AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON AUGUST 30, 2002
REGISTRATION NO. 333-

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

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SKYWORKS SOLUTIONS, INC.
(Exact name of registrant as specified in charter)

DELAWARE	04-2302115
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

20 SYLVAN ROAD
WOBURN MA 01801
(781) 935-5150
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

PAUL E. VINCENT
VICE PRESIDENT, CHIEF FINANCIAL OFFICER AND TREASURER
SKYWORKS SOLUTIONS, INC.
20 SYLVAN ROAD
WOBURN MA 01801
(781) 935-5150
(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPIES TO:
GORDON H. HAYES, ESQ.
TESTA, HURWITZ & THIBEAULT, LLP
125 HIGH STREET
BOSTON, MASSACHUSETTS, 02110
(617) 248-7000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to time after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. [ ]

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [ ]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED(1)	PROPOSED MAXIMUM OFFERING PRICE PER UNIT(2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(2)	AMOUNT OF REGISTRATION FEE (2)
Common Stock, $0.25 par value per share.	1,017,900	$4.84	$4,926,636	$453.26

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, this registration statement also registers such additional shares of the Registrant's Common Stock as may become issuable as a result of stock splits, stock dividends or similar transactions.

(2) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) of the Securities Act. The price per share and aggregate offering price are based upon the average of the high and low sales price of the Registrant's Common Stock on August 26, 2002 as reported on the Nasdaq National Market.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT THAT SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

The information contained in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 30, 2002

SKYWORKS SOLUTIONS, INC.

1,017,900 SHARES
COMMON STOCK, PAR VALUE $0.25 PER SHARE

We are registering 1,017,900 shares of our common stock for resale by the selling stockholder identified in this prospectus. We will receive none of the proceeds from the resale of the shares by the selling stockholder. The selling stockholder may sell the shares at market prices prevailing at the time of the sale or at prices otherwise negotiated.

Our common stock is quoted on the Nasdaq National Market under the symbol "SWKS." The last reported sale price of our common stock on the Nasdaq National Market on August 29, 2002 was $4.70 per share.

Our principal executive offices are located at 20 Sylvan Road, Woburn, Massachusetts 01801. Our telephone number at that location is (781) 935-5150.

INVESTING IN OUR COMMON STOCK INVOLVES RISKS. SEE "RISK FACTORS" BEGINNING ON PAGE 4 AND THE SECTIONS ENTITLED "RISK FACTORS" IN THE OTHER DOCUMENTS WE FILE WITH THE SECURITIES AND EXCHANGE COMMISSION THAT ARE INCORPORATED BY REFERENCE IN THIS PROSPECTUS FOR CERTAIN RISKS AND UNCERTAINTIES THAT YOU SHOULD CONSIDER.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is __, 2002.

TABLE OF CONTENTS

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 that are subject to the "safe harbor" created by those sections. Some of the forward-looking statements can be identified by the use of forward-looking terms such as "believes", "expects", "may", "will', "should", "could", "seek", "intends", "plans", "estimates", "anticipates" or other comparable terms. Forward-looking statements involve inherent risks and uncertainties. A number of important factors could cause actual results to differ materially from those in the forward-looking statements, including those factors discussed in this prospectus in "Risk Factors" and in the documents incorporated by reference herein. Factors that could cause actual results to differ from those reflected in forward-looking statements relating to the operations and business of the combined company include:

- the failure to meet our expectations with respect to our future performance, including our expectations with respect to the merger;
- the cyclical nature of the wireless communications semiconductor industry and the markets addressed by our products and our customers' products;
- general economic and business conditions that adversely affect us or our suppliers, distributors or customers;
- demand for and market acceptance of new and existing products;
- successful development of new products and the timing of new product introductions;
- the availability and extent of utilization of manufacturing capacity and raw materials;
- pricing pressures and other competitive factors;
- fluctuations in manufacturing yields;
- product obsolescence;
- our ability to develop and implement new technologies and to obtain protection of the related intellectual property;
- our ability to attract and retain qualified personnel;
- the disproportionate impact of our business relationships with large customers;
- the uncertainties of litigation; and
- other risks and uncertainties, including those set forth in this prospectus and those detailed from time to time in our filings with the Securities and Exchange Commission.

You should read this prospectus and the documents incorporated by reference into it completely and with the understanding that actual future results may be materially different from expectations. All forward-looking statements made in this prospectus are qualified by these cautionary statements. These forward-looking statements are made only as of the date of this prospectus, and we do not undertake any obligation, other than as may be required by law, to update or revise any forward-looking statements to reflect changes in assumptions, the occurrence of unanticipated events or changes in future operating results over time.

SKYWORKS SOLUTIONS, INC.

Skyworks Solutions, Inc. is a leading wireless semiconductor company focused on providing front-end modules, radio frequency (RF) subsystems and complete system solutions to wireless handset and infrastructure customers worldwide. The Company offers a comprehensive family of components and RF subsystems, and also provides complete antenna-to-microphone semiconductor solutions that support advanced 2.5G and 3G services. The Company's products are used in dozens of industry-leading handset designs.

Effective June 25, 2002, pursuant to an Agreement and Plan of Reorganization, dated as of December 16, 2001, as amended as of April 12, 2002, by and among Conexant Systems, Inc. (Conexant), Washington Sub, Inc. (Washington Sub) and Alpha Industries, Inc. (Alpha), Alpha merged with Washington Sub, a company formed by Conexant and to which Conexant contributed the assets, liabilities (including liabilities relating to former operations) and operations of Conexant's wireless communications business, other than certain assets and liabilities retained by Conexant. Immediately prior to the merger, Conexant spun-off Washington Sub by distributing outstanding shares of Washington Sub common stock to Conexant stockholders on a one share-for-one share basis. In the merger, Conexant stockholders received 0.351 of a share of combined company common stock in exchange for each share of Washington Sub common stock issued to them in the distribution. After the merger, Alpha, which was the surviving company in the merger, changed its corporate name to Skyworks Solutions, Inc. Immediately following completion of the merger, Skyworks Solutions purchased Conexant's semiconductor assembly and test facility located in Mexicali, Mexico for an aggregate purchase price of $150 million.

References in this prospectus to the Washington Business refer to the wireless communications business contributed by Conexant to Washington Sub, which merged with us effective June 25, 2002. References to the Mexicali Operations refer to the assembly and test facility in Mexicali, Mexico, certain assets used in connection with that facility and certain assets previously utilized by Conexant's package design team employees located in Newport Beach, California who joined Skyworks Solutions in connection with the merger, all of which assets we purchased from Conexant immediately following the merger. References to Washington/Mexicali refer to the Washington Business and Mexicali Operations, collectively. The merger has been accounted for as a reverse acquisition whereby Washington Sub was treated as the acquirer and Alpha as the acquiree primarily because Conexant shareholders owned a majority, approximately 67 percent, interest in Skyworks Solutions upon completion of the merger. Because the merger was accounted for as a purchase of Alpha, the historical financial statements of Washington/Mexicali became the historical financial statements of the Company after the merger.

INCORPORATION OF INFORMATION BY REFERENCE

The Securities and Exchange Commission allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus, and later information filed with the Securities and Exchange Commission will automatically update and supersede this information. We incorporate by reference the documents and information identified below and any future filings made with the Securities and Exchange Commission under Sections 13(a), 3(c), 14, or 15(d) of the Securities Exchange Act of 1934 until this offering is completed.

- Audited Combined Financial Statements of Washington Business and the Mexicali Operations and the notes thereto contained on pages F-1 through F-28 of the proxy statement/prospectus-information statement included in our Registration Statement on Form S-4 (Registration No. 333-83768) filed with the Securities and Exchange Commission on May 10, 2002;

- Management's Discussion and Analysis of Financial Condition and Results of Operations of the Washington Business and the Mexicali Operations contained on pages 94 through 113 of the proxy statement/prospectus-information statement included in our Registration Statement on Form S-4 (Registration No. 333-83768) filed with the Securities and Exchange Commission on May 10, 2002;

- Unaudited Condensed Combined Financial Statements of the Washington Business and the Mexicali Operations and the notes thereto contained on pages 22 through 28 of our Registration Statement on Form S-3 (Registration No. 333-92394) filed with the Securities and Exchange Commission on July 15, 2002;

- Unaudited Pro Forma Condensed Combined Financial Information of the Washington Business and the Mexicali Operations and the notes thereto contained on pages 29 through 30 of our Registration Statement on Form S-3 (Registration No. 333-92394) filed with the Securities and Exchange Commission on July 15, 2002;

- Management's Discussion and Analysis of Financial Condition and Results of Operations of the Washington Business and the Mexicali Operations contained on pages 31 through 43 of our Registration Statement on Form S-3 (Registration No. 333-92394) filed with the Securities and Exchange Commission on July 15, 2002;

- Unaudited Pro Forma Condensed Combined Financial Information of the combined company contained on pages 44 through 54 of our Registration Statement on Form S-3 (Registration No. 333-92394) filed with the Securities and Exchange Commission on July 15, 2002;

- Annual Report on Form 10-K of Alpha Industries, Inc. for the fiscal year ended March 31, 2002 filed with the Securities and Exchange Commission on July 1, 2002;

- Quarterly Report on Form 10-Q of Skyworks Solutions, Inc. for the fiscal quarter ended June 28, 2002 filed with the Securities and Exchange Commission on August 12, 2002;

- Current Report on Form 8-K filed with the Securities and Exchange Commission on May 2, 2002;

- Current Report on Form 8-K filed with the Securities and Exchange Commission on June 28, 2002, as amended on August 18, 2002; and

- The description of our common stock contained in Item 1 of our Registration Statement on Form 8-A filed with the Securities and Exchange Commission on May 29, 1998, including any amendments or reports filed for the purpose of updating the description.

All documents that we file with the Securities and Exchange Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of this registration statement and prior to the filing of a post-effective amendment to this registration statement that indicates that all securities offered under this prospectus have been sold, or that deregisters all securities then remaining unsold, will be deemed to be incorporated in this registration statement by reference and to be a part hereof from the date of filing of such documents.

Any statement contained in a document we incorporate by reference will be modified or superseded for all purposes to the extent that a statement contained in this prospectus (or in any other document that is subsequently filed with the Securities and Exchange Commission and incorporated by reference) modifies or is contrary to that previous statement. Any statement so modified or superseded will not be deemed a part of this prospectus except as so modified or superseded.

You may request a copy of these filings, at no cost, by writing or telephoning us at the following address:

Investor Relations
Skyworks Solutions, Inc.
4311 Jamboree Road
Newport Beach, California 92660
Telephone (949) 231-4700

RISK FACTORS

WE HAVE RECENTLY INCURRED SUBSTANTIAL OPERATING LOSSES AND ANTICIPATE FUTURE LOSSES.

Our operating results have been adversely affected by a global economic slowdown and an abrupt decline in demand for many of the end-user products that incorporate wireless communications semiconductor products and system solutions. As a result, we incurred substantial operating losses during the quarter and nine months ended June 30, 2002. Additionally, during the nine months ended June 30, 2002, we implemented a number of expense reduction initiatives, including a work force reduction, a modification of employee work schedules and reduced discretionary spending. We expect that reduced end-customer demand, underutilization of our manufacturing capacity, changes in our revenue mix and other factors will continue to adversely affect our operating results in the near term. In order to return to profitability, we must achieve substantial revenue growth and we will face an environment of uncertain demand in the markets for our products. We cannot assure you as to whether or when we will return to profitability or whether we will be able to sustain such profitability, if achieved.

WE OPERATE IN THE HIGHLY CYCLICAL WIRELESS COMMUNICATIONS SEMICONDUCTOR INDUSTRY, WHICH IS SUBJECT TO SIGNIFICANT DOWNTURNS.

