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

# FORM 10-Q

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

**For the quarterly period ended December 31, 2010**

**OR**

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

**For the transition period from __________ to __________**

**Commission file number 1-5560**

# SKYWORKS SOLUTIONS, INC.
*(Exact Name of Registrant as Specified in its Charter)*

| | |
|---|---|
| **Delaware**<br>*(State or Other Jurisdiction of Incorporation or Organization)* | **04-2302115**<br>*(I.R.S. Employer Identification No.)* |
| **20 Sylvan Road, Woburn, Massachusetts**<br>*(Address of Principal Executive Offices)* | **01801**<br>*(Zip Code)* |
| Registrant’s Telephone Number, Including Area Code: | **(781) 376-3000** |

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

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

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

| | | | |
|---|---|---|---|
| Large accelerated filer ☑ | Accelerated filer o | Non-accelerated filer o<br>(Do not check if a smaller reporting company) | Smaller reporting company o |

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

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

| Class | Outstanding at January 27, 2011 |
|---|---|
| Common Stock, par value $.25 per share | 185,435,623 |

SKYWORKS SOLUTIONS, INC.

QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED DECEMBER 31, 2010

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## PART I. FINANCIAL INFORMATION

**Item 1.** ***Financial Statements***

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

| | Three-months Ended | |
|---|---|---|
| | December 31, 2010 | January 1, 2010 |
| Net revenues | $ 335,120 | $ 245,138 |
| Cost of goods sold | 186,582 | 142,584 |
| Gross profit | 148,538 | 102,554 |
| Operating expenses: | | |
| Research and development | 38,543 | 31,789 |
| Selling, general and administrative | 31,051 | 26,731 |
| Amortization of intangible assets | 1,602 | 1,501 |
| Total operating expenses | 71,196 | 60,021 |
| Operating income | 77,342 | 42,533 |
| Interest expense | (537) | (1,569) |
| Loss on early retirement of convertible debt | — | (51) |
| Other expense, net | (69) | (111) |
| Income before income taxes | 76,736 | 40,802 |
| Provision for income taxes | 15,868 | 12,792 |
| Net income | $ 60,868 | $ 28,010 |
| Per share information: | | |
| Net income, basic | $ 0.34 | $ 0.16 |
| Net income, diluted | $ 0.32 | $ 0.16 |
| Number of weighted-average shares used in per share computations, basic | 180,706 | 172,717 |
| Number of weighted-average shares used in per share computations, diluted | 188,541 | 179,404 |

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

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

| | As of | |
|---|---|---|
| | December 31, 2010 | October 1, 2010 |
| **ASSETS** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 450,054 | $ 453,257 |
| Restricted cash | 662 | 6,128 |
| Receivables, net of allowance for doubtful accounts of $1,109 and $1,177, respectively | 200,905 | 175,232 |
| Inventories | 142,463 | 125,059 |
| Other current assets | 26,519 | 30,189 |
| Total current assets | 820,603 | 789,865 |
| Property, plant and equipment, net | 223,813 | 204,363 |
| Goodwill | 485,544 | 485,587 |
| Intangible assets, net | 15,257 | 12,509 |
| Deferred tax assets | 58,088 | 60,569 |
| Other assets | 10,771 | 11,159 |
| Total assets | $ 1,614,076 | $ 1,564,052 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| Current liabilities: | | |
| Short-term debt | $ — | $ 50,000 |
| Accounts payable | 120,535 | 111,967 |
| Accrued compensation and benefits | 29,454 | 35,695 |
| Other current liabilities | 7,077 | 6,662 |
| Total current liabilities | 157,066 | 204,324 |
| Long-term debt, less current maturities | 25,071 | 24,743 |
| Other long-term liabilities | 20,532 | 18,389 |
| Total liabilities | 202,669 | 247,456 |
| Commitments and contingencies (Note 9) | | |
| Stockholders' equity: | | |
| Preferred stock, no par value: 25,000 shares authorized, no shares issued | — | — |
| Common stock, $0.25 par value: 525,000 shares authorized; 191,946 shares issued and 184,966 shares outstanding at December 31, 2010 and 185,683 shares issued and 180,263 shares outstanding at October 1, 2010 | 46,241 | 45,066 |
| Additional paid-in capital | 1,710,822 | 1,641,406 |
| Treasury stock, at cost | (77,367) | (40,719) |
| Accumulated deficit | (266,992) | (327,860) |
| Accumulated other comprehensive loss | (1,297) | (1,297) |
| Total stockholders' equity | 1,411,407 | 1,316,596 |
| Total liabilities and stockholders' equity | $ 1,614,076 | $ 1,564,052 |

