recipient to receive shares of Common Stock to be delivered at the time such shares of Common Stock

vest or at a later date (“Restricted Stock Units”) subject to such terms and conditions on the delivery of the shares of Common Stock as the Board shall determine (each Award for Restricted Stock or Restricted Stock Units is referred to herein as a “Restricted Stock Award”).

(b) Terms and Conditions. Subject to Section 6(c) below, the Board shall determine the terms and conditions of a Restricted Stock Award, including the conditions for repurchase (or forfeiture) and the issue price, if any.

(c) Automatic Grant of Restricted Stock.

(1) Each Participant who is first elected to serve as a Director after the Effective Date of the Plan shall automatically be granted, on the fifth business day after his election, 12,500 shares of Restricted Stock.

(2) Beginning on the date of the Company’s 2008 annual meeting of stockholders, each Participant who is serving as Director of the Company after each annual meeting of stockholders, or special meeting in lieu of annual meeting of stockholders at which one or more directors are elected, other than a newly elected Director who received a Restricted Stock Award pursuant to Section 6(c)(1) above, shall automatically be granted on such day 12,500 shares of Restricted Stock.

(3) Unless otherwise determined by the Board, the Company’s repurchase or forfeiture rights on an Award of Restricted Stock granted under Section 6(c) shall lapse as to one-third (33.33%) of the shares of Restricted Stock on the first anniversary of the date of grant and, as to an additional one-third (33.33%) of such shares of Restricted Stock, on each anniversary of the date of grant thereafter until, on the third anniversary of the date of grant, the Company’s repurchase or forfeiture rights shall lapse as to all (100%) of the shares of Restricted Stock covered thereby.

(4) In lieu of Restricted Stock, the Board may grant Restricted Stock Units.

(d) Stock Certificates. Any stock certificates issued in respect of a Restricted Stock Award shall be registered in the name of the Participant and, unless otherwise determined by the Board, deposited by the Participant, together with a stock power endorsed in blank, with the Company (or its designee). At the expiration of the applicable restriction periods, the Company (or such designee) shall deliver the certificates no longer subject to such restrictions to the Participant or if the Participant has died, to the beneficiary designated, in a manner determined by the Board, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant’s death (the “Designated Beneficiary”). In the absence of an effective designation by a Participant, “Designated Beneficiary” shall mean the Participant’s estate.

7. Other Stock-Based Awards.

Other Awards of shares of Common Stock, and other Awards that are valued in whole or in part by reference to, or are otherwise based on, shares of Common Stock or other property, may be granted hereunder to Participants (“Other Stock Unit Awards”). Such Other Stock Unit Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan or as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock Unit Awards may be paid in shares of Common Stock or cash, as the Board shall determine. Subject to the provisions of the Plan, the Board shall determine the conditions of each Other Stock Unit Awards, including any purchase price applicable thereto and any conditions applicable thereto, including without limitation, performance-based conditions.

8. Adjustments for Changes in Common Stock and Certain Other Events.

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under this Plan, (ii) the sub-limits set forth in Section 4(b), (iii) the number and class of securities and exercise price per share of each outstanding Option, (iv) the number of securities issuable pursuant to automatic Awards made under Sections 5(c) and 6(c), (v) the repurchase price per share subject to each outstanding Restricted Stock Award and (vi) the share- and per-share-related provisions of each outstanding Other Stock Unit Award, shall be appropriately adjusted by the Company (or substituted Awards may be made, if applicable) to the extent determined by the Board.

(b) Reorganization Events.

(1) Definition. A “Reorganization Event” shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any exchange of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange transaction or (c) any liquidation or dissolution of the Company.