The wireless communications semiconductor industry is highly cyclical and is characterized by constant and rapid technological change, rapid product obsolescence and price erosion, evolving technical standards, short product life cycles and wide fluctuations in product supply and demand. From time to time these and other factors, together with changes in general economic conditions, cause significant upturns and downturns in the industry. Periods of industry downturns -- as we experienced through most of calendar year 2001 -- have been characterized by diminished product demand, production overcapacity, high inventory levels and accelerated erosion of average selling prices. These factors, and in particular the level of demand for digital cellular handsets, may cause substantial fluctuations in our revenues and results of operations. We have experienced these cyclical fluctuations in our business and may experience cyclical fluctuations in the future.

During the late 1990's and extending into 2000, the wireless communications semiconductor industry enjoyed unprecedented growth, benefiting from the rapid expansion of wireless communication services worldwide and increased demand for digital cellular handsets. During calendar year 2001, we were adversely impacted by a global economic slowdown and an abrupt decline in demand for many of the end-user products that incorporate our respective wireless communications semiconductor products and system solutions, particularly digital cellular handsets. The impact of weakened end-customer demand was compounded by higher than normal levels of inventories among our original equipment manufacturer, or OEM, subcontractor and distributor customers. We expect that reduced end-customer demand, underutilization of our manufacturing capacity, changes in revenue mix and other factors will continue to adversely affect our operating results in the near term.

WE ARE SUBJECT TO INTENSE COMPETITION.

The wireless communications semiconductor industry in general and the markets in which we compete in particular are intensely competitive. We compete with U.S. and international semiconductor manufacturers that are both larger and smaller than us in terms of resources and market share. We currently face significant competition in our markets and expect that intense price and product competition will continue. This competition has resulted and is expected to continue to result in declining average selling prices for our products. We also anticipate that additional competitors will enter our markets as a result of growth opportunities in communications electronics, the trend toward global expansion by foreign and domestic competitors and technological and public policy changes.

We believe that the principal competitive factors for semiconductor suppliers in our market include, among others:

- time-to-market;
- new product innovation;
- product quality, reliability and performance;
- price;
- compliance with industry standards;
- strategic relationships with customers; and
- protection of intellectual property.

We cannot assure you that we will be able to successfully address these factors.

Many of our competitors have advantages over us, including:

- longer presence in key markets;
- greater name recognition;
- ownership or control of key technology or intellectual property; and

- greater financial, sales and marketing, manufacturing, distribution, technical or other resources.

As a result, certain competitors may be able to adapt more quickly than us to new or emerging technologies and changes in customer requirements or may be able to devote greater resources to the development, promotion and sale of their products than we can.

Current and potential competitors also have established or may establish financial or strategic relationships among themselves or with our customers, resellers or other third parties. These relationships may affect customers' purchasing decisions. Accordingly, it is possible that new competitors or alliances among competitors could emerge and rapidly acquire significant market share. We cannot assure you that we will be able to compete successfully against current and potential competitors.

A number of our competitors have combined with each other and consolidated their businesses, including the consolidation of competitors with our customers. This consolidation is attributable to a number of factors, including the historically high-growth nature of the communications electronics industry and the time-to-market pressures on suppliers to decrease the time required for product conception, research and development, sampling and production launch before a product reaches the market. This consolidation trend is expected to continue, since investments, alliances and acquisitions may enable semiconductor suppliers, including us and our competitors, to achieve economies of scale, to augment technical capabilities or to achieve faster time-to-market for their products than would be possible solely through internal development.

This consolidation is creating entities with increased market share, customer base, technology and marketing expertise in markets in which we compete. These developments may adversely affect the markets we seek to serve and our ability to compete successfully in those markets.

OUR SUCCESS WILL DEPEND UPON OUR ABILITY TO DEVELOP NEW PRODUCTS AND REDUCE COSTS IN A TIMELY MANNER.

The markets into which we sell demand cutting-edge technologies and new and innovative products. Our operating results will depend largely on our ability to continue to introduce new and enhanced products on a timely basis. Successful product development and introduction depends on numerous factors, including, among others:

- the ability to anticipate customer and market requirements and changes in technology and industry standards;
- the ability to define new products that meet customer and market requirements;
- the ability to complete development of new products and bring products to market on a timely basis;
- the ability to differentiate our products from offerings of our competitors; and
- overall market acceptance of our products.

We cannot assure you that we will have sufficient resources to make the substantial investment in research and development in order to develop and bring to market new and enhanced products in a timely manner. We will be required continually to evaluate expenditures for planned product development and to choose among alternative technologies based on our expectations of future market growth. We cannot assure you that we will be able to develop and introduce new or enhanced wireless communications semiconductor products in a timely and cost-effective manner, that our products will satisfy customer requirements or achieve market acceptance or that we will be able to anticipate new industry standards and technological changes. We also cannot assure you that we will be able to respond successfully to new product announcements and introductions by competitors.

In addition, prices of established products may decline, sometimes significantly, over time. We believe that in order to remain competitive we must continue to reduce the cost of producing and delivering existing products at the same time that we develop and introduce new or enhanced products. We cannot assure you that we will be able to continue to reduce the cost of our products to remain competitive.

WE MAY NOT BE ABLE TO KEEP ABREAST OF THE RAPID TECHNOLOGICAL CHANGES IN OUR MARKETS.

The demand for our products can change quickly and in ways we may not anticipate. Our markets generally exhibit the following characteristics:

- rapid technological developments;
- rapid changes in customer requirements;
- frequent new product introductions and enhancements;
- short product life cycles with declining prices over the life cycle of the product; and
- evolving industry standards.

Our products could become obsolete or less competitive sooner than anticipated because of a faster than anticipated change in one or more of the technologies related to our products or in market demand for products based on a particular technology, particularly due to the introduction of new technology that represents a substantial advance over current technology. Currently accepted industry standards are also subject to change, which may contribute to the obsolescence of our products.

WE MAY NOT BE ABLE TO ATTRACT AND RETAIN QUALIFIED PERSONNEL NECESSARY FOR THE

DESIGN, DEVELOPMENT, MANUFACTURE AND SALE OF OUR PRODUCTS. OUR SUCCESS COULD BE NEGATIVELY AFFECTED IF KEY PERSONNEL LEAVE.

Our future success depends on our ability to continue to attract, retain and motivate qualified personnel, including executive officers and other key management and technical personnel. As the source of our technological and product innovations, our key technical personnel represent a significant asset. The competition for management and technical personnel is intense in the semiconductor industry. We cannot assure you that we will be able to attract and retain qualified management and other personnel necessary for the design, development, manufacture and sale of our products.

We may have particular difficulty attracting and retaining key personnel during periods of poor operating performance, given, among other things, the use of equity-based compensation by us and our competitors. The loss of the services of one or more of our key employees, including David J. Aldrich, our chief executive officer, or certain key design and technical personnel, or our inability to attract, retain and motivate qualified personnel, could have a material adverse effect on our ability to operate our business.

IF OEMS OF COMMUNICATIONS ELECTRONICS PRODUCTS DO NOT DESIGN OUR PRODUCTS INTO THEIR EQUIPMENT, WE WILL HAVE DIFFICULTY SELLING THOSE PRODUCTS. MOREOVER, A "DESIGN WIN" FROM A CUSTOMER DOES NOT GUARANTEE FUTURE SALES TO THAT CUSTOMER.

Our products will not be sold directly to the end-user but will be components of other products. As a result, we will rely on OEMs of wireless communications electronics products to select our products from among alternative offerings to be designed into their equipment. Without these "design wins" from OEMs, we would have difficulty selling our products. Once an OEM designs another supplier's product into one of its product platforms, it is more difficult for us to achieve future design wins with that OEM product platform because changing suppliers involves significant cost, time, effort and risk for that OEM. Also, achieving a design win with a customer does not ensure that we will receive significant revenues from that customer. Even after a design win, the customer is not obligated to purchase our products and can choose at any time to reduce or cease use of our products, for example, if its own products are not commercially successful or for any other reason. We may be unable to achieve design wins or to convert design wins into actual sales.

BECAUSE OF THE LENGTHY SALES CYCLES OF MANY OF OUR PRODUCTS, WE MAY INCUR SIGNIFICANT EXPENSES BEFORE WE GENERATE ANY REVENUES RELATED TO THOSE PRODUCTS.

Our customers may need three to six months to test and evaluate our products and an additional three to six months to begin volume production of equipment that incorporates our products. The lengthy period of time required increases the possibility that a customer may decide to cancel or change product plans, which could reduce or eliminate our sales to that customer. As a result of this lengthy sales cycle, we may incur significant research and development, and selling, general and administrative expenses before we generate the related revenues for these products, and we may never generate the anticipated revenues if our customer cancels or changes its product plans.

UNCERTAINTIES INVOLVING THE ORDERING AND SHIPMENT OF OUR PRODUCTS COULD ADVERSELY AFFECT OUR BUSINESS.

Our sales will typically be made pursuant to individual purchase orders and not under long-term supply arrangements with our customers. Our customers may cancel orders prior to shipment. In addition, we will sell a portion of our products through distributors, some of whom will have rights to return unsold products. We may purchase and manufacture inventory based on estimates of customer demand for our products, which is difficult to predict. This difficulty may be compounded when we sell to OEMs indirectly through distributors or contract manufacturers, or both, as our forecasts of demand will then be based on estimates provided by multiple parties. In addition, our customers may change their inventory practices on short notice for any reason. The cancellation or deferral of product orders, the return of previously sold products, or overproduction due to the failure of anticipated orders to materialize, could result in us holding excess or obsolete inventory, which could result in write-downs of inventory.

OUR RELIANCE ON A SMALL NUMBER OF CUSTOMERS FOR A LARGE PORTION OF OUR SALES COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR RESULTS OF OPERATIONS.

A significant portion of our sales are concentrated among a limited number of customers. If we lost one or more of these major customers, or if one or more major customers significantly decreased its orders, our business would be materially and adversely affected. Sales to Samsung Electronics Co., Ltd. represented approximately 45% of net revenues from third parties during the first nine months of fiscal 2002. Our future operating results will depend on the success of this customer and other customers and our success in selling products to them.

THE TERMS OF OUR FINANCING AGREEMENT WITH CONEXANT MAY RESTRICT OUR OPERATING AND FINANCIAL FLEXIBILITY.

In connection with our acquisition from Conexant of its semiconductor assembly and test facility located in Mexicali, Mexico and assets related thereto, we and certain of our subsidiaries entered into a financing agreement, dated as of June 25, 2002, with Conexant. Pursuant to the terms of the financing agreement, in payment for the semiconductor assembly and test facility in Mexicali, Mexico, we, and our new subsidiary, Conexant Systems, S.A. de C.V., issued short-term promissory notes to Conexant in the aggregate principal amount of $150 million. In addition, Conexant committed to make a short-term $100 million revolving loan facility available to us to fund working capital and other requirements. Interest on the promissory notes and the revolving loans is payable at a rate of 10% per annum for the first ninety days following June 25, 2002, 12% per annum for the next ninety days and 15% per annum thereafter.

Our obligations under the financing agreement are jointly and severally guaranteed by all of our domestic subsidiaries and certain of our foreign subsidiaries, and are secured by a first priority lien on our, and our guaranteeing subsidiaries', current and future tangible and intangible assets and real property.