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

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

| | Three-months Ended December 31, 2010 | Three-months Ended January 1, 2010 |
|---|---|---|
| **Cash flows from operating activities:** | | |
| Net income | $ 60,868 | $ 28,010 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Share-based compensation expense | 13,281 | 8,084 |
| Depreciation | 13,589 | 10,870 |
| Amortization of intangible assets | 1,602 | 1,501 |
| Amortization of discount and deferred financing costs on convertible debt | 350 | 1,078 |
| Contribution of common shares to savings and retirement plans | 1,471 | 854 |
| Deferred income taxes | 12,790 | 8,294 |
| Excess tax benefit from share-based payments | (7,035) | — |
| Loss on disposals of assets | — | 72 |
| Provision for losses (recoveries) on accounts receivable | (68) | 141 |
| Changes in assets and liabilities: | | |
| Receivables | (25,605) | (4,327) |
| Inventories | (16,995) | (11,963) |
| Other current and long-term assets | 3,368 | 2,079 |
| Accounts payable | 8,568 | 7,848 |
| Other current and long-term liabilities | (1,362) | 471 |
| Net cash provided by operating activities | 64,822 | 53,012 |
| **Cash flows from investing activities:** | | |
| Capital expenditures | (33,039) | (14,679) |
| Payments for acquisitions | (3,931) | (1,000) |
| Net cash used in investing activities | (36,970) | (15,679) |
| **Cash flows from financing activities:** | | |
| Retirement of 2007 Convertible Notes | — | (4,953) |
| Reacquisition of equity component of 2007 Convertible Notes | — | (2,621) |
| Payments on short term line of credit | (50,000) | — |
| Excess tax benefit from share-based payments | 7,035 | — |
| Change in restricted cash | 5,466 | (265) |
| Repurchase of common stock — payroll tax withholdings | (18,434) | (3,466) |
| Repurchase of common stock — share repurchase program | (18,214) | — |
| Net proceeds from exercise of stock options | 43,092 | 6,078 |
| Net cash used in financing activities | (31,055) | (5,227) |
| Net increase (decrease) in cash and cash equivalents | (3,203) | 32,106 |
| Cash and cash equivalents at beginning of period | 453,257 | 364,221 |
| Cash and cash equivalents at end of period | $ 450,054 | $ 396,327 |
| **Supplemental cash flow disclosures:** | | |
| Taxes paid | $ 288 | $ 213 |
| Interest paid | $ 58 | $ 92 |

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

SKYWORKS SOLUTIONS, INC.

NOTES TO UNAUDITED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

## 1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

Skyworks Solutions, Inc. together with its consolidated subsidiaries, ("Skyworks" or the "Company") is an innovator of high reliability analog and mixed signal semiconductors. Leveraging core technologies, Skyworks offers diverse standard and custom linear products supporting automotive, broadband, cellular infrastructure, energy management, industrial, medical, military and cellular handset applications. The Company's portfolio includes amplifiers, attenuators, detectors, diodes, directional couplers, front-end modules, hybrids, infrastructure RF subsystems, mixers/demodulators, phase shifters, PLLs/synthesizers/VCOs, power dividers/combiners, receivers, switches and technical ceramics.

The accompanying unaudited interim consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") for interim financial reporting. Certain information and footnote disclosures, normally included in annual consolidated financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"), have been condensed or omitted pursuant to those rules and regulations. However, in the opinion of management, the financial information reflects all adjustments, consisting of adjustments of a normal recurring nature necessary to present fairly the financial position, results of operations, and cash flows of the Company for the periods presented. The results of operations for the quarter ended December 31, 2010 are not necessarily indicative of the results to be expected for the full year. This information should be read in conjunction with the Company's financial statements and notes thereto contained in the Company's Form 10-K for the fiscal year ended October 1, 2010 as filed with the SEC.

The Company evaluates its estimates on an ongoing basis using historical experience and other factors, including the current economic environment. The current volatility in the capital markets and the global economy has increased the uncertainty in our estimates, including our estimates impacting marketable securities and long-lived assets. Significant judgment is required in determining the fair value of marketable securities in inactive markets as well as determining when declines in fair value constitute an other-than-temporary impairment. In addition, significant judgment is required in determining whether a potential indicator of impairment of our long-lived assets exists and in estimating future cash flows for any necessary impairment tests. As future events unfold and their effects cannot be determined with precision, actual results could differ significantly from management's estimates.

The Company has evaluated subsequent events through the date of issuance of these unaudited consolidated financial statements. During this period, the Company did not have any material subsequent events.

The Company's fiscal year ends each year on the Friday closest to September 30. Fiscal 2011 consists of 52 weeks and ends on September 30, 2011. Fiscal 2010 consisted of 52 weeks and ended on October 1, 2010. The first quarters of fiscal 2011 and fiscal 2010 each consisted of 13 weeks and ended on December 31, 2010 and January 1, 2010, respectively.

## 2. MARKETABLE SECURITIES

The Company accounts for its investment in accordance with ASC 320 — *Investments-Debt and Equity Securities* ("ASC 320"), and classifies them as "available for sale". At December 31, 2010, these securities consisted of $3.2 million par value auction rate securities ("ARS") with a carrying value of $2.3 million. The Company closely monitors and evaluates the appropriate accounting treatment in each reporting period for the ARS.

## 3. FINANCIAL INSTRUMENTS

In accordance with ASC 820 — *Fair Value Measurements and Disclosure* ("ASC 820"), the Company groups its financial assets and liabilities measured at fair value on a recurring basis in three levels, based on the markets in which the assets and liabilities are traded and the reliability of the assumptions used to determine fair value. These levels are:

- Level 1 — Valuation is based upon quoted market price for identical instruments traded in active markets.
- Level 2 — Valuation is based on quoted market prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.
- Level 3 — Valuation is generated from model-based techniques that use significant assumptions not observable in the market. Valuation techniques include use of discounted cash flow models and similar techniques.

The Company has cash equivalents classified as Level 1 and has no Level 2 securities. The Company's ARS, discussed in Note 2, Marketable Securities, is classified as a Level 3 asset. There have been no transfers between Level 1, Level 2 or Level 3 assets during the quarter ended December 31, 2010. There have been no purchases, sales, issuances or settlements of the marketable securities classified as Level 3 during the quarter ended December 31, 2010.