(2) Consequences of a Reorganization Event on Awards Other than Restricted Stock Awards. In connection with a Reorganization Event, the Board shall take any one or more of the following actions as to all or any outstanding Awards on such terms as the Board determines: (i) provide that Awards shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a Participant, provide that the Participant’s unexercised Options or other unexercised Awards shall become exercisable in full and will terminate immediately prior to the consummation of such Reorganization Event unless exercised by the Participant within a specified period following the date of such notice, (iii) provide that outstanding Awards shall become realizable or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iv) 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 a Participant equal to (A) the Acquisition Price times the number of shares of Common Stock subject to the Participant’s Options or other Awards (to the extent the exercise price does not exceed the Acquisition Price) minus (B) the aggregate exercise price of all such outstanding Options or other Awards, in exchange for the termination of such Options or other Awards, (v) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof) and (vi) any combination of the foregoing.

For purposes of clause (i) above, an Option shall be considered assumed if, following consummation of the Reorganization Event, the Option confers the right to purchase, for each share of Common Stock subject to the Option 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 shares of 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 of Options to consist solely of common stock of the acquiring or succeeding corporation (or an affiliate thereof) equivalent in fair market value to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

To the extent all or any portion of an Option becomes exercisable solely as a result of clause (ii) above, the Board may provide that upon exercise of such Option the Participant shall receive shares subject to a right of repurchase by the Company or its successor at the Option exercise price; such repurchase right (x) shall lapse at the same rate as the Option would have become exercisable under its terms and (y) shall not apply to any shares subject to the Option that were exercisable under its terms without regard to clause (ii) above.

(3) Consequences of a Reorganization Event on Restricted Stock Awards. Upon the occurrence of a Reorganization Event other than a liquidation or dissolution of the Company, the repurchase and other rights of the Company under each outstanding Restricted Stock Award shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Common Stock subject to such Restricted Stock Award. Upon the occurrence of a Reorganization Event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Stock Award or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Stock Awards then outstanding shall automatically be deemed terminated or satisfied.

(c) Change in Control Events.

(1) Definition. A "Change in Control Event" will be deemed to have occurred if the Continuing Directors (as defined below) cease for any reason to constitute a majority of the Board. For this purpose, a "Continuing Director" will include any member of the Board as of the Effective Date (as defined below) and any individual nominated for election to the Board by a majority of the then Continuing Directors.

(2) Consequences of a Change in Control Event on Options. Notwithstanding any other provision of this Plan to the contrary, if a Change in Control Event occurs, except to the extent specifically provided to the contrary in the instrument evidencing any Option or any other agreement between a Participant and the Company, any options outstanding as of the date such Change of Control is determined to have occurred and not then exercisable shall become fully exercisable to the full extent of the original grant.

(3) Consequences of a Change in Control Event on Restricted Stock Awards. Notwithstanding any other provision of this Plan to the contrary, if a Change in Control Event occurs, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Stock Award or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Stock Awards then outstanding shall automatically be deemed terminated or satisfied.

9. General Provisions Applicable to Awards

(a) Transferability of Awards. Except as the Board may otherwise determine or provide in an Award, Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of

descent and distribution and, during the life of the Participant, shall be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

(b) Documentation. Each Award shall be evidenced in such form (written, electronic or otherwise) as the Board shall determine. Such written instrument may be in the form of an agreement signed by the Company and the Participant or a written confirming memorandum to the Participant from the Company. Each Award may contain terms and conditions in addition to those set forth in the Plan.

(c) Board Discretion. Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award need not be identical, and the Board need not treat Participants uniformly.

(d) Termination of Status. The Board shall determine the effect on an Award of the disability, death, or other change in the non-employee director status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Award.

(e) Withholding. Each Participant shall pay to the Company, or make provision satisfactory to the Company for payment of, any taxes required by law to be withheld in connection with an Award to such Participant. Except as the Board may otherwise provide in an Award, for so long as the Common Stock is registered under the Exchange Act, Participants may satisfy such tax obligations in whole or in part by delivery of shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at their Fair Market Value; provided, however, except as otherwise provided by the Board, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). Shares surrendered to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements. The Company may, to the extent permitted by law, deduct any such tax obligations from any payment of any kind otherwise due to a Participant.