Unless paid earlier at our option or pursuant to the mandatory prepayment provisions of the financing agreement, fifty percent of the principal amount of the promissory notes issued by us is due on March 21, 2003, and the remaining fifty percent of the principal amount of the promissory notes and the entire principal amount of the revolving loans is due June 24, 2003. We may prepay amounts outstanding under the revolving loans at any time without penalty. We are required to prepay amounts outstanding under the financing agreement in certain circumstances. Commencing in July 2002, if at the end of any month the aggregate amount of our cash, cash equivalents and marketable securities on a consolidated basis, which we refer to as available cash, exceeds $60 million, we are required to use our available cash in excess of $60 million to repay amounts outstanding under the financing agreement. In addition, if at any time, the net cash proceeds

from a sale of assets, an equity offering or an incurrence of indebtedness causes our available cash to exceed $60 million, we are required to use our available cash in excess of $60 million to repay amounts outstanding under the financing agreement. These mandatory prepayments will be applied first to reduce the principal amount of the promissory notes due March 21, 2003, second to reduce the balance of the promissory notes and third to reduce the revolving loans.

The financing agreement contains representations and warranties of, and an indemnity by, us and our guaranteeing subsidiaries in favor of Conexant. In addition, the financing agreement contains certain covenants, including without limitation, covenants:

- requiring us to maintain a minimum balance of cash, cash equivalents and marketable securities;

- imposing limitations on the incurrence of additional indebtedness;

- restricting sales of assets, investments, acquisitions and capital expenditures;

- requiring us to establish a finance committee; and

- restricting inter-company transfers of working capital and assets to foreign subsidiaries.

Although we believe that we will be able to comply with these requirements, compliance with these requirements may restrict our operating and financial flexibility. We cannot assure you that we will in fact be able to satisfy all of the requirements in the financing agreement. Our inability to satisfy the requirements of the financing agreement would have a material adverse effect on us.

THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT UNDER OUR FINANCING AGREEMENT WITH CONEXANT COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS, FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

Our financing agreement with Conexant contains certain events of default (as defined in the financing agreement). Upon the occurrence and continuance of an event of default, Conexant may choose from a number of remedies, including:

- terminating the revolving facility and declaring all outstanding amounts under the revolving loans due and payable;

- declaring all amounts outstanding under the promissory notes due and payable; and

- foreclosing on the collateral, which includes our and our guaranteeing subsidiaries' tangible and intangible assets and real property.

Conexant's enforcement of any of these remedies upon an event of default would have a material adverse effect on us. If Conexant were to declare amounts outstanding under the revolving loans and/or the promissory notes immediately due and payable, we may not have sufficient capital to repay these amounts and we may not be able to raise sufficient capital to repay these amounts. If Conexant were to foreclose on the collateral, it would have a material adverse effect on our business, financial condition and results of operations.

WE FACE A RISK THAT CAPITAL NEEDED FOR OUR BUSINESS WILL NOT BE AVAILABLE WHEN WE NEED IT.

We will need to obtain sources of financing in the near future. We expect that we will be required to raise capital to satisfy our working capital needs and to repay the short-term note in the amount of $150 million delivered to Conexant in payment of the purchase price of our semiconductor assembly and test facility in Mexicali, Mexico and assets relating thereto and amounts outstanding, if any, under the revolving loans under our financing agreement with Conexant. Under the terms of the financing agreement we must, subject to certain exceptions, use 100% of the proceeds from asset sales or other dispositions of property or from the issuance of debt or equity to prepay the amount outstanding under the financing agreement until paid in full. In addition, the Company has incurred expenses and has assumed obligations as a result of this merger which the Company estimates will require cash of approximately $80 million. The Company's ability to meet these expenses, the expenses of our ongoing operations, and to repay the debt owed to Conexant is dependent upon our ability to obtain suitable financing.

We expect that we will seek to raise capital through a public or private offering of equity, debt or some combination thereof within six months. We cannot assure you that the capital required to fund these expenses will be available in the future. Conditions existing in the U.S. capital markets when the Company seeks financing will affect our ability to raise capital, as well as the terms of any financing. Further, the financing agreement limits our ability to raise additional capital by, among other things, imposing limitations on the incurrence of additional indebtedness. In addition, under a tax allocation agreement, dated as of June 25, 2002, entered into among Conexant, Washington Sub and Alpha in connection with the merger, if we fail to satisfy the

short-term notes delivered to Conexant pursuant to their terms, we may be required to indemnify Conexant for a material amount of taxes that it may incur with respect to the spin-off. The Company may not be able to raise enough capital to meet our capital needs on a timely basis or at all. Failure to obtain capital when required would have a material adverse effect on the Company.

In addition, any strategic investments and acquisitions that we may make to help us grow our business may require additional capital resources. We cannot assure you that the capital required to fund these investments and acquisitions will be available in the future.

OUR MANUFACTURING PROCESSES ARE EXTREMELY COMPLEX AND SPECIALIZED.

Our manufacturing operations are complex and subject to disruption due to causes beyond our control. The fabrication of integrated circuits is an extremely complex and precise process consisting of hundreds of separate steps. It requires production in a highly controlled, clean environment. Minor impurities, errors in any step of the fabrication process, defects in the masks used to print circuits on a wafer or a number of other factors can cause a substantial percentage of wafers to be rejected or numerous die on each wafer not to function.

Our operating results are highly dependent upon our ability to produce integrated circuits at acceptable manufacturing yields. Our operations may be affected by lengthy or recurring disruptions of operations at any of our production facilities or those of our subcontractors. These disruptions may include electrical power outages, fire, earthquake, flooding or other natural disasters. Disruptions of our manufacturing operations could cause significant delays in shipments until we are able to shift the products from an affected facility or subcontractor to another facility or subcontractor.

In the event of these types of delays, we cannot assure you that the required alternate capacity, particularly wafer production capacity, would be available on a timely basis or at all. Even if alternate wafer production capacity is available, we may not be able to obtain it on favorable terms, which could result in higher costs and/or a loss of customers. We may be unable to obtain sufficient manufacturing capacity to meet demand, either at our own facilities or through external manufacturing or similar arrangements with others.

Due to the highly specialized nature of the gallium arsenide integrated circuit manufacturing process, in the event of a disruption at the Newbury Park, California or Woburn, Massachusetts semiconductor wafer fabrication facilities, alternate gallium arsenide production capacity would not be immediately available from third-party sources. These disruptions could have a material adverse effect on our business, financial condition and results of operations.

WE MAY NOT BE ABLE TO ACHIEVE MANUFACTURING YIELDS THAT CONTRIBUTE POSITIVELY TO OUR GROSS MARGIN AND PROFITABILITY.

Minor deviations in the manufacturing process can cause substantial manufacturing yield loss, and in some cases, cause production to be suspended. Manufacturing yields for new products initially tend to be lower as we complete product development and commence volume manufacturing, and typically increase as we bring the product to full production. Our forward product pricing includes this assumption of improving manufacturing yields and, as a result, material variances between projected and actual manufacturing yields will have a direct effect on our gross margin and profitability. The difficulty of forecasting manufacturing yields accurately and maintaining cost competitiveness through improving manufacturing yields will continue to be magnified by the increasing process complexity of manufacturing semiconductor products. Our manufacturing operations also will face pressures arising from the compression of product life cycles which will require us to manufacture new products faster and for shorter periods while maintaining acceptable manufacturing yields and quality without, in many cases, reaching the longer-term, high-volume manufacturing conducive to higher manufacturing yields and declining costs.

WE ARE DEPENDENT UPON THIRD PARTIES FOR THE MANUFACTURE, ASSEMBLY AND TEST OF OUR PRODUCTS.

We rely upon independent wafer fabrication facilities, called foundries, to provide silicon-based products and to supplement our gallium arsenide wafer manufacturing capacity. There are significant risks associated with reliance on third-party foundries, including:

- the lack of ensured wafer supply, potential wafer shortages and higher wafer prices;

- limited control over delivery schedules, manufacturing yields, production costs and product quality; and

- the inaccessibility of, or delays in obtaining access to, key process technologies.

Although we have long-term supply arrangements to obtain additional external manufacturing capacity, the third-party foundries we use may allocate their limited capacity to the production requirements of other customers. If we choose to use a new foundry, it will typically take an extended period of time to complete the qualification process before we can begin shipping products from the new foundry. The foundries may experience financial difficulties, be unable to deliver products to us in a timely manner or suffer damage or destruction to their facilities, particularly since some of them are located in earthquake zones. If any disruption of manufacturing capacity occurs, we may not have alternative manufacturing sources immediately available. We may therefore experience difficulties or delays in securing an adequate supply of our products, which could impair our ability to meet our customers' needs and have a material adverse effect on our operating results.

We also intend to utilize subcontractors to package, assemble and test a

portion of our products. Because we rely on others to package, assemble or test our products, we are subject to many of the same risks as are described above with respect to foundries.

WE ARE DEPENDENT UPON THIRD PARTIES FOR THE SUPPLY OF RAW MATERIALS AND COMPONENTS.

We believe we have adequate sources for the supply of raw materials and components for our manufacturing needs with suppliers located around the world. However, we are currently dependent on two suppliers for epitaxial wafers used in the gallium arsenide semiconductor manufacturing processes at our manufacturing facilities. Although in the past the number of qualified alternative suppliers for wafers has been limited and the process of qualifying a new wafer supplier has required a substantial lead-time, more epitaxial wafer capacity has recently become available and the supplier qualification process has become less lengthy and complex. Nevertheless, while we historically have not experienced any significant difficulties in obtaining an adequate supply of raw materials, including epitaxial wafers, and components necessary for our manufacturing operations, we cannot assure you that we will not lose a significant supplier or that a supplier will be able to meet performance and quality specifications or delivery schedules.

WE ARE SUBJECT TO THE RISKS OF DOING BUSINESS INTERNATIONALLY.

Historically, a substantial majority of the Company's net revenues from third parties were derived from customers located outside the United States, primarily countries located in the Asia-Pacific region and Europe. In addition, we have suppliers located outside the United States and third-party packaging, assembly and test facilities and foundries located in the Asia-Pacific region. Our international sales and operations are subject to a number of risks inherent in selling and operating abroad. These include, but are not limited to, risks regarding:

- currency exchange rate fluctuations;
- local economic and political conditions;
- disruptions of capital and trading markets;
- restrictive governmental actions (such as restrictions on transfer of funds and trade protection measures, including export
- duties and quotas and customs duties and tariffs);
- changes in legal or regulatory requirements;
- limitations on the repatriation of funds;
- difficulty in obtaining distribution and support;
- the laws and policies of the United States and other countries affecting trade, foreign investment and loans, and import or export licensing requirements;
- tax laws; and
- limitations on our ability under local laws to protect our intellectual property.

Because our international sales are denominated in U.S. dollars our products could become less competitive in international markets if the value of the U.S. dollar increases relative to foreign currencies. Moreover, we may be competitively disadvantaged relative to our competitors located outside the United States who may benefit from a devaluation of their local currency. We cannot assure you that the factors described above will not have a material adverse effect on our ability to increase or maintain our international sales.

OUR OPERATING RESULTS MAY BE NEGATIVELY AFFECTED BY SUBSTANTIAL QUARTERLY AND ANNUAL FLUCTUATIONS AND MARKET DOWNTURNS.

Our revenues, earnings and other operating results have fluctuated in the past and our revenues, earnings and other operating results may fluctuate in the future. These fluctuations are due to a number of factors, many of which are beyond our control. These factors include, among others:

- changes in end-user demand for the products (principally digital cellular handsets) manufactured and sold by our customers;
- the effects of competitive pricing pressures, including decreases in average selling prices of our products;
- production capacity levels and fluctuations in manufacturing yields;
- availability and cost of products from our suppliers;
- the gain or loss of significant customers;
- our ability to develop, introduce and market new products and technologies on a timely basis;
- new product and technology introductions by competitors;
- changes in the mix of products produced and sold;
- market acceptance of our products and our customers;
- intellectual property disputes;
- seasonal customer demand;
- the timing of receipt, reduction or cancellation of significant orders by customers; and
- the timing and extent of product development costs.