*Financial Instruments Measured at Fair Value on a Recurring Basis*

The following table presents the balances of cash equivalents and marketable securities measured at fair value on a recurring basis as of December 31, 2010 (in thousands):

| | Total | Fair Value Measurements | | |
|---|---|---|---|---|
| | | Quoted Prices in Active Markets for Identical Assets (Level 1) | Significant Other Observable Inputs (Level 2) | Significant Unobservable Inputs (Level 3) |
| Cash equivalents: | | | | |
| Money market/repurchase agreements | $ 430,299 | $ 430,299 | $ — | $ — |
| Auction rate securities | 2,288 | — | — | 2,288 |
| Total | $ 432,587 | $ 430,299 | $ — | $ 2,288 |

*Non-Financial Assets Measured at Fair Value on a Nonrecurring Basis*

The Company's non-financial assets, such as goodwill, intangible assets, and other long lived assets resulting from business combinations are measured at fair value at the date of acquisition and subsequently re-measured if there is an indicator of impairment. There were no indicators of impairment identified during the quarter ended December 31, 2010.

**4. INVENTORIES**

Inventories consist of the following (in thousands):

| | As of | |
|---|---|---|
| | December 31, 2010 | October 1, 2010 |
| Raw materials | $ 12,941 | $ 16,108 |
| Work-in-process | 74,257 | 74,701 |
| Finished goods | 44,150 | 20,209 |
| Finished goods held on consignment by customers | 11,115 | 14,041 |
| Total inventories | $ 142,463 | $ 125,059 |

## 5. PROPERTY, PLANT AND EQUIPMENT

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

| | As of December 31, 2010 | As of October 1, 2010 |
|---|---|---|
| Land | $ 9,423 | $ 9,423 |
| Land and leasehold improvements | 5,559 | 5,475 |
| Buildings | 43,123 | 42,918 |
| Furniture and fixtures | 24,668 | 24,784 |
| Machinery and equipment | 485,709 | 455,157 |
| Construction in progress | 30,987 | 28,901 |
| Total property, plant and equipment, gross | 599,469 | 566,658 |
| Accumulated depreciation and amortization | (375,656) | (362,295) |
| Total property, plant and equipment, net | $ 223,813 | $ 204,363 |

## 6. GOODWILL AND INTANGIBLE ASSETS

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

| | Weighted Average Amortization Period Remaining (Years) | As of December 31, 2010 | | | As of October 1, 2010 | | |
|---|---|---|---|---|---|---|---|
| | | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |
| Goodwill | | $ 485,544 | $ — | $ 485,544 | $ 485,587 | $ — | $ 485,587 |
| Amortized intangible assets | | | | | | | |
| Developed technology | 2.0 | $ 16,150 | $ (11,519) | 4,631 | $ 14,150 | $ (10,862) | $ 3,288 |
| Customer relationships | 1.7 | 21,510 | (16,637) | 4,873 | 21,510 | (15,894) | 5,616 |
| Patents and other | 2.7 | 8,316 | (5,832) | 2,484 | 5,966 | (5,630) | 336 |
| | | 45,976 | (33,988) | 11,988 | 41,626 | (32,386) | 9,240 |
| Unamortized intangible assets | | | | | | | |
| Trademarks | | 3,269 | — | 3,269 | 3,269 | — | 3,269 |
| Total intangible assets | | $ 49,245 | $ (33,988) | $ 15,257 | $ 44,895 | $ (32,386) | $ 12,509 |

Amortization expense related to intangible assets was $1.6 million and $1.5 million for the quarters ended December 31, 2010 and January 1, 2010, respectively.

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

| | Goodwill and Intangible Assets | | | | | |
|---|---|---|---|---|---|---|
| | Goodwill | Developed Technology | Customer Relationships | Patents and Other | Trademarks | Total |
| Balance as of October 1, 2010 | $ 485,587 | $ 14,150 | $ 21,510 | $ 5,966 | $ 3,269 | $ 530,482 |
| Additions (deductions) during period | (43) | 2,000 | — | 2,350 | — | 4,307 |
| Balance as of December 31, 2010 | $ 485,544 | $ 16,150 | $ 21,510 | $ 8,316 | $ 3,269 | $ 534,789 |

The Company tests its goodwill for impairment annually as of the first day of its fourth fiscal quarter and in interim periods if certain events occur indicating that the carrying value of goodwill may be impaired. There were no indicators of impairment noted during the quarter ended December 31, 2010.

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

| | 2011 | 2012 | 2013 | 2014 | 2015 |
|---|---|---|---|---|---|
| Amortization expense | $6,636 | $5,405 | $1,549 | $ — | $ — |

## 7. BORROWING ARRANGEMENTS

### Long-Term Debt

Long-term debt consists of convertible notes with a carrying value of $25.1 million and $24.7 million for the quarters ended December 31, 2010 and October 1, 2010, respectively.

On March 2, 2007, the Company issued $200.0 million aggregate principal amount of convertible subordinated notes ("2007 Convertible Notes"). The offering contained two tranches. The first tranche consisted of $100.0 million of 1.25% convertible subordinated notes due March 2010 (the "1.25% Notes") which have been retired. The second tranche consisted of $100.0 million aggregate principal amount of 1.50% convertible subordinated notes due March 2012 (the "1.50% Notes"). The Company pays interest in cash semi-annually in arrears on March 1 and September 1 of each year on the 1.50% Notes. The conversion price of the 1.50% Notes is 105.0696 shares per $1,000 principal amount of notes to be redeemed, which is the equivalent of a conversion price of approximately $9.52 per share, plus accrued and unpaid interest, if any, to the conversion date. Holders of the 1.50% Notes may require the Company to repurchase the 1.50% Notes upon a change in control of the Company.

Holders may convert the 1.50% Notes at any time on or prior to the close of business on the final maturity date. If a holder of a 1.50% Note elects to convert such Notes at maturity, the Company may continue to choose to deliver to the holder either cash, shares of its common stock or a combination of cash and shares of its common stock to settle the conversion. This cash settlement provision permits the application of the treasury stock method in determining potential share dilution of the conversion spread should the share price of the Company's common stock exceed $9.52. It has been the Company's historical practice to cash settle the principal and interest components of convertible debt instruments, and it is the Company's intention to continue to do so in the future, including with respect to the 1.50% Notes.