(f) Amendment of Award. Except as provided in Section 5, the Board may amend, modify or terminate any outstanding Award, including but not limited to, substituting therefor another Award of the same or a different type and changing the date of exercise or realization, provided that the Participant's consent to such action shall be required unless the Board determines that the action, taking into account any related action, would not materially and adversely affect the Participant.

(g) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(h) Acceleration. Except as otherwise provided in Section 8(c), the Board may at any time provide that any Award shall become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

10. Miscellaneous

(a) No Right To Status. No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to any relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Award.

(b) No Rights As Stockholder. Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to an Award until becoming the record holder of such shares. Notwithstanding the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to such Option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then an optionee who exercises an Option between the record date and the distribution date for such stock dividend shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

(c) Effective Date and Term of Plan. The Plan shall become effective on the date on which it is approved by the Company's stockholders (the "Effective Date"), and no Award may be granted until the Effective Date. No Awards shall be granted under the Plan after the completion of 10 years from the Effective Date, but Awards previously granted may extend beyond that date.

(d) Amendment of Plan. The Board may amend, suspend or terminate the Plan or any portion thereof at any time; provided that, without approval of the Company's stockholders, no amendment may (1) increase the number of shares authorized under the Plan (other than pursuant to Section 8), (2) materially increase the benefits provided under the Plan, (3) materially expand the class of participants eligible to participate in the Plan, (4) expand the types of Awards provided under the Plan or (5) make any other changes that require stockholder approval under the rules of the Nasdaq Stock Market, Inc. No Award shall be made that is conditioned upon stockholder approval of any amendment to the Plan.

(e) Provisions for Foreign Participants. The Board may modify Awards or Options granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to recognize differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

(f) Compliance With Code Section 409A. No Award shall provide for deferral of compensation that does not comply with Section 409A of the Code, unless the Board, at the time of grant, specifically provides that the Award is not intended to comply with Section 409A of the Code.

(g) Governing Law. The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law.

Skyworks Solutions, Inc.
Restricted Stock Agreement
Granted Under 2008 Director Long-Term Incentive Plan

AGREEMENT made this _____ day of _____, 2008 (the "Grant Date"), between Skyworks Solutions, Inc. a Delaware corporation (the "Company"), and _____ (the "Director").

For good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Issuance of Shares.

The Company shall issue to the Director, subject to the terms and conditions set forth in this Agreement and in the Company's 2008 Director Long-Term Incentive Plan (the "Plan"), _____ shares (the "Shares") of common stock, \$0.25 par value, of the Company ("Common Stock"). The Company shall issue to the Director one or more certificates in the name of the Director for that number of Shares to be issued to the Director hereunder, or, alternatively, the Shares may be held in book entry by the Company's transfer agent in the name of the Director for that number of Shares issued to the Director. The Director agrees that the Shares shall be subject to forfeiture pursuant to Section 2 of this Agreement and the restrictions on transfer set forth in Section 4 of this Agreement.

2. Forfeiture Option.

(a) In the event that the Director ceases to serve as a member of the Board of Directors of the Company for any reason or no reason, except as set forth in Section 2(b) below, prior to the third anniversary of the Grant Date, the Company shall have the right and option (the "Forfeiture Option") to demand that the Director forfeit some or all of the Unvested Shares (as defined below).

"Unvested Shares" means the total number of Shares subject to this Agreement multiplied by the Applicable Percentage at the time the Forfeiture Option becomes exercisable by the Company. The "Applicable Percentage" shall be (i) 100% during the 12-month period ending on the day preceding the first anniversary of the Grant Date, (ii) 66.67% during the 12-month period beginning on and after the first anniversary of the Grant Date and ending on the day preceding the second anniversary of the Grant Date, (iii) 33.33% during the 12-month period beginning on and after the second anniversary of the Grant Date and ending on the day preceding the third anniversary of the Grant Date, and (iv) zero on and after the third anniversary of the Grant Date.