The foregoing factors are difficult to forecast, and these, as well as other factors, could materially adversely affect our quarterly or annual operating results. If our operating results fail to meet the expectations of analysts or investors, it could materially and adversely affect the price of our common stock.

OUR GALLIUM ARSENIDE SEMICONDUCTORS MAY NOT CONTINUE TO BE COMPETITIVE WITH SILICON ALTERNATIVES.

We manufacture and sell gallium arsenide semiconductors, principally power amplifiers and switches. The production of gallium arsenide integrated circuits is more costly than the production of silicon circuits. As a result, we must offer gallium arsenide products that provide superior performance to that of silicon for specific applications to be competitive with silicon products. If we do not continue to offer products that provide sufficiently superior performance to offset the cost differential, our operating results may be materially and adversely affected. It is expected that the costs of producing gallium arsenide integrated circuits will continue to exceed the costs associated with the production of silicon circuits. The costs differ because of higher costs of raw materials for gallium arsenide and higher unit costs associated with smaller-sized wafers and lower production volumes. Silicon semiconductor technologies are widely-used process technologies for certain integrated circuits and these technologies continue to improve in performance. We cannot assure you that we will continue to identify products and markets that require performance superior to that offered by silicon solutions.

THE VALUE OF OUR COMMON STOCK MAY BE ADVERSELY AFFECTED BY MARKET VOLATILITY.

The trading price of our common stock may fluctuate significantly. This price may be influenced by many factors, including:

- our performance and prospects;
- the performance and prospects of our major customers;
- the depth and liquidity of the market for our common stock;
- investor perception of us and the industry in which we operate;
- changes in earnings estimates or buy/sell recommendations by analysts;
- general financial and other market conditions; and
- domestic and international economic conditions.

Public stock markets have experienced, and are currently experiencing, extreme price and trading volume volatility, particularly in the technology sectors of the market. This volatility has significantly affected the market prices of securities of many technology companies for reasons frequently unrelated to or disproportionately impacted by the operating performance of these companies. These broad market fluctuations may adversely affect the market price of our common stock.

WE MAY BE SUBJECT TO CLAIMS OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR DEMANDS THAT WE LICENSE THIRD-PARTY TECHNOLOGY, WHICH COULD RESULT IN SIGNIFICANT EXPENSE AND PREVENT US FROM USING OUR TECHNOLOGY.

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. Any litigation to determine the validity of claims our products infringe or may infringe these rights, including claims arising from our contractual indemnification of our customers, regardless of their merit or resolution, could be costly and divert the efforts and attention of our management and technical personnel. Regardless of the merits of any specific claim, we cannot assure you that we would prevail in litigation because of the complex technical issues and inherent uncertainties in intellectual property litigation. If litigation were to result in an adverse ruling, we could be required to:

- pay substantial damages;
- cease the manufacture, import, use, sale or offer for sale of infringing products;
- discontinue the use of infringing technology;
- expend significant resources to develop non-infringing technology; or
- license technology from the third party claiming infringement, which license may not be available on commercially reasonable terms.

IF WE ARE NOT SUCCESSFUL IN PROTECTING OUR INTELLECTUAL PROPERTY RIGHTS, IT MAY HARM OUR ABILITY TO COMPETE.

We rely on patent, copyright, trademark, trade secret and other intellectual property laws, as well as nondisclosure and confidentiality agreements and other methods, to protect our proprietary technologies, devices, algorithms and processes. In addition, we often incorporate the intellectual property of our customers, suppliers or other third parties into our designs, and we have obligations with respect to the non-use and non-disclosure of such third-party intellectual property. In the future, it may be necessary to engage in litigation or like activities to enforce our intellectual property rights, to protect our trade secrets or to determine the validity and scope of proprietary rights of others, including our customers. This could require us to expend significant resources and to divert the efforts and attention of our management and technical personnel from our business operations. We cannot assure you that:

- the steps we take to prevent misappropriation, infringement or other violation of our intellectual property or the intellectual property of our customers, suppliers or other third parties will be successful;
- any existing or future patents, copyrights, trademarks, trade secrets or other intellectual property rights will not be challenged, invalidated or circumvented; or
- any of the measures described above would provide meaningful protection.

Despite these precautions, it may be possible for a third party to copy or otherwise obtain and use our technology without authorization, develop similar technology independently or design around our patents. If any of our patents fails to protect our technology, it would make it easier for our competitors to offer similar products. In addition, effective patent, copyright, trademark and trade secret protection may be unavailable or limited for certain technologies and in certain foreign countries.

OUR SUCCESS DEPENDS, IN PART, ON OUR ABILITY TO EFFECT SUITABLE INVESTMENTS, ALLIANCES AND ACQUISITIONS, AND WE MAY HAVE DIFFICULTY INTEGRATING COMPANIES WE ACQUIRE. THE COMPANY'S MERGER WITH THE WIRELESS BUSINESS OF CONEXANT PRESENTS SUCH RISKS.

Although we intend to invest significant resources in internal research and development activities, the complexity and rapidity of technological changes and the significant expense of internal research and development make it impractical

for us to pursue development of all technological solutions on our own. On an ongoing basis, we intend to review investment, alliance and acquisition prospects that would complement our product offerings, augment our market coverage or enhance our technological capabilities. However, we cannot assure you that we will be able to identify and consummate suitable investment, alliance or acquisition transactions in the future.

Moreover, if we consummate such transactions, they could result in:

- issuances of equity securities dilutive to our stockholders;
- large one-time write-offs;
- the incurrence of substantial debt and assumption of unknown liabilities;
- the potential loss of key employees from the acquired company;

- amortization expenses related to intangible assets; and
- the diversion of management's attention from other business concerns.

Additionally, in periods following an acquisition, we will be required to evaluate goodwill and acquisition-related intangible assets for impairment. When such assets are found to be impaired, they will be written down to estimated fair value, with a charge against earnings.

Integrating acquired organizations and their products and services may be difficult, expensive, time-consuming and a strain on our resources and our relationship with employees and customers and ultimately may not be successful.

WE MAY BE RESPONSIBLE FOR PAYMENT OF A SUBSTANTIAL AMOUNT OF U.S. FEDERAL INCOME TAXES IF CONEXANT'S SPIN-OFF OF WASHINGTON SUB DOES NOT QUALIFY AS A REORGANIZATION FOR U.S. FEDERAL INCOME TAX PURPOSES AS A RESULT OF CERTAIN ACQUISITIONS OF STOCK BY US.

In connection with Conexant's spin-off of Washington Sub prior to the merger of Washington Sub into Alpha, Conexant sought and received a ruling from the Internal Revenue Service to the effect that the spin-off qualified as a reorganization for U.S. federal income tax purposes. While the tax ruling generally will be binding on the Internal Revenue Service, the continuing validity of the ruling will be subject to certain factual representations and assumptions.

A tax allocation agreement among Conexant, Washington Sub and Alpha generally provides that we will be responsible for any taxes imposed on Conexant, Washington Sub or Conexant stockholders as a result of either:

- the failure of Conexant's spin-off of Washington Sub to qualify as a reorganization for U.S. federal income tax purposes, or

- the subsequent disqualification of the distribution of Washington Sub common stock to Conexant stockholders in connection with the spin-off of Washington Sub as a tax-free transaction to Conexant for U.S. federal income tax purposes,

if such failure or disqualification is attributable to certain post-spin-off actions by or in respect of Skyworks Solutions (including our subsidiaries) or our stockholders, such as the acquisition of Skyworks Solutions by a third party at a time and in a manner that would cause such failure or disqualification. For example, even if the spin-off otherwise qualifies as a reorganization for U.S. federal income tax purposes, the distribution of the Washington Sub common stock to Conexant stockholders in connection with the spin-off may be disqualified as tax-free to Conexant if there is an acquisition of our stock as part of a plan (or series of related transactions) that includes the spin-off and that results in a deemed acquisition of 50% or more of Washington Sub common stock. For purposes of this test, any acquisitions of Conexant stock or Skyworks Solutions stock within two years before or after the spin-off are presumed to be part of such a plan, although we or Conexant may be able to rebut that presumption. Also for purposes of this test, the merger will be treated as resulting in a deemed acquisition by Alpha stockholders of approximately 33% of Washington Sub common stock. The process for determining whether a change of ownership has occurred under the tax rules is complex and uncertain. If we do not carefully monitor our compliance with these rules, we might inadvertently cause or permit a change of ownership to occur, triggering our obligation to indemnify Conexant pursuant to the tax allocation agreement. In addition, our indemnity obligation could discourage or prevent a third party from making a proposal to acquire Skyworks Solutions.

If we were required to pay any of the taxes described above, the payment would be very substantial and would be expected to have a material adverse effect on our business, financial condition, results of operations and cash flow.

WE MAY BE AFFECTED BY SIGNIFICANT RESTRICTIONS WITH RESPECT TO ISSUANCE OF OUR EQUITY SECURITIES FOR TWO YEARS AFTER CONEXANT'S SPIN-OFF OF WASHINGTON SUB.

Even if Conexant's spin-off of Washington Sub otherwise qualifies as a reorganization within the meaning of Sections 355 and 368 of the Internal Revenue Code of 1986, the distribution of Washington Sub common stock to Conexant stockholders in connection with the spin-off may be disqualified as tax-free to Conexant under Section 355(e) of the Internal Revenue Code if 50% or more of the stock of Conexant or the Company is acquired as part of a plan (or series of related transactions) that includes the spin-off. For this purpose, any acquisitions of Conexant stock or our stock within two years before or after the spin-off transaction are presumed to be part of such a plan, although Conexant or we may be able to rebut that presumption. The merger was treated as resulting in a deemed acquisition by Alpha stockholders of approximately 33% of Washington Sub common stock. The process for determining whether a change of ownership has occurred under the tax rules is complex. Section 355(e) is a relatively new provision of law. Accordingly, little guidance exists regarding its interpretation. In particular, there is uncertainty over the analysis to be used to determine whether transactions are part of a plan (or series of related transactions). In addition, such a determination is inherently factual and subject to the interpretation of the facts and circumstances of a particular

case. If an acquisition of Conexant stock or our stock triggers the application of Section 355(e), Conexant would recognize taxable gain but the spin-off would generally be tax-free to Conexant stockholders. Under the tax allocation agreement, we would be required to indemnify Conexant against that taxable gain incurred if Conexant's spin-off of Washington Sub from Conexant is disqualified as tax-free to Conexant stockholders, if it were triggered by actions by or in respect of us (including our subsidiaries) or our stockholders.

Because of the change in control limitation imposed by Section 355(e) of the Internal Revenue Code of 1986, we may be limited in the amount of stock that we can issue to make acquisitions or to raise additional capital in the two years subsequent to the merger. Also, our indemnity obligation to Conexant might discourage, delay or prevent a change of control during this two year period that stockholders may consider favorable.

CERTAIN PROVISIONS IN OUR ORGANIZATIONAL DOCUMENTS AND DELAWARE LAW MAY MAKE IT DIFFICULT FOR SOMEONE TO ACQUIRE CONTROL OF US.