On October 3, 2009, the Company adopted ASC 470-20 — *Debt, Debt with Conversions and Other Options* ("ASC 470-20"). ASC 470-20 applies to the Company's 2007 Convertible Notes. Using a non-convertible borrowing rate of 6.86%, the Company estimated the fair value of the liability component of the $100.0 million aggregate principal amount of the 1.50% Notes to be $77.3 million on October 3, 2009. As of the issuance date, the difference between the fair value of the liability component of the 1.50% Notes and the corresponding aggregate principal amount of such notes, which is equal to the fair value of the equity component of the 1.50% Notes ($22.7 million), was retrospectively recorded as a debt discount and as an increase to additional paid-in capital, net of tax. The discount of the liability component of the 1.50% Notes is being amortized over the remaining life of the instrument.

The following tables provide additional information about the Company's 1.50% Notes (in thousands):

| | As of | |
|---|---|---|
| | December 31, 2010 | October 1, 2010 |
| Equity component of the convertible notes outstanding | $ 6,061 | $ 6,061 |
| Principal amount of the convertible notes | 26,677 | 26,677 |
| Unamortized discount of the liability component | 1,606 | 1,934 |
| Net carrying amount of the liability component | 25,071 | 24,743 |

| | Three-months Ended | |
|---|---|---|
| | December 31, 2010 | January 1, 2010 |
| Effective interest rate on the liability component | 6.86% | 6.86% |
| Cash interest expense recognized (contractual interest) | $ 100 | $ 279 |
| Effective interest expense recognized | $ 328 | $ 989 |

The remaining unamortized discount on the 1.50% Notes will be amortized over the next fourteen months. As of December 31, 2010, the "if converted" value of the remaining 1.50% Notes exceeds the related principal amount by approximately $53.5 million. As of both December 31, 2010 and October 1, 2010, the number of shares underlying the remaining 1.50% Notes was 2.8 million.

**Short-Term Debt**

On July 15, 2003, the Company entered into a receivables purchase agreement under which it agreed to sell from time to time certain of its accounts receivable to Skyworks USA, Inc. ("Skyworks USA"), a wholly-owned special purpose entity that is consolidated for accounting purposes. Concurrently, Skyworks USA entered into an agreement with Wachovia Bank, N.A. providing for a $50.0 million credit facility (the "Credit Facility") secured by the purchased accounts receivable. The Company's short term debt balance as of October 1, 2010 was $50.0 million. The Company paid down the entire $50.0 million balance and terminated the Credit Facility and all associated agreements during the quarter ended December 31, 2010.

**8. INCOME TAXES**

The provision for income taxes for the quarter ended December 31, 2010 consisted of $15.2 million and $0.7 million of United States and foreign income taxes, respectively, as compared to $12.5 million and $0.3 million for United States and foreign income taxes, respectively, for the quarter ended January 1, 2010. For the quarter ended December 31, 2010, the difference between the Company's effective tax rate and the 35% federal statutory rate resulted primarily from foreign earnings taxed at rates lower than the federal statutory rate and the recognition of research and development tax credits earned. In December 2010, the United States Congress enacted legislation to retroactively extend the federal research and development tax credit. As a result, the Company recognized $4.4 million of federal research and development tax credits in the quarter ended December 31, 2010, which were earned in the fiscal year ended October 1, 2010, reducing our tax rate from 26.5% to 20.7%. For the quarter ended January 1, 2010, the difference between the Company's effective tax rate and the 35% federal statutory rate resulted primarily from foreign earnings taxed at rates lower than the United States federal statutory rate.

During the quarter ended December 31, 2010, the Company expanded its presence in Asia by launching operations in Singapore. The Company operates under a tax holiday in Singapore, which is effective through September 30, 2020. The tax holiday is conditional upon the Company's compliance in meeting certain employment and investment thresholds.

In accordance with ASC 740 — *Income Taxes* ("ASC 740"), management has determined that it is more likely than not that a portion of the Company's historic and current year income tax benefits will not be realized. Accordingly, as of December 31, 2010, the Company has maintained a valuation allowance of $24.0 million related to the Company's United States deferred tax assets, primarily related to the Company's state tax research and experimentation credits. Deferred tax assets have been recognized for foreign operations when management believes that it is more likely than not that they will be recovered during the carryforward period. We have also previously determined that it is more likely than not that a portion of the Company's foreign income tax benefits will not be realized and maintain a valuation allowance of $1.6 million related to the Company's foreign deferred tax assets.

Realization of benefits from the Company's deferred tax asset is dependent upon generating United States source taxable income in the future, which may result in the existing valuation reserve being reversed to the extent that the related deferred tax assets no longer require a valuation allowance under the provisions of ASC 740.

The Company will continue to evaluate its valuation allowance in future periods and depending upon the outcome of that assessment, additional amounts could be reversed or recorded and recognized as an adjustment to income tax benefit or expense. Such adjustments could cause our effective income tax rate to vary in future periods. The Company will need to generate $168.2 million of United States federal taxable income in future years to utilize all of the Company's net operating loss carryforwards, research and experimentation tax credit carryforwards, and deferred income tax temporary differences as of December 31, 2010.

During the quarter ended December 31, 2010, there was an increase in the Company's gross unrecognized tax benefits of $2.4 million. The Company's gross unrecognized tax benefits totaled $22.3 million as of December 31, 2010. Of the total unrecognized tax benefits at December 31, 2010, $13.3 million would impact the effective tax rate, if recognized. The remaining unrecognized tax benefits would not impact the effective tax rate, if recognized, due to the Company's valuation allowance and certain positions which were required to be deferred. There are no positions which we anticipate could change within the next twelve months. The Company did not incur any significant accrued interest or penalties related to unrecognized tax benefits during the quarter ended December 31, 2010. The Company's policy is to recognize accrued interest and penalties, if incurred, on any unrecognized tax benefits as a component of income tax expense.