(b) In the event that the Director ceases to serve as a member of the Board of Directors of the Company by reason of death or disability, the number of the Shares for which the Forfeiture Option becomes exercisable shall be zero percent (0%) of the number of Unvested Shares for which the Forfeiture Option would otherwise become exercisable. For this purpose, "disability" shall mean the permanent disability of the Director as defined in Section 22(e)(3) of the Internal Revenue Code of 1986.

3. Exercise of Forfeiture Option and Closing.

(a) The Company may exercise the Forfeiture Option by delivering or mailing to the Director (or his estate), within 90 days after the cessation of the service of the Director with the Company, a written notice of exercise of the Forfeiture Option. Such notice shall specify the number of Shares to be forfeited. If and to the extent the Forfeiture Option is not so exercised by the giving of such a notice within such 90-day period, the Forfeiture Option shall automatically expire and terminate effective upon the expiration of such 90-day period.

(b) Within 10 days after delivery to the Director of the Company's notice of the exercise of the Forfeiture Option pursuant to subsection (a) above, the Director (or his estate) shall, pursuant to the provisions of the Joint Escrow Instructions referred to in Section 5 below, tender to the Company at its principal offices the certificate or certificates representing the Shares which the Company has demanded forfeiture of in accordance with the terms of this Agreement, duly endorsed in blank or with duly endorsed stock powers attached thereto, all in form suitable for the transfer of such Shares to the Company.

(c) After the time at which any Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Director on account of such Shares or permit the Director to exercise any of the privileges or rights of a stockholder with respect to such Shares, but shall, in so far as permitted by law, treat the Company as the owner of such Shares.

(d) The Company shall not demand forfeiture of any fraction of a Share upon exercise of the Forfeiture Option, and any fraction of a Share resulting from a computation made pursuant to Section 2 of this Agreement shall be rounded to the nearest whole Share (with any one-half Share being rounded upward).

(e) The Company may assign its Forfeiture Option to one or more persons or entities.

4. Restrictions on Transfer.

The Director shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any Shares, or any interest therein, that are subject to the Forfeiture Option, except that the Director may transfer such Shares (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved in writing by the Board of Directors (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Director and/or Approved Relatives, provided that such Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in this Section 4 and the Forfeiture Option set forth in Section 2) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement or (ii) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation), provided that, in accordance with the Plan, the securities or other property received by the Director in connection with such transaction shall remain subject to this Agreement..

5. Escrow.

The Director shall, upon the execution of this Agreement, execute Joint Escrow Instructions in the form attached to this Agreement as Exhibit A. The Joint Escrow Instructions shall be delivered to the General Counsel of the Company, as escrow agent thereunder. The Director shall deliver to such escrow agent a stock assignment duly endorsed in blank, in the form attached to this Agreement as Exhibit B, and hereby instructs the Company to deliver to such escrow agent, on behalf of the Director, the certificate(s) evidencing the Shares issued hereunder. Such materials shall be held by such escrow agent pursuant to the terms of such Joint Escrow Instructions.

6. Restrictive Legends.

All certificates representing Shares shall have affixed thereto legends in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

“The shares of stock represented by this certificate are subject to restrictions on transfer and a forfeiture option set forth in a certain Restricted Stock Agreement between the corporation and the registered owner of these shares (or his predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation.”

7. Provisions of the Plan.

(a) This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Director with this Agreement.

(b) As provided in the Plan, upon the occurrence of a Reorganization Event (as defined in the Plan), the rights of the Company hereunder (including the right to exercise the Forfeiture Option) shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Shares were converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Shares under this Agreement. If, in connection with a Reorganization Event, a portion of the cash, securities and/or other property received upon the conversion or exchange of the Shares is to be placed into escrow to secure indemnification or similar obligations, the mix between the vested and unvested portion of such cash, securities and/or other property that is placed into escrow shall be the same as the mix between the vested and unvested portion of such cash, securities and/or other property that is not subject to escrow.