We have certain anti-takeover measures that may affect our common stock. Our restated certificate of incorporation, as amended, and our second amended and restated by-laws and the Delaware General Corporation Law contain several provisions that would make more difficult an acquisition of control of us in a transaction not approved by our board of directors. Our certificate of incorporation and by-laws include provisions such as:

- the division of our board of directors into three classes to be elected on a staggered basis, one class each year;

- the ability of our board of directors to issue shares of preferred stock in one or more series without further authorization of stockholders;

- a prohibition on stockholder action by written consent;

- elimination of the right of stockholders to call a special meeting of stockholders;

- a requirement that stockholders provide advance notice of any stockholder nominations of directors or any proposal of new business to be considered at any meeting of stockholders;

- a requirement that the affirmative vote of at least 66 2/3% of our shares be obtained to amend or repeal any provision of the by-laws or the provision of our certificate of incorporation relating to amendments to the by-laws;

- a requirement that the affirmative vote of at least 80% of our shares be obtained to amend or repeal the provisions of our certificate of incorporation relating to the election and removal of directors, the classified board or the right to act by written consent;

- a requirement that the affirmative vote of at least 80% of our shares be obtained for business combinations unless approved by a majority of the members of the board of directors and, in the event that the other party to the business combination is the beneficial owner of 5% or more of our shares, a majority of the members of board of directors in office prior to the time such other party became the beneficial owner of 5% or more of our shares;

- a fair price provision; and

- a requirement that the affirmative vote of at least 90% of our shares be obtained to amend or repeal the fair price provision.

In addition to the provisions in our certificate of incorporation and by-laws, Section 203 of the Delaware General Corporation Law generally provides that a corporation shall not engage in any business combination with any interested stockholder during the three-year period following the time that such stockholder becomes an interested stockholder, unless a majority of the directors then in office approves either the business combination or the transaction that results in the stockholder becoming an interested stockholder or specified stockholder approval requirements are met.

WE MAY BE LIABLE FOR PENALTIES UNDER ENVIRONMENTAL LAWS, RULES AND REGULATIONS, WHICH COULD ADVERSELY IMPACT OUR BUSINESS.

We have used, and will continue to use, a variety of chemicals in manufacturing operations and have been or will be subject to a wide range of environmental protection regulations in the United States. While we have not experienced any material adverse effect on our operations as a result of such regulations, we cannot assure you that current or future regulations would not have a material adverse effect on our business, financial condition and results of operations.

Environmental regulations often require parties to fund remedial action regardless of fault. Consequently, it is often difficult to estimate the future impact of environmental matters, including potential liabilities. We cannot assure you that the amount of expense and capital expenditures that might be required to satisfy environmental liabilities, to complete remedial actions and to continue to comply with applicable environmental laws will not have a material adverse effect on our business, financial condition and results of operations.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale of our common stock by the selling stockholder. The principal purpose of this offering is to effect an orderly disposition of the selling stockholder's shares.

SELLING STOCKHOLDER

We are registering for resale certain shares of our common stock issuable to the selling stockholder identified below upon the exercise of a warrant to purchase common stock issued by us to the selling stockholder on June 25, 2002, in connection with the consummation of the merger with Conexant. The following table sets forth:

- the name of the selling stockholder;
- the number and percent of shares of our common stock that the selling stockholder beneficially owned prior to the offering for resale of any of the shares of our common stock being registered by the registration statement of which this prospectus is a part;
- the number of shares of our common stock that may be offered for resale for the account of the selling stockholder pursuant to this prospectus; and
- the number and percent of shares of our common stock to be held by the selling stockholder after the offering of the resale shares (assuming all of the resale shares are sold by the selling stockholder).

This information is based upon information provided by the selling stockholder and assumes the sale of all of the resale shares by the selling stockholder. The term selling stockholder includes the stockholder listed below and its transferees, pledgees, donees or other successors. The applicable percentages of ownership are based on an aggregate of 137,576,508 shares of our common stock issued and outstanding as of August 28, 2002.

	SHARES BENEFICIALLY OWNED PRIOR TO OFFERING		NUMBER OF SHARES BEING	SHARES BENEFICIALLY OWNED AFTER OFFERING	
SELLING STOCKHOLDER	NUMBER	PERCENT	OFFERED	NUMBER	PERCENT
Jazz Semiconductor, Inc. 4321 Jamboree Road Newport Beach, CA 92660	1,017,900	*	1,017,900	0	*

* Less than 1%.

PLAN OF DISTRIBUTION

The selling stockholder may sell the resale shares from time to time in one or more transactions at:

- fixed prices;
- market prices at the time of sale;
- varying prices determined at the time of sale; or
- negotiated prices.

The selling stockholder will act independently of us in making decisions regarding the timing, manner and size of each sale. The selling stockholder may effect these transactions by selling the resale shares to or through broker-dealers. Broker-dealers engaged by the selling stockholder may arrange for other broker-dealers to participate in the resales. The resale shares may be sold in one or more of the following transactions:

- a block trade in which a broker-dealer attempts to sell the shares as agent but may resell a portion of the block as principal to facilitate the transaction;
- a purchase by a broker-dealer as principal and resale by the broker-dealer for its account under this prospectus;
- an exchange distribution in accordance with the rules of the exchange;
- ordinary brokerage transactions and transactions in which a broker solicits purchasers;
- privately negotiated transactions; and
- a combination of any of the above transactions.

We may amend or supplement this prospectus from time to time to describe a specific plan of distribution. If the plan of distribution involves an arrangement with a broker-dealer for the sale of shares through a block trade, special offering, exchange distribution or secondary distribution, or a purchase by a broker-dealer, the supplement will disclose:

- the name of the selling security holder and the participating broker-dealer;
- the number of shares involved;
- the price at which the shares were sold;
- the commissions paid or discounts or concessions allowed to the broker-dealer;
- that the broker-dealer did not conduct any investigation to verify the information contained or incorporated by reference in this prospectus; and
- other facts material to the transaction.

The selling stockholder may enter into hedging transactions with broker-dealers in connection with distributions of the resale shares. In these transactions, broker-dealers may engage in short sales of the shares to offset the positions they assume with the selling stockholder. The selling stockholder also may sell shares short and redeliver the shares to close out their short positions. The selling stockholder may enter into option or other transactions with broker-dealers which require the delivery to the broker-dealer of the resale shares. The broker-dealer may then resell or otherwise transfer the shares under this prospectus. The selling stockholder also may loan or pledge the resale shares to a broker-dealer. The broker-dealer may sell the loaned or pledged shares under this prospectus.

Broker-dealers or agents may receive compensation from the selling stockholder in the form of commissions, discounts or concessions. Broker-dealers or agents may also receive compensation from the purchasers of the resale shares for whom they act as agents or to whom they sell as principals, or both. A broker-dealer's compensation will be negotiated in connection with the sale and may exceed the broker-dealer's customary commissions. Broker-dealers, agents or the selling stockholder may be deemed to be underwriters within the meaning of the Securities Act in connection with sales of the resale shares. Any commission, discount or concession received by these broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting discounts or commissions under the Securities Act.

Because the selling stockholder may be deemed to be an underwriter within the meaning of the Securities Act, it may be subject to the prospectus delivery

requirements of the Securities Act. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than under this prospectus. The selling stockholder has

advised us that it has not entered into any agreements, understandings or arrangements with any underwriter or broker-dealer regarding the sale of the resale shares. There is no underwriter or coordinating broker acting in connection with the proposed sale of the resale shares by the selling stockholder.

We agreed to keep this prospectus effective until the earlier of (i) the expiration of the exercise period under the warrant, which is January 20, 2005 (unless sooner terminated in accordance with the terms of the warrant) or (ii) when all of the shares have been sold pursuant to the prospectus. The resale shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states the resale shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale shares may not simultaneously engage in market-making activities with respect to our common stock for a period of two business days prior to the commencement of the distribution. In addition, the selling stockholder will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of shares of our common stock by the selling stockholder or any other person. We will make copies of this prospectus available to the selling stockholder and have informed it of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale.

The Company will pay all costs, expenses and fees associated with the registration of the resale shares, subject to reimbursement by Conexant Systems, Inc. in accordance with the terms of the warrant issued to the selling stockholder. The selling stockholder will pay all commissions and discounts, if any, associated with the sale of the resale shares. The selling stockholder may agree to indemnify any broker-dealer or agent that participates in sales of the resale shares against specified liabilities, including liabilities arising under the Securities Act. The selling stockholder has agreed to indemnify certain persons, including broker-dealers and agents, against specified liabilities in connection with the offering of the resale shares, including liabilities arising under the Securities Act.

MATERIAL CHANGES

On June 25, 2002, Alpha merged with Washington Sub, a company formed by Conexant and to which Conexant contributed the assets, liabilities (including liabilities relating to former operations) and operations of Conexant's wireless communications business, other than certain assets and liabilities retained by Conexant (the Washington Business). After the merger, Alpha, which was the surviving company in the merger, changed its corporate name to Skyworks Solutions, Inc. Immediately following completion of the merger, Skyworks Solutions, Inc. purchased Conexant's semiconductor assembly and test facility located in Mexicali, Mexico for an aggregate purchase price of $150 million (the Mexicali Operations). The merger has been accounted for as a reverse acquisition whereby Washington Sub was treated as the acquirer and Alpha as the acquiree, whereby the historical financial statements of the Washington Business and Mexicali Operations became the historical financial statements of the Company after the merger.

The audited Combined Financial Statements and Schedule of the Washington Business and the Mexicali Operations for each of the three years in the period ended September 30, 2001 and the related Management's Discussion and Analysis of the Financial Condition and Results of Operations of the Washington Business and the Mexicali Operations for such period were previously filed with the Securities and Exchange Commission as part of the proxy statement/prospectus-information statement included in Alpha Industries' Registration Statement on Form S-4, as amended (Registration No. 333-83768), filed with the Securities and Exchange Commission on May 10, 2002, and are incorporated herein by reference.

The unaudited Condensed Combined Financial Statements and notes thereto of the Washington Business and the Mexicali Operations as of and for the six months ended March 31, 2002 and the related Management's Discussion and Analysis of the Financial Condition and Results of Operations of the Washington Business and the Mexicali Operations for such period, the unaudited Pro Forma Condensed Combined Financial Information of the Washington Business and the Mexicali Operations, reflecting the contribution of the Washington Business and the Mexicali Operations to Washington Sub and the spin-off of Washington Sub by Conexant, which we refer to collectively as the spin-off transaction, as if they had been completed on March 31, 2002, and the unaudited Pro Forma Condensed Combined Financial Information of Alpha and Washington Sub, reflecting the spin-off transaction and the merger as if they had been completed as of October 1, 2000 for statement of operations data and as of March 31, 2002 for balance sheet data, were all previously filed with the Securities and Exchange Commission on our Registration Statement on Form S-3 (Registration No. 333-92394), on July 15, 2002, and are incorporated herein by reference.

The unaudited Condensed Combined Financial Statements and notes thereto of the combined company, Skyworks Solutions, Inc. as of and for the quarter and nine months ended June 30, 2002, reflecting the operating results of the Washington Business and the Mexicali Operations for all periods presented and the operating results of Alpha for the three days following the date of acquisition (June 25, 2002) through the end of the period, and the related Management's Discussion and Analysis of the Financial Condition and Results of Operations of Skyworks Solutions, Inc. for such period, were previously filed with the Securities and Exchange Commission on our Quarterly Report on Form 10-Q, on July 15, 2002, and are incorporated herein by reference.

LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by Testa, Hurwitz & Thibeault, LLP, Boston, Massachusetts.

EXPERTS

The consolidated financial statements of Alpha Industries, Inc. as of March 31, 2002 and April 1, 2001 and for each of the years in the three-year period ended March 31, 2002 have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent accountants, and upon the authority of said firm as experts in accounting and auditing.