The Company's major tax jurisdictions as of December 31, 2010 are the United States federal jurisdiction, and the United States state jurisdictions of California and Iowa. For the United States, the Company has open tax years dating back to fiscal year 1998 due to the carry forward of tax attributes. For California and Iowa, the Company has open tax years dating back to fiscal year 2002 due to the carry forward of tax attributes.

**9. COMMITMENTS AND CONTINGENCIES**

**Legal Matters**

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

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

The Company believes there is no litigation pending that will have, individually or in the aggregate, a material adverse effect on its business.

**Guarantees and Indemnifications**

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

The Company indemnifies its directors and officers to the maximum extent permitted under the laws of the state of Delaware. The duration of the indemnities varies, and in many cases is indefinite. The indemnities to customers in connection with product sales generally are subject to limits based upon the amount of the related product sales and in many cases are subject to geographic and other restrictions. In certain instances, the Company's indemnities do not provide for any limitation of the maximum potential future payments the Company could be obligated to make. The Company has not recorded any liability for these indemnities in the accompanying consolidated balance sheets and does not expect that such obligations will have a material adverse impact on its financial condition or results of operations.

**10. SEGMENT INFORMATION**

In accordance with ASC 280-*Segment Reporting* ("ASC 280"), the Company has one reportable operating segment which designs, develops, manufactures and markets proprietary semiconductor products, including intellectual property. ASC 280 establishes standards for the way public business enterprises report information about operating segments in annual financial statements and in interim reports to shareholders. The method for determining what information to report is based on management's use of financial information for the purposes of assessing performance and making operating decisions. In evaluating financial performance and making operating decisions, management primarily uses consolidated net revenue, gross profit, operating profit and earnings per share. The Company's business units share similar economic characteristics, long term business models, research and development expenses and selling, general and administrative expenses. Furthermore, the Company's chief decision makers base operating decisions on consolidated financial information. As of December 31, 2010, there has been no change and the Company continues to consider itself to have one reportable operating segment. The Company will re-assess its conclusions at least annually.

### 11. EMPLOYEE STOCK BENEFIT PLANS

Stock based compensation expense consists of expense related to our unvested grants of employee stock options and awards in accordance with ASC 718 — *Compensation-Stock Compensation* ("ASC 718").

The following table summarizes share-based compensation expense related to employee stock options, restricted stock grants, performance stock grants, management incentive compensation, and employee stock purchase plan under ASC 718 for the quarter ended December 31, 2010 and January 1, 2010, as follows:

| | Three-months Ended | |
|---|---|---|
| **(In thousands)** | **December 31, 2010** | **January 1, 2010** |
| Stock options | $ 3,840 | $ 3,035 |
| Non-vested restricted stock with service and market conditions | — | 658 |
| Non-vested restricted stock with service conditions | 469 | 207 |
| Non-vested performance shares | 7,307 | 2,867 |
| Management incentive plan stock awards | 1,044 | 883 |
| Employee stock purchase plan | 621 | 434 |
| Total share-based compensation expense | $ 13,281 | $ 8,084 |

The Company utilized the following weighted average assumptions in calculating its share-based compensation expense using the Black-Scholes model at December 31, 2010 and January 1, 2010:

| | Three-months Ended | |
|---|---|---|
| | **December 31, 2010** | **January 1, 2010** |
| Expected volatility | 49.26% | 56.19% |
| Risk free interest rate (7 year contractual life options) | 1.00% | 1.85% |
| Dividend yield | 0.00 | 0.00 |
| Expected option life (7 year contractual life options) | 4.10 | 4.23 |

### 12. ACCUMULATED OTHER COMPREHENSIVE LOSS

The Company accounts for comprehensive loss in accordance with the provisions of ASC 220 — *Comprehensive Income* ("ASC 220"). ASC 220 is a financial statement presentation standard that requires the Company to disclose non-owner changes included in equity but not included in net income or loss. Accumulated other comprehensive loss presented in the financial statements consists of adjustments to the Company's auction rate securities and minimum pension liability. There were no changes in the value of the auction rate securities or pension liability during the quarter ended December 31, 2010.

### 13. COMMON STOCK REPURCHASE

On August 3, 2010 the Board of Directors approved a stock repurchase program, pursuant to which the Company is authorized to repurchase up to $200.0 million of the Company's common stock from time to time on the open market or in privately negotiated transactions as permitted by securities laws and other legal requirements. The Company paid approximately $18.2 million in connection with the repurchase of 786,400 shares of its common stock during the first quarter ended December 31, 2010 (paying an average price of $23.15 per share). As of December 31, 2010, $181.8 million remained available under the existing share repurchase authorization.

## 14. EARNINGS PER SHARE

| (In thousands, except per share amounts) | Three-months Ended December 31, 2010 | Three-months Ended January 1, 2010 |
|---|---|---|
| Net income | $ 60,868 | $ 28,010 |
| | | |
| Weighted average shares outstanding — basic | 180,706 | 172,717 |
| Effect of dilutive convertible debt | 1,713 | 1,988 |
| Effect of dilutive share-based awards | 6,122 | 4,699 |
| Weighted average shares outstanding — diluted | 188,541 | 179,404 |
| | | |
| Net income per share — basic | $ 0.34 | $ 0.16 |
| Effect of dilutive convertible debt | — | — |
| Effect of dilutive share-based awards | (0.02) | — |
| Net income per share — diluted | $ 0.32 | $ 0.16 |

Basic earnings per share is calculated by dividing net income by the weighted average number of common shares outstanding. Diluted earnings per share includes the dilutive effect of equity based awards and the 2007 Convertible Notes using the treasury stock method.