8. Section 83(b) Election.

(a) The Director has reviewed with the Director's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Director is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Director understands that the Director (and not the Company) shall be responsible for the Director's own tax liability that

may arise as a result of this investment or the transactions contemplated by this Agreement. The Director understands that it may be beneficial in many circumstances to elect to be taxed at the time the Shares are issued rather than when and as the Company's Forfeiture Option expires by filing an election under Section 83(b) of the Internal Revenue Code of 1986 with the Internal Revenue Service within 30 days from the date of issuance.

THE DIRECTOR ACKNOWLEDGES THAT IT IS THE DIRECTOR'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE DIRECTOR REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE DIRECTOR'S BEHALF.

9. Miscellaneous.

(a) No Rights to Continue as a Director. The Participant acknowledges and agrees that the vesting of the Shares pursuant to Section 2 hereof is earned only by continuing service as member of the Board of Directors of the Company. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as a member of the Board of Directors of the Company.

(b) 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.

(c) 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.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Director 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.

(e) 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 9.

(f) 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.

(g) 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.

(h) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Director.

(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) Director's Acknowledgments. The Director acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Director's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; and (iv) is fully aware of the legal and binding effect of this Agreement.

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

Skyworks Solutions, Inc.

By:



Title: President & CEO

[DIRECTOR]

Exhibit A

Skyworks Solutions, Inc.

Joint Escrow Instructions

DATE []

VP and General Counsel
Skyworks Solutions, Inc.
20 Sylvan Road
Woburn, MA 01801

Dear Sir:

As Escrow Agent for Skyworks Solutions, Inc., a Delaware corporation, and its successors in interest under the Restricted Stock Agreement (the "Agreement") of even date herewith, to which a copy of these Joint Escrow Instructions is attached (the "Company"), and the undersigned person ("Holder"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of the Agreement in accordance with the following instructions:

1. Appointment. Holder irrevocably authorizes the Company to deposit with you any certificates evidencing Shares (as defined in the Agreement) to be held by you hereunder and any additions and substitutions to said Shares. For purposes of these Joint Escrow Instructions, "Shares" shall be deemed to include any additional or substitute property. Holder does hereby irrevocably constitute and appoint you as his attorney-in-fact and agent for the term of this escrow to execute with respect to such Shares all documents necessary or appropriate to make such Shares negotiable and to complete any transaction herein contemplated. Subject to the provisions of this Section 1 and the terms of the Agreement, Holder shall exercise all rights and privileges of a stockholder of the Company while the Shares are held by you.

2. Closing of Forfeiture.

(a) Upon any exercise of the Forfeiture Option by the Company pursuant to the Agreement, the Company shall give to Holder and you a written notice specifying the number of Shares to be tendered, as determined pursuant to the Agreement, and the time for a closing hereunder (the "Closing") at the principal office of the Company. Holder and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

(b) At the Closing, you are directed (i) to date the stock assignment form or forms necessary for the transfer of the Shares, (ii) to fill in on such form or forms the number of Shares being transferred, and (iii) to deliver same, together with the certificate or certificates evidencing the Shares to be transferred.

3. Withdrawal. The Holder shall have the right to withdraw from this escrow any Shares as to which the Forfeiture Option (as defined in the Agreement) has terminated or expired.

4. Duties of Escrow Agent.

(a) Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

(b) You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact of Holder while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

(c) You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or entity, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. If you are uncertain of any actions to be taken or instructions to be followed, you may refuse to act in the absence of an order, judgment or decrees of a court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person or entity, by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

(d) You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

(e) You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder and may rely upon the advice of such counsel.

(f) Your rights and responsibilities as Escrow Agent hereunder shall terminate if (i) you cease to be Secretary of the Company or (ii) you resign by written notice to each party. In the event of a termination under clause (i), your successor as Secretary shall become Escrow Agent hereunder; in the event of a termination under clause (ii), the Company shall appoint a successor Escrow Agent hereunder.