The combined financial statements and the related financial statement schedule of the Washington Business and the Mexicali Operations of Conexant Systems, Inc. as of September 30, 2000 and 2001 and for each of the three years in the period ended September 30, 2001 incorporated in this prospectus by reference to Alpha Industries' Registration Statement on Form S-4, as amended, dated May 10, 2002, have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the Securities and Exchange Commission. You may read and copy any document we file with the Securities and Exchange Commission at the Security and Exchange Commission's public reference room in Washington, D.C. and Chicago, Illinois. Please call the Securities and Exchange Commission at 1-800-SEC-0330 for further information on the operation of the public reference rooms. Our Securities and Exchange Commission filings are also available to the public at the Securities and Exchange Commission's web site at http://www.sec.gov.

We have filed with the Securities and Exchange Commission a registration statement (which term includes all amendments, exhibits and schedules thereto) on Form S-3 under the Securities Act with respect to the shares offered by this prospectus. This prospectus does not contain all the information set forth in the registration statement because certain information has been incorporated into the registration statement by reference in accordance with the rules and regulations of the Securities and Exchange Commission. Please review the documents incorporated by reference for a more complete description of the matters to which such documents relate. The registration statement may be inspected at the public reference facilities maintained by the Securities and Exchange Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549 and is available to you on the Securities and Exchange Commission's web site.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses payable by Skyworks Solutions in connection with the sale of common stock being registered. All amounts are estimates except for the Securities and Exchange Commission registration fee.

SEC Registration Fees.....	$ 453.26
Legal Fees and Expenses.....	15,000.00
Accounting Fees and Expenses.....	8,000.00
Miscellaneous.....	1,000.00
Total.....	$ 24,453.26

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the Delaware General Corporation Law provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. A Delaware corporation may indemnify any person in connection with a proceeding by or in the right of the corporation to procure judgment in its favor against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action, except that indemnification shall not be made in respect thereof if such person shall have been adjudged to be liable to the corporation unless, and then only to the extent that, a court of competent jurisdiction shall determine upon application that despite such adjudication such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. A Delaware corporation may pay for the expenses, including attorneys' fees, incurred by a director or officer in defending a proceeding in advance of the final disposition upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's bylaws, disinterested director vote, stockholder vote, agreement, or otherwise.

Under the Delaware General Corporation Law, to the extent that a person is successful on the merits or otherwise in defense of a suit or proceeding brought against such person by reason of the fact that such person is or was a director, officer, employee or agent of Skyworks Solutions or is or was serving at the request of Skyworks Solutions as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred in connection with such action.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) payment of unlawful dividends or unlawful stock purchases or redemptions, or (iv) any transaction from which the director derived an improper personal benefit. Our restated certificate of incorporation as amended provides that no director of Skyworks Solutions shall be liable to Skyworks Solutions or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for (i) any breach of the director's duty of loyalty to us or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law, or (iv) any transaction from which the director derived an improper personal benefit.

The Delaware General Corporation Law permits the purchase of insurance on behalf of directors and officers against any liability asserted against directors and officers and incurred by such persons in such capacity, whether or

not the corporation would have the power to indemnify such person against such liability. Our by-laws permit us to purchase and maintain insurance on behalf of our directors, officers and certain other parties against any liability asserted against and incurred by such person in such capacity, whether or not we would have the power to indemnify such person against such liability.

In addition, we maintain a directors' and officers' liability insurance policy.

ITEM 16. EXHIBITS

(a) The following exhibits are filed herewith or incorporated herein by reference:

EXHIBIT NO.	
4	Specimen Certificate for Registrant's Common Stock which is incorporated herein by reference to Exhibit 4 to the Registrant's Registration Statement on Form S-3 (Registration No. 333-92394) filed with the Commission on July 15, 2002
5	Legal Opinion of Testa, Hurwitz and Thibeault, LLP
23.a	Consent of KPMG LLP
23.b	Consent of Deloitte & Touche LLP
23.c	Consent of Testa, Hurwitz and Thibeault, LLP (included in the opinion filed as Exhibit 5)
24	Power of Attorney (included on signature page to this Registration Statement)
99	Warrant, dated as of June 25, 2002, issued to Jazz Semiconductor, Inc.

(b) Financial Statement Schedules

None.

(c) Report, Opinion or Appraisal.

See Exhibit 5.

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act

of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Woburn, Commonwealth of Massachusetts, on August 29, 2002.

SKYWORKS SOLUTIONS, INC.

By: /s/ DAVID J. ALDRICH

David J. Aldrich
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the persons whose signatures appear below, constitute and appoint David J. Aldrich, President and Chief Executive Officer, Paul E. Vincent, Vice President, Chief Financial Officer and Treasurer, and Daniel N. Yannuzzi, Vice President and General Counsel, and each of them individually, as their true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for them in their names, places and steads, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to sign any subsequent registration statements filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and any and all amendments thereto, and to file the same, with all exhibits thereto, and the other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as they might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons on behalf of Skyworks Solutions, Inc. in the capacities indicated on August 29, 2002.

	TITLE
/s/ DAVID J. ALDRICH David J. Aldrich	President and Chief Executive Officer and Director (Principal Executive Officer)
/s/ PAUL E. VINCENT Paul E. Vincent	Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)
Dwight W. Decker	Chairman of the Board of Directors
Donald R. Beall	Director
/s/ MOIZ M. BEGUWALA Moiz M. Beguwala	Director
/s/ TIMOTHY M. FUREY Timothy M. Furey	Director
/s/ BALAKRISHNAN S. IYER Balakrishnan S. Iyer	Director
Thomas C. Leonard	Director
/s/ DAVID J. MCLACHLAN David J. McLachlan	Director

INDEX TO EXHIBITS

EXHIBIT NO.	
4	Specimen Certificate for Registrant's Common Stock which is incorporated herein by reference to Exhibit 4 to the Registrant's Registration Statement on Form S-3 (Registration No. 333-92394) filed with the Commission on July 15, 2002
5	Legal Opinion of Testa, Hurwitz and Thibeault, LLP
23.a	Consent of KPMG LLP
23.b	Consent of Deloitte & Touche LLP
23.c	Consent of Testa, Hurwitz and Thibeault, LLP (included in the opinion filed as Exhibit 5)
24	Power of Attorney (included on signature page to this Registration Statement)
99	Warrant, dated as of June 25, 2002, issued to Jazz Semiconductor, Inc.

EXHIBIT 5

August 26, 2002

Skyworks Solutions, Inc.
20 Sylvan Road
Woburn, MA 01801

RE: Registration Statement on Form S-3
Relating to 1,017,900 shares of Common Stock

Dear Sir or Madam:

We are counsel to Skyworks Solutions, Inc., a Delaware corporation (the "Company"), and have represented the Company in connection with the preparation and filing of the Company's Registration Statement on Form S-3 (the "Registration Statement"), on or about the date hereof, covering the resale to the public of up to 1,017,900 shares of the Company's common stock, $0.25 par value per share (the "Shares"), which may be issued upon the exercise of an outstanding warrant issued to Jazz Semiconductor, Inc. on June 25, 2002 (the "Warrant").

We have reviewed the corporate proceedings taken and proposed to be taken by the Board of Directors of the Company with respect to the authorization and issuance of the Shares. We have also examined and relied upon originals or copies, certified or otherwise authenticated to our satisfaction, of all corporate records, documents, agreements or other instruments of the Company and have made all investigations of law and have discussed with the Company's officers all questions of fact that we have deemed necessary or appropriate.

We are members only of the Bar of the Commonwealth of Massachusetts and are not experts in, and express no opinion regarding, the laws of any jurisdiction other than the Commonwealth of Massachusetts and the United States of America, and the General Corporation Law of the State of Delaware.

Based upon and subject to the foregoing, we are of the opinion that the Shares when issued and paid for in accordance with the terms of the Warrant will be legally issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement and to the reference to our firm in the Prospectus contained in the Registration Statement under the caption "Legal Matters."

Very truly yours,

/s/ TESTA, HURWITZ & THIBEAULT, LLP

EXHIBIT 23.a

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

The Board of Directors
Skyworks Solutions, Inc.:

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated April 30, 2002, except for Notes 12 and 13 which are as of June 25, 2002, on the consolidated financial statements of Alpha Industries, Inc. and subsidiaries as of March 31, 2002 and April 1, 2001 and for each of the years in the three-year period ended March 31, 2002 and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Boston, Massachusetts
August 27, 2002

EXHIBIT 23.b

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Skyworks Solutions, Inc. on Form S-3 of our report dated February 14, 2002, relating to the combined financial statements of the Washington Business and Mexicali Operations of Conexant Systems, Inc. as of September 30, 2000 and 2001, and for each of the three years in the period ended September 30, 2001, appearing in Registration Statement No. 333-83768 on Form S-4 of Alpha Industries, Inc., and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP
- ------------------------------
Deloitte & Touche LLP

Costa Mesa, California
August 27, 2002

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

ALPHA INDUSTRIES, INC.

WARRANT TO PURCHASE COMMON STOCK

JUNE 25,2002

THIS CERTIFIES THAT, for value received, Jazz Semiconductor, Inc., with its principal address at 4321 Jamboree Road in Newport Beach, California (the "HOLDER"), is entitled to subscribe for and purchase, at the Exercise Price (defined below) from Alpha Industries, Inc., with its principal office at 20 Sylvan Road, Woburn, Massachusetts (the "COMPANY"), One Million Seventeen Thousand Nine Hundred (1,017,900) shares of the Common Stock (as defined below), subject to adjustment as provided herein.

Reference is made to the Warrant to Purchase Common Stock dated March 12, 2002 (the "CONEXANT WARRANT") by Conexant Systems, Inc. ("CONEXANT") in favor of the Holder. In connection with the distribution (the "DISTRIBUTION") by Conexant to the holders of Common Stock, par value $1 per share, of Conexant of issued and outstanding shares of Common Stock, par value $.01 per share ("WASHINGTON COMMON STOCK"), of Washington Sub, Inc. ("WASHINGTON"), the Conexant Warrant has been adjusted so that in addition to the Conexant Warrant (with appropriate adjustments to the Conexant Warrant), the Holder holds a warrant to purchase Washington Common Stock (the "WASHINGTON WARRANT"). In connection with the merger of Washington with and into the Company, the Washington Warrant is hereby cancelled and replaced with this Warrant.

1. DEFINITIONS. As used herein, the following terms shall have the following respective meanings:

(A) "Closing Price", with respect to any security on any day, means (i) if such security is listed or admitted for trading on a national securities exchange, the reported last sales price regular way for such security on such day or, (ii) if not listed or admitted for trading on a national securities exchange, the last reported sales price for such security on such day as reported by the National Association of Securities Dealers, Inc. Automatic Quotation System - National Market System or (iii) if not so reported or listed or admitted for trading, the last quoted sales price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market on such day as reported by any New York Stock Exchange member firm reasonably selected by the Company for such purpose.

(b) "Common Stock" means (i) the Common Stock, par value $0.25 per share, of the Company, or (ii) any class or series of stock into which such common stock shall have been changed or any stock resulting from any reclassification of such common stock.

(c) "Exercise Period" shall mean the period commencing on September 11,2002 and ending on the date that is 20 days after the earlier of (i) December 31, 2004 and (ii) the date on which a Termination Event (as defined below) occurs.

(d) "Exercise Price" shall mean $24.02 per share, subject to adjustment pursuant to Section 5 below.

(e) "Exercise Shares" shall mean the shares of the Common Stock issuable upon exercise of this Warrant.

(f) "Fair Market Value" means the fair market value of the asset, property or security in question, as determined in good faith by the Board of Directors of the Company; provided, however, that the fair market value of any security for which a Closing Price is available shall be the Market Price of such security.