Equity based awards exercisable for approximately 1.7 million shares and 6.1 million shares were outstanding but not included in the computation of earnings per share for the quarter ended December 31, 2010 and January 1, 2010, respectively, as their effect would have been anti-dilutive.

The remaining $26.7 million in aggregate principal balance of the 1.50% Notes contains a cash settlement provision, which permit the application of the treasury stock method in determining potential share dilution of the conversion spread should the share price of the Company's common stock exceed $9.52. As of December 31, 2010, there were 1.7 million shares included in the calculation of diluted earnings per share as a result of this conversion feature. It has been the Company's historical practice to cash settle the principal and interest components of convertible debt instruments, and it is the Company's intention to continue to do so in the future, including settlement of the 1.50% Notes due in March 2012.

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

*This report and other documents we have filed with the Securities and Exchange Commission ("SEC") contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), and are subject to the "safe harbor" created by those sections. Words such as "believes," "expects," "may," "will," "would," "should," "could," "seek," "intends," "plans," "potential," "continue," "estimates," "anticipates," "predicts," and similar expressions or variations or negatives of such words are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements in this report. Additionally, statements concerning future matters such as the development of new products, enhancements or technologies, sales levels, expense levels and other statements regarding matters that are not historical are forward-looking statements. Although forward-looking statements in this report reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by us. Consequently, forward-looking statements involve inherent risks and uncertainties and actual results and outcomes may differ materially and adversely from the results and outcomes discussed in or anticipated by the forward-looking statements. A number of important factors could cause actual results to differ materially and adversely from those in the forward-looking statements. We urge you to consider the risks and uncertainties discussed in our Annual Report on Form 10-K for the fiscal year ended October 1, 2010, under the heading "Risk Factors" and in the other documents we have filed with the SEC in evaluating our forward-looking statements. We have no plans, and undertake no obligation, to revise or update our forward-looking statements to reflect any event or circumstance that may arise after the date of this report. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made.*

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

**RESULTS OF OPERATIONS**

**THREE-MONTHS ENDED DECEMBER 31, 2010 AND JANUARY 1, 2010**

The following table sets forth the results of our operations expressed as a percentage of net revenues for the quarters ended December 31, 2010 and January 1, 2010:

| | Three-months Ended | |
|---|---|---|
| | December 31, 2010 | January 1, 2010 |
| Net revenues | 100.0% | 100.0% |
| Cost of goods sold | 55.7 | 58.2 |
| Gross profit | 44.3 | 41.8 |
| Operating expenses: | | |
| Research and development | 11.5 | 13.0 |
| Selling, general and administrative | 9.3 | 10.9 |
| Amortization of intangible assets | 0.4 | 0.6 |
| Total operating expenses | 21.2 | 24.5 |
| Operating income | 23.1 | 17.3 |
| Interest expense | (0.2) | (0.6) |
| Loss on early retirement of convertible debt | — | — |
| Other expense, net | — | (0.1) |
| Income before income taxes | 22.9 | 16.6 |
| Provision for income taxes | 4.7 | 5.2 |
| Net income | 18.2% | 11.4% |

## GENERAL

During the quarter ended December 31, 2010, certain key factors contributed to our overall results of operations and cash flows from operations. Specifically:

- We generated net revenue of $335.1 million for the quarter ended December 31, 2010, as compared to net revenue of $245.1 million for the corresponding period in fiscal 2010, an increase of 36.7%. The revenue growth was principally attributable to an increase in our overall market share and product revenue diversification as well as the increased overall demand for our wireless semiconductor products that support mobile internet, wireless infrastructure, energy management and diversified analog applications.
- Gross profit increased by $46.0 million or 250 basis points to 44.3% of net revenue for the quarter ended December 31, 2010, as compared to the corresponding period in fiscal 2010. The increase in gross profit in aggregate dollars and as a percentage of net revenue is primarily the result of improved product mix, continued factory process and productivity enhancements, product end-to-end yield improvements, year-over-year material cost reductions, margin-enhancing and demand driven capital expenditure investments, and the aforementioned increase in net revenues.
- Operating income increased by $34.8 million to 23.1% of revenue, an 81.8% increase over the corresponding period in fiscal 2010. The increase is primarily due to the aforementioned increases in net revenue and gross margin along with a higher degree of operating leverage as we maintained relatively constant operating expenditures.
- In the quarter end December 31, 2010, we generated $64.8 million in cash from operations and exited the quarter with $450.7 million in cash, cash equivalents and restricted cash.
- During the first fiscal quarter we paid down and terminated our $50.0 million Credit Facility (see Note 7 of the Notes to Consolidated Financial Statements contained in Item 1 in this Quarterly Report on Form 10-Q). Our net cash position, after deducting debt, was $425.6 million.

## NET REVENUES

| | Three-months Ended | | |
|---|---|---|---|
| (dollars in thousands) | December 31, 2010 | Change | January 1, 2010 |
| Net revenues | $335,120 | 36.7% | $245,138 |

We market and sell our products directly to Original Equipment Manufacturers (“OEMs”) of communication electronic products, third-party Original Design Manufacturers (“ODMs”), contract manufacturers, and indirectly through electronic components distributors. We periodically enter into revenue generating arrangements that leverage our broad intellectual property portfolio by licensing or selling our non-core patents or other intellectual property. We anticipate continuing this intellectual property strategy in future periods.