(g) If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

(h) It is understood and agreed that if you believe a dispute has arisen with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to

anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

(i) These Joint Escrow Instructions set forth your sole duties with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into these Joint Escrow Instructions against you.

(j) The Company shall indemnify you and hold you harmless against any and all damages, losses, liabilities, costs, and expenses, including attorneys' fees and disbursements, (including without limitation the fees of counsel retained pursuant to Section 4(e) above, for anything done or omitted to be done by you as Escrow Agent in connection with this Agreement or the performance of your duties hereunder, except such as shall result from your gross negligence or willful misconduct.

5. Notice. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto.

COMPANY: Notices to the Company shall be sent to the address set forth in the salutation hereto, Attn: General Counsel

HOLDER: Notices to Holder shall be sent to the address set forth below Holder's signature below.

ESCROW AGENT: Notices to the Escrow Agent shall be sent to the address set forth in the salutation hereto.

6. Miscellaneous.

(a) By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions, and you do not become a party to the Agreement.

(b) This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Very truly yours,

Skyworks Solutions, Inc.

By: 

Title: President & CEO

HOLDER:

(Signature)

Name: _____

Date Signed: _____

ESCROW AGENT:

Exhibit B

(STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE)

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto _____ (_____) shares of Common Stock, \$0.25 par value per share, of _____ (the "Corporation") standing in my name on the books of the Corporation represented by Certificate(s) Number _____ herewith, and do hereby irrevocably constitute and appoint _____ attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: _____

IN PRESENCE OF

NOTICE: The signature(s) to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration, enlargement, or any change whatever and must be guaranteed by a commercial bank, trust company or member firm of the Boston, New York or Midwest Stock Exchange.

SKYWORKS SOLUTIONS, INC.
Nonstatutory Stock Option Agreement
Granted Under 2008 Director Long-Term Incentive Plan

1. Grant of Option.

This agreement evidences the grant by Skyworks Solutions, Inc., a Delaware corporation (the "Company"), on _____, 200[] (the "Grant Date") to [_____] , a member of the Board of Directors of the Company (the "Director"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2008 Director 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 [_____] [10 YEARS FROM DATE OF GRANT] (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 "Director", 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.

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 Director, 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 Director 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 Director, at the time he or

she exercises this option, is, and has been at all times since the Grant Date, a member of the Board of Directors of the Company or any other entity the directors of which are eligible to receive option grants under the Plan (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Director ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) 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 Director was entitled to exercise this option on the date of such cessation.

(d) Exercise Period Upon Death. If the Director 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, 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 Director, by an authorized transferee, provided that this option shall not be exercisable after the Final Exercise Date.

(e) Exercise Period Upon Disability. If the Director ceases to be an Eligible Participant because the Director 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, this option shall be exercisable, within the period of six (6) months following the date of disability of the Director, by the Director, provided that this option shall be exercisable only to the extent that this option was exercisable by the Director on the date of his or her disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

4. Nontransferability of Option.

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

5. Provisions of the Plan.

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

6. No Obligation to Continue as a Director.

Neither the Plan nor this Option confers upon the Director any rights with respect to continuance as a member of the Board of Directors of the Company.

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: _____

DIRECTOR'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2008 Director Long-Term Incentive Plan.

DIRECTOR:

Address: _____

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 6,130,000 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:

<u>Offering Commencement Dates</u>	<u>Offering Termination Dates</u>
Each August 1	Each January 31
Each February 1	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. It will terminate in any case on December 31, 2012, 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 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 and March 27, 2008.

CERTIFICATION OF THE CEO 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

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 statement 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.
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: May 7, 2008

/s/ David J. Aldrich

David J. Aldrich

Chief Executive Officer

President

CERTIFICATION OF THE CFO 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

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 statement 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 and
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.
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: May 7, 2008

/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 ending March 28, 2008 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

Date: May 7, 2008

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 ending March 28, 2008 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
Date: May 7, 2008