(g) "Market Price" with respect to any security on any day means the average of the daily Closing Prices of a share or unit of such security for the 15 consecutive trading days ending on the most recent trading day for which a Closing Price is available; provided, however, that in the event that, in the case of Common Stock, the Market Price is determined during a period following the announcement by the Company of (A) a dividend or distribution of Common Stock, or (B) any subdivision, combination or reclassification of Common Stock, or the record date for such subdivision, combination or reclassification, then, and in each such case, the Market Price shall be appropriately adjusted to reflect the current market price per share equivalent of Common Stock.

(h) "Nasdaq" shall mean The Nasdaq Stock Market, Inc.

2. EXERCISE OF WARRANT.

(a) This Warrant may be exercised at any time and from time to time during the Exercise Period (in whole or in part) according to the schedule set forth in Section 2(b) below, by delivery of the following to the Company at its address set forth above (or at such other address as it may designate by notice in writing to the Holder):

(i) An executed Notice of Exercise in the form attached hereto;

(ii) Payment of the Exercise Price with respect to the number of shares of Common Stock for which this Warrant is then being exercised, which payment shall be made (at the option of the Holder) (A) in cash or by wire transfer of immediately available funds or (B) by delivery of a notice to the Company that the Holder is exercising this Warrant by authorizing the Company to reduce the number of shares of Common Stock subject to this Warrant by that number of shares of Common Stock having a Fair Market Value equal to the aggregate Exercise Price then payable for the shares of Common Stock for which this Warrant is then being exercised; and

(iii) This Warrant.

(b) This Warrant shall be exercisable as follows:

(i) This Warrant may be exercised with respect to one-fourth (l/4) of the Exercise Shares at any time during the Exercise Period;

(ii) This Warrant may be exercised with respect to an additional one-fourth (l/4) of the Exercise Shares at any time after March 11, 2003 (which Exercise Shares shall be in addition to that number of shares that may be issued upon exercise of this Warrant pursuant to clause (i) of this Section 2(b));

(iii) This Warrant may be exercised with respect to an additional one-fourth (l/4) of the Exercise Shares at any time after September 11, 2003 (which Exercise Shares shall be in addition to that number of shares issuable upon exercise of this Warrant pursuant to clauses (i) and (ii) of this Section 2(b)); and

(iv) This Warrant may be exercised with respect to an additional one-fourth (l/4) of the Exercise Shares at any time after March 11, 2004 (which Exercise Shares shall be in addition to that number of shares issuable upon exercise of this Warrant pursuant to clauses (i), (ii) and (iii) of this Section 2(b));

provided, however, that this Warrant shall become exercisable with respect to all of the Exercise Shares immediately prior to the closing of a Termination Event. For purposes of this Warrant, "TERMINATION EVENT" shall mean any transaction, occurrence or event where, in connection therewith, Stock Appreciation Rights granted under the Stock Appreciation Rights Plan of Holder dated as of March 12, 2002 (the "SAR PLAN") become fully vested and exercisable pursuant to such plan. To the extent this Warrant has not been exercised on or prior to the end of the Exercise Period, this Warrant will expire and thereafter be null and void.

(c) Upon the exercise of this Warrant, a certificate or certificates for the Exercise Shares so purchased, registered in the name of the Holder shall be issued and delivered to the Holder within a reasonable time after this Warrant shall have been so exercised but in any event within ten (10) business days. If this Warrant shall have been exercised only in part, the Company shall, at the time of delivery of such certificate or certificates, deliver to the Holder a new Warrant evidencing the right to purchase the remaining shares of Common Stock called for by this Warrant, which new Warrant shall in all other respects be identical to this Warrant.

(d) The Holder shall be deemed to have become the holder of record of the Exercise Shares to be issued upon any exercise of this Warrant on the date on which this Warrant was surrendered and payment of the Exercise Price was made, irrespective of the date of delivery of such certificate or certificates, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are closed, such person shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open.

(e) The Company shall pay and solely be responsible for any and all costs, fees, commissions or other payments payable or otherwise accruing in connection with the exercise of this Warrant.

3. COVENANTS OF THE COMPANY.

3.1 COVENANTS AS TO EXERCISE SHARES.

The Company covenants and agrees that all Exercise Shares that may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be validly issued and outstanding, fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issuance thereof. The Company further covenants and agrees that the Company will at all times during the Exercise Period have authorized and reserved, free from preemptive rights, a sufficient number of shares of Common Stock to provide for the exercise of this Warrant.

3.2 NO IMPAIRMENT. Except and to the extent as waived or consented to by the Holder, the Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Warrant and in the taking of all such action as may be necessary or appropriate in order to protect the exercise rights of the Holder against impairment.

3.3 NOTICES OF RECORD DATE. In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend which is the same as cash dividends paid in previous quarters) or other distribution, the Company shall mail to the Holder, at least five (5) days prior to the date on which any such record is to be taken for the purpose of such dividend or distribution, a notice thereof.

3.4 REGISTRATION OF EXERCISE SHARES. The Exercise Shares shall be registered by the Company pursuant to the Registration Rights Provisions attached hereto as Exhibit A. The terms of Exhibit A constitute a legally binding and enforceable agreement between the Company and the Holder.

3.5 DISPOSITION OF WARRANT AND EXERCISE SHARES.

(a) The Holder agrees not to make any disposition of all or any part of the Warrant or Exercise Shares except in accordance with Section 8 hereof and unless and until:

(i) The Holder shall be entitled to rely on an exemption from registration under the Act for such disposition; or

(ii) There is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with said registration statement.

(b) The Holder understands and agrees that all certificates evidencing Exercise Shares may bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

Such legend shall be removed by the Company at the request of the Holder in connection with any sale which the Company reasonably determines to be pursuant to an effective registration statement under the Act or pursuant to a valid exemption from the registration requirements of the Act.

4. [RESERVED].

5. ADJUSTMENT OF EXERCISE SHARES AND EXERCISE PRICE.

(a) If the Company shall after the date of issuance of this Warrant subdivide its outstanding shares of Common Stock into a greater number of shares or consolidate its outstanding shares of Common Stock into a smaller number of shares (any such event being called a "COMMON STOCK REORGANIZATION"), then (i) the Exercise Price shall be adjusted, effective immediately after the record date at which the holders of shares of Common Stock are determined for purposes of such Common Stock Reorganization, to a price determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding on such record date before giving effect to such Common Stock Reorganization and the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such Common Stock Reorganization, and (ii) the number of Exercise Shares shall be adjusted, effective at such time, to a number determined by multiplying the number of Exercise Shares issuable upon exercise in full of this Warrant immediately before such Common Stock Reorganization by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding after giving effect to such Common Stock Reorganization and the denominator of which shall be the number of shares of Common Stock outstanding immediately before such Common Stock Reorganization.

(b) If the Company shall after the date of issuance of this Warrant issue or distribute to all or substantially all holders of shares of Common Stock, any securities of the Company or another entity, and if such issuance or distribution does not constitute a Common Stock Reorganization (any such event being herein called a "DIVIDEND"), the Company shall make appropriate provision so that the Holder will receive upon exercise of this Warrant the number and kind of securities of the Company or such other entity which

such Holder would have received if this Warrant had been exercised immediately prior to the record date for such Dividend (providing for subsequent adjustments with respect to any securities distributed in connection with such Dividend equivalent to the adjustments provided for in this Section 5 as a result of events occurring subsequent to the effective date of such Dividend).

(c) If, after the date of issuance of this Warrant there shall be any consolidation or merger to which the Company is a party, other than a consolidation or a merger in which the Company is the surviving corporation and which does not result in any reclassification of, or change (other than a Common Stock Reorganization or a change in par value), in, outstanding shares of Common Stock, or any sale or conveyance of the property of the Company as an entirety or substantially as an entirety (any such event being called a "CAPITAL REORGANIZATION"), then, effective upon the effective date of such Capital Reorganization, the Holder shall have the right to purchase, upon exercise of this Warrant, the kind and amount of shares of stock and other securities and property (including cash) which the Holder would have owned or have been entitled to receive after such Capital Reorganization if this Warrant had been exercised immediately prior to such Capital Reorganization, assuming the Holder (i) is not a person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or conveyance was made, as the case may be ("constituent person"), or an affiliate of a constituent person and (ii) failed to exercise his rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon such Capital Reorganization. The provisions of this Section 5 shall similarly apply to successive Capital Reorganizations.

(d) If any event occurs after the date of issuance of this Warrant as to which the foregoing provisions of this Section 5 are not strictly applicable or, if strictly applicable, would not fairly protect the purchase rights of the Warrants in accordance with the essential intent and principles of such provisions, then the Board of Directors of the Company shall make such adjustments in the application of such provisions, in accordance with such essential intent and principles, as it shall determine to be reasonably necessary to protect such purchase rights as aforesaid, but in no event shall any such adjustment have the effect of increasing the Exercise Price or decreasing the number of shares of Common Stock subject to purchase upon exercise of this Warrant, or otherwise adversely affect the Holders.

(e) Any adjustments pursuant to this Section 5 shall be made successively whenever an event referred to herein shall occur.

(f) Not less than 10 nor more than 60 days prior to the record date or effective date, as the case may be, of any action which would require an adjustment or readjustment pursuant to this Section 5, the Company shall give notice to the Holder of such event, describing such event in reasonable detail and specifying the record date or effective date, as the case may be, and, if determinable, the required adjustment and the computation thereof. If the required adjustment is not determinable at the time of such notice, the Company shall give notice to each Holder of such adjustment and computation promptly after such adjustment becomes determinable.

6. FRACTIONAL SHARES. No fractional shares shall be issued upon the exercise of this Warrant as a consequence of any adjustment pursuant hereto. All Exercise Shares (including fractions) issuable upon exercise of this Warrant may be aggregated for purposes of determining whether the exercise would result in the issuance of any fractional share. If, after aggregation, the exercise would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Holder otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current Fair Market Value of an Exercise Share by such fraction.

7. NO STOCKHOLDER RIGHTS. This Warrant in and of itself shall not entitle the Holder to any voting rights or other rights as a stockholder of the Company.

8. TRANSFER OF WARRANT, EXERCISE SHARES. This Warrant and all rights hereunder may not be transferred by the Holder other than to a Permitted Transferee (as defined below) so long as such Permitted Transferee takes and holds this Warrant subject to the terms and conditions of this Warrant. Without limiting the generality of the foregoing, the Holder shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction relating to, this Warrant and/or, prior to the issuance thereof upon the exercise of this Warrant pursuant to Section 2 above, any Exercise Shares. For purposes of this Warrant, "PERMITTED TRANSFEREE" shall mean any surviving corporation or entity or acquiring corporation or entity of Holder that, in connection with a Corporate Transaction (as defined in the SAR Plan) (i) may assume Stock Appreciation Rights outstanding under the SAR Plan as provided in Section 8 thereof and (ii) agrees in writing to assume such outstanding Stock Appreciation Rights.

9. REPRESENTATIONS AND WARRANTIES OF HOLDER. In connection with the purchase of this Warrant, and the Exercise Shares upon the exercise of this Warrant, the Holder hereby makes the following representations and warranties to the Company, effective as of the date hereof and upon the exercise of this Warrant in whole or in part:

(a) the Holder is an "accredited investor" as such term is defined in Regulation D under the Act;

(b) the Holder is acquiring the Warrant or the Exercise Shares, as applicable, for the Holder's own account for investment and not with a view to, or for sale in connection with, any distribution thereof in violation of the Act, nor with any present intention of distributing or selling the same in violation of the Act;

(c) the Holder understands that the Warrant and the Exercise Shares have not been registered under the Act, in reliance upon exemptions contained in the Act and applicable regulations promulgated thereunder or interpretations thereof, and cannot be offered for sale, sold or otherwise transferred unless such sale or transfer is so registered or qualifies for exemption from registration under the Act, and that the certificates representing such shares may bear a legend substantially in the form set forth in Section 3.5(b) hereof; and

(d) the Holder further understands that it may be required to hold the Warrant and the Exercise Shares for an indefinite period of time unless the Warrant and the Exercise Shares are subsequently registered under the Act or unless an exemption from registration is otherwise available.