We generated net revenue of $335.1 million for the quarter ended December 31, 2010, as compared to net revenue of $245.1 million for the corresponding period in fiscal 2010, an increase of 36.7%. The revenue growth was principally attributable to an increase in our overall market share and product revenue diversification as well as the increased overall demand for our wireless semiconductor products that support mobile internet, wireless infrastructure, energy management and diversified analog applications.

## GROSS PROFIT

| | Three-months Ended | | |
|---|---|---|---|
| (dollars in thousands) | December 31, 2010 | Change | January 1, 2010 |
| Gross profit | $148,538 | 44.8% | $102,554 |
| % of net revenues | 44.3% | | 41.8% |

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

Gross profit increased by $46.0 million or 250 basis points to 44.3% of net revenue for the quarter ended December 31, 2010, as compared to the corresponding period in fiscal 2010. The increase in gross profit in aggregate dollars and as a percentage of net revenue is primarily the result of improved product mix, continued factory process and productivity enhancements, product end-to-end yield improvements, year-over-year material cost reductions, margin-enhancing and demand driven capital expenditure investments, and the aforementioned increase in net revenues. During the first quarter of fiscal 2010, we benefited from higher contribution margins associated with the licensing and/or sale of intellectual property.

**RESEARCH AND DEVELOPMENT**

| | Three-months Ended | | |
|---|---|---|---|
| (dollars in thousands) | December 31, 2010 | Change | January 1, 2010 |
| Research and development | $38,543 | 21.2% | $31,789 |
| % of net revenues | 11.5% | | 13.0% |

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

The 21.2% increase in research and development expenses for the quarter ended December 31, 2010 when compared to the corresponding period in fiscal 2010 is principally attributable to growth in the number of our employees and related compensation costs. In addition, we increased our design activity resulting in higher mask, prototype and materials costs in support of increased product development for our target markets. Research and development expenses decreased as a percentage of net revenue for fiscal quarter as a result of the aforementioned increase in net revenue.

**SELLING, GENERAL AND ADMINISTRATIVE**

| | Three-months Ended | | |
|---|---|---|---|
| (dollars in thousands) | December 31, 2010 | Change | January 1, 2010 |
| Selling, general and administrative | $31,051 | 16.2% | $26,731 |
| % of net revenues | 9.3% | | 10.9% |

Selling, general and administrative expenses include legal, accounting, treasury, human resources, information systems, customer service, bad debt expense, sales commissions, share-based compensation expense, advertising, marketing and other costs.

The increase in selling, general and administrative expenses for the quarter ended December 31, 2010 as compared to the corresponding period in fiscal 2010 is principally due to growth in the number of our employees and related compensation expense. In addition, share-based compensation expense which increased primarily as a result of our increased stock price during the fiscal quarter as compared to the prior year. Selling, general and administrative expenses as a percentage of net revenues decreased for the quarter ended December 31, 2010, as compared to the corresponding period in the prior fiscal year, due to the aforementioned increase in revenue.

**AMORTIZATION OF INTANGIBLE ASSETS**

| | Three-months Ended | | |
|---|---|---|---|
| (dollars in thousands) | December 31, 2010 | Change | January 1, 2010 |
| Amortization | $1,602 | 6.7% | $1,501 |
| % of net revenues | 0.4% | | 0.6% |

The slight increase in amortization expense during the quarter ended December 31, 2010, as compared to the corresponding period in fiscal 2010, was due to intangible asset acquisitions and subsequent amortization during the fiscal quarter.

**INTEREST EXPENSE**

| | Three-months Ended | | |
|---|---|---|---|
| (dollars in thousands) | December 31, 2010 | Change | January 1, 2010 |
| Interest expense | $537 | (65.8)% | $1,569 |
| % of net revenues | 0.2% | | 0.6% |

Interest expense is comprised principally of interest expense related to our 2007 Convertible Notes which have been calculated under ASC 470-20 — *Debt, Debt with Conversion and Other Options.*

The decrease in interest expense for the quarter ended December 31, 2010, when compared to the corresponding period in fiscal 2010, was due to a decline in interest expense and amortization of discount associated with the early retirement of a portion of the 2007 Convertible Notes during fiscal 2010 and our pay-down of the entire $50.0 million balance of our Credit Facility (see Note 7 of the Notes to Consolidated Financial Statements contained in Item 1 in this Quarterly Report on Form 10-Q) during the quarter ended December 31, 2010.

**PROVISION FOR INCOME TAXES**

| | Three-months Ended | | |
|---|---|---|---|
| (dollars in thousands) | December 31, 2010 | Change | January 1, 2010 |
| Provision for income taxes | $15,868 | 24.0% | $12,792 |
| % of net revenues | 4.7% | | 5.2% |

The provision for income taxes increased 24.0% to $15.9 million ($15.2 million and $0.7 million for United States and foreign income taxes, respectively) for the quarter ended December 31, 2010 as compared to the corresponding period in fiscal 2010.

The effective tax rate for the quarter ended December 31, 2010 was 20.7% as compared to 31.4% when compared to the corresponding period in fiscal 2010. The difference between our current period effective tax rate of 20.7% and the federal statutory rate of 35% is principally due to the recognition of foreign earnings in lower tax jurisdictions and the recognition of research and development tax credits. As a result of the enactment of the Tax Relief Act of 2010 which retroactively reinstated and extended the research and development tax credit, $4.4 million of federal research and development tax credits which were earned in fiscal year 2010 reduced our tax rate from 26.5% to 20.7% during the quarter-ended December 31, 2010.

**LIQUIDITY AND CAPITAL RESOURCES**

*Cash Provided and Used*

| | Three-months Ended | |
|---|---|---|
| (dollars in thousands) | December 31, 2010 | January 1, 2010 |
| Cash and cash equivalents at beginning of period (1) | $ 453,257 | $ 364,221 |
| Net cash provided by operating activities | 64,822 | 53,012 |
| Net cash used in investing activities | (36,970) | (15,679) |
| Net cash used in financing activities | (31,055) | (5,227) |
| Cash and cash equivalents at end of period (1) | $ 450,054 | $ 396,327 |

(1) Cash and cash equivalents do not include restricted cash balances.