10. LOST, STOLEN, MUTILATED OR DESTROYED WARRANT. If this Warrant is lost, stolen, mutilated or destroyed, the Company may, on such terms as to indemnity as it may reasonably impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed. Any such new Warrant shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant shall be at any time enforceable by anyone.

11. NOTICES, ETC. All notices and other communications required or permitted hereunder shall be in writing and shall be sent by telex, telegram, express mail or other form of rapid communications, if possible, and if not then such notice or communication shall be mailed by first-class mail, postage prepaid, addressed in each case to the party entitled thereto at the following addresses: (a) if to the Company, to Alpha Industries, Inc. at 20 Sylvan Road, Woburn, Massachusetts 01801 or at such other address as the Company shall have notified the Holder in writing and (b) if to the Holder, to Jazz Semiconductor, Inc., at 4321 Jamboree Road, Newport Beach, California 92660, or at such other address as one party may furnish to the other in writing, with a copy to Latham & Watkins, 555 11th Street, N.W., Washington, D.C. 20004, Attention: Daniel T. Lennon. Notice shall be deemed effective on the date dispatched if by personal delivery, telecopy, telex or telegram, two days after mailing if by express mail, or three days after mailing if by first-class mail.

12. ACCEPTANCE. Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

13. GOVERNING LAW. This Warrant and all rights, obligations and liabilities hereunder shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its duly authorized officer effective as of June 25, 2002.

ALPHA INDUSTRIES, INC.

By: /s/ Paul E. Vincent

Name: Paul E. Vincent

Title: Vice President,

Chief Financial Officer,
Treasurer and Secretary

ACKNOWLEDGED AND ACCEPTED:

JAZZ SEMICONDUCTOR, INC.

By: /s/ Mark S. Becker

Name: Mark S. Becker

Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED WITH RESPECT TO SECTION 2.2 OF EXHIBIT A ONLY:

CONEXANT SYSTEMS, INC.

By: /s/ Dennis E. O'Reilly

Name: Dennis E. O'Reilly

Title: Senior Vice President,
General Counsel and Secretary

NOTICE OF EXERCISE

TO: ALPHA INDUSTRIES, INC.

(1) The undersigned hereby elects to purchase_____shares of the Common Stock of ALPHA INDUSTRIES, INC. (the "COMPANY") pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

- ---
(Name)

- ---

- ---
(Address)

- --- ---
(Date) (Signature)

(Print name)

EXHIBIT A

REGISTRATION OF EXERCISE SHARES

SECTION 1. GENERAL.

1.1 DEFINITIONS. Capitalized terms used but not otherwise defined in this Exhibit A shall have the meaning given such terms in the Warrant to Purchase Common Stock to which this Exhibit A is attached. Notwithstanding the foregoing, as used in this Exhibit A the following terms shall have the following respective meanings:

(a) "EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended.

(b) "HOLDER" shall mean Jazz Semiconductor, Inc., a Delaware corporation, or any Permitted Transferee.

(c) "REGISTER," "REGISTERED," AND "REGISTRATION" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act with the SEC, and the declaration or ordering of effectiveness by the SEC of such registration statement or document.

(d) "REGISTRABLE SECURITIES" means the Exercise Shares. Notwithstanding the foregoing, Registrable Securities shall not include any securities sold by the Holder to the public either pursuant to a registration statement or Rule 144 under the Securities Act or sold in a private transaction or otherwise transferred to a transferee who shall not be a Permitted Transferee.

(e) "REGISTRATION EXPENSES" shall mean all expenses incurred by the Company in complying with Section 2.1 hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration.

(f) "SEC" means the Securities and Exchange Commission.

(g) "SECURITIES ACT" shall mean the Securities Act of 1933, as amended.

(h) "SELLING EXPENSES" shall mean all selling commissions, underwriters' discounts and other expenses, if any, applicable to the sale of Registrable Securities and not included in Registration Expenses.

SECTION 2. REGISTRATION

2.1 SHELF REGISTRATION

(a) The Company shall prepare and, no later than 60 days after the date on which the Warrant is issued, file with the SEC, and thereafter use commercially reasonable efforts to

cause to be declared effective as soon as practicable, a registration statement on Form S-3 or such other form as the Company may be permitted to use (the "SHELF REGISTRATION STATEMENT") relating to the offer and sale of the Registrable Securities by the Holder from time to time in accordance with the methods of distribution set forth in the Shelf Registration Statement and Rule 415 under the Securities Act (the "SHELF REGISTRATION").

(b) Subject to the terms and conditions set forth herein, the Company shall use commercially reasonable efforts to keep the Shelf Registration Statement continuously effective in order to permit the prospectus included therein (the "PROSPECTUS") to be lawfully delivered by the Holder, until the earlier of (A) twenty (20) days after December 31, 2004, (B) the date that is twenty (20) days following a Termination Event, or (C) when all the Securities covered by the Shelf Registration Statement have been sold pursuant thereto (in any such case, such period being called the "SHELF REGISTRATION PERIOD"). Notwithstanding any other provision of this Exhibit A, the Holder understands that there may be periods during which the Company's Board of Directors may determine, in good faith, that it is in the best interest of the Company and its stockholders to defer amendments or supplements to the Prospectus and that during such periods sales of Registrable Securities and the effectiveness of the Shelf Registration Statement may be suspended or delayed. The Holder agrees that upon receipt of any written notice from the Company as to any circumstance requiring an amendment or supplement to the Prospectus and advising the Holder to discontinue the Holder's disposition of Registrable Securities pursuant to the Shelf Registration Statement, the Holder will forthwith discontinue the Holder's disposition of Registrable Securities pursuant to the Shelf Registration Statement until the Holder's receipt of copies of an appropriately supplemented or amended Prospectus and written notice from the Company advising the Holder that it may resume sales and dispositions of Registrable Securities pursuant to the Shelf Registration Statement. In the event the Company shall give any such notice and Registrable Securities covered by the Shelf Registration Statement remain unsold, the Shelf Registration Period shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when the Holder shall have received the copies of the appropriate supplemented or amended Prospectus.

2.2 EXPENSES OF REGISTRATION. Except as specifically provided herein, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Section 2.1 herein shall be borne by Conexant Systems, Inc. ("CONEXANT"). At least ten days prior to filing the Shelf Registration Statement with the SEC, the Company shall deliver to Conexant the Company's reasonable estimate of the Registration Expenses. Not later than ten days after the Company's delivery of the estimate referred to in the preceding sentence, Conexant shall deliver to the Company, by wire transfer or certified check, cash in the amount of such estimate together with an undertaking to promptly pay any additional Registration Expenses which the Company may incur in excess of such estimate. Notwithstanding any other provision hereof, the Company shall not be required to effect any registration of Registrable Securities until it has received payment from Conexant for estimated Registration Expenses as provided in this Section 2.2. In the event that estimated amounts previously paid by Conexant pursuant to this Section 2.2 exceed actual Registration Expenses, the Company shall promptly refund any such excess to Conexant. All Selling Expenses incurred in connection with any registration hereunder shall be borne by the Holder.

2.3 OBLIGATIONS OF THE COMPANY. In connection with the Shelf Registration contemplated by Section 2.1 above, the Company shall:

(a) Upon effectiveness of the Shelf Registration Statement, furnish to the Holder such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as the Holder may reasonably request in order to facilitate the disposition of Registrable Securities owned by it.

(b) Notify the Holder at any time when, to the knowledge of the Company, a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. Upon the occurrence of any such event, the Company will use commercially reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(c) Promptly notify the Holder in writing,

(1) when the Prospectus or any supplemental or post-effective amendment has been filed, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective,

(2) of any request by the SEC for amendments or supplements to the Registration Statement or the Prospectus or for additional information,

(3) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose, and

(4) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

(d) Furnish to the Holder, without charge, at least one copy of the Registration Statement, as first filed with the SEC, and of each amendment thereto, including, if requested by the Holder, all documents incorporated by reference therein and all exhibits (including exhibits incorporated therein by reference).

(e) Cooperate with the Holder to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing Registrable Securities properly sold under the Registration Statement and cause such Registrable Securities to be in such denominations and registered in such names as the Holder may reasonably request.

(f) Cause all Registrable Securities covered by the Registration Statement to be admitted for quotation on the National Association of Securities Dealers Automated Quotation System - National Market System and listed on any stock exchange on which the Common Stock of the Company is then listed.

2.4 TERMINATION OF REGISTRATION RIGHTS. All registration rights granted under this Section 2 shall terminate and be of no further force and effect upon the expiration of the Shelf Registration Period.

2.5 DELAY OF REGISTRATION; FURNISHING INFORMATION.

(a) The Holder shall have no right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

(b) It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.1 that the Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of such securities as shall reasonably be requested by the Company to effect the registration of the Registrable Securities.

2.6 INDEMNIFICATION.

(a) To the extent permitted by law, the Company will indemnify and hold harmless the Holder, the partners, officers and directors of the Holder and each person, if any, who controls the Holder within the meaning of the Securities Act against any losses, costs, expenses, claims, damages or liabilities (joint or several) to which they may become subject, insofar as such losses, costs, expenses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following (collectively a "VIOLATION"): (i) any untrue statement or alleged untrue statement of a material fact contained in the Shelf Registration Statement or incorporated by reference therein, including any preliminary Prospectus or final Prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by the Shelf Registration Statement; and the Company will reimburse the Holder, and each such partner, officer, director or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided however, that the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon (i) a Violation which occurs in reliance upon and in conformity with written information furnished

expressly for use in connection with such registration by or on behalf of the Holder or any partner, officer, director or controlling person of the Holder or (ii) a failure by the Holder or any partner, officer, director or controlling person of the Holder to deliver a final Prospectus to Permitted Transferee if any material change has been made to the preliminary Prospectus.

(b) To the extent permitted by law, the Holder will indemnify and hold harmless the Company, each of its directors, its officers and, each person, if any, who controls the Company within the meaning of the Securities Act against any losses, costs, expenses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer or controlling person may become subject, insofar as such losses, costs, expenses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Violation, in each ease to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by or on behalf of the Holder or any partner, officer, director or controlling person of the Holder for use in connection with such registration; and the Holder will reimburse any legal or other expenses reasonably incurred by any person intended to be indemnified pursuant to this Section 2.6(b) in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 2.6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; provided further, that in no event shall any indemnity under this Section 2.6 exceed the net proceeds from the offering received by the Holder, except in the case of willful misrepresentation or fraud by the Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.6 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.6, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all indemnified parties that may be represented without conflict by a single counsel) shall have the right to retain one counsel, with the reasonable fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.6, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.6.

(d) If the indemnification provided for in this Section 2.6 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of

indemnifying such indemnified party hereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, that in no event shall any contribution by the Holder hereunder exceed the net proceeds from the offering received by the Holder, except in the case of willful misrepresentation or fraud by the Holder.

(e) The obligations of the Company and the Holder under this Section 2.6 shall survive completion of any offering of Registrable Securities in the Shelf Registration Statement and the termination of the provisions set forth in this Exhibit A. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

2.7 INFORMATION BY HOLDER. The Holder shall furnish to the Company in writing such information regarding the Holder and the distribution proposed by the Holder as the Company may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance of Registrable Securities.

2.8 NO ASSIGNMENT OF REGISTRATION RIGHTS. The rights to cause the Company to register Registrable Securities pursuant to this Section 2 may not be assigned by the Holder to any person or entity, other than a Permitted Transferee, without the prior written consent of the Company.