***Cash Flow from Operating Activities:***

Cash provided from operating activities is net income adjusted for certain non-cash items and changes in certain assets and liabilities. For the quarter ended December 31, 2010 we generated $64.8 million in cash flow from operations, an increase of $11.8 million when compared to the $53.0 million generated in the corresponding period in fiscal 2010. For the quarter ended December 31, 2010, net income increased by $32.9 million to $60.9 million when compared to the corresponding period in fiscal 2010. The increase in net income for the quarter was primarily offset by changes in non-cash items and by our investments in working capital as a result of higher business activity. Specifically, the working capital increase was due to the increases in accounts receivable and inventory of $25.6 million and $17.0 million, respectively, which was partially offset by an increase in accounts payable of $8.6 million during the fiscal quarter.

***Cash Flow from Investing Activities:***

Cash flow from investing activities consists primarily of capital expenditures and acquisitions. We had net cash outflows of $37.0 million for the quarter ended December 31, 2010, compared to $15.7 million for the corresponding period in fiscal 2010. The increase is primarily due to higher capital expenditures during the quarter.

***Cash Flow from Financing Activities:***

Cash flows from financing activities consist primarily of cash transactions related to debt and equity. During the quarter ended December 31, 2010, we had net cash outflows of $31.0 million, compared to $5.2 million for the corresponding period in fiscal 2010. Specifically, we had the following significant uses of cash:

- $50.0 million related to the complete pay-off and termination of the Credit Facility
- $18.4 million related to payroll tax withholdings on the vesting of employee performance and restricted stock awards
- $18.2 million related to our repurchase of 786,400 shares of our common stock pursuant to the share repurchase program approved by our Board of Directors on August 3, 2010

These uses of cash were partially offset by the net proceeds from employee stock option exercises of $43.1 million for the quarter ended December 31, 2010.

***Liquidity:***

Cash and cash equivalent balances decreased to $450.0 million at December 31, 2010 from $453.3 million at October 1, 2010. Our net cash position, after deducting our debt, increased by $41.0 million to $425.6 million at December 31, 2010 from $384.6 million at October 1, 2010. Based on our historical results of operations, we expect our existing sources of liquidity, together with cash expected to be generated from operations, will be sufficient to fund our research and development, capital expenditures, debt obligations, working capital and other cash requirements for at least the next 12 months. However, we cannot be certain that the capital required to fund these expenses will be available in the future. In addition, any strategic investments and acquisitions that we may make may require additional capital resources. If we are unable to obtain sufficient capital to meet our capital needs on a timely basis and on favorable terms, our business and operations could be materially adversely affected.

Our invested cash balances primarily consist of money market funds and repurchase agreements where the underlying securities primarily consist of United States treasury obligations, United States agency obligations, overnight repurchase agreements backed by United States treasuries and/or United States agency obligations and highly rated commercial paper. Our invested cash balances also include certificates of deposit. At December 31, 2010, we also held a $3.2 million par value auction rate security with a carrying value of $2.3 million. We continue to monitor the liquidity and accounting classification of this security. If in a future period we determine that the impairment is other than temporary, we will impair the security to its fair value and charge the loss to earnings.

**CONTRACTUAL OBLIGATIONS**

Our contractual obligations disclosure in our annual report on Form 10-K for the year ended October 1, 2010 has not materially changed since we filed that report, with the exception that we paid off and terminated the

Credit Facility. Our long-term borrowing arrangements are more fully described in Note 7 of the Notes to Consolidated Financial Statements continued in Item 1 in this Quarterly Report on Form 10-Q.

**RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS**

**ASU 2009-13 and ASU 2009-14**

In September 2009, the FASB reached a consensus on Accounting Standards Update ("ASU") - 2009-13-*Revenue Recognition ("ASC 605") — Multiple-Deliverable Revenue Arrangements* ("ASU 2009-13") and ASU 2009-14- *Software ("ASC 985") — Certain Revenue Arrangements That Include Software Elements* ("ASU 2009-14"). ASU 2009-13 modifies the requirements that must be met for an entity to recognize revenue from the sale of a delivered item that is part of a multiple-element arrangement when other items have not yet been delivered. ASU 2009-13 eliminates the requirement that all undelivered elements must have either: i) Vendor Specific Objective Evidence or VSOE or ii) third-party evidence, or TPE, before an entity can recognize the portion of an overall arrangement consideration that is attributable to items that already have been delivered. In the absence of VSOE or TPE of the standalone selling price for one or more delivered or undelivered elements in a multiple-element arrangement, entities will be required to estimate the selling prices of those elements. Overall arrangement consideration will be allocated to each element (both delivered and undelivered items) based on their relative selling prices, regardless of whether those selling prices are evidenced by VSOE or TPE or are based on the entity's estimated selling price. The residual method of allocating arrangement consideration has been eliminated. ASU 2009-14 modifies the software revenue recognition guidance to exclude from its scope tangible products that contain both software and non-software components that function together to deliver a product's essential functionality. These new updates are effective for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010. The adoption of ASU 2009-13 and 2009-14 did not have an effect on our consolidated financial position and results of operations or statement of cash flows.

**OFF-BALANCE SHEET ARRANGEMENTS**

We have no significant contractual obligations not fully recorded on our consolidated balance sheet or fully disclosed in the notes to our consolidated financial statements. We have no material off-balance sheet arrangements as defined in SEC Regulation S-K- 303(a)(4)(ii).

**Item 3. *Quantitative and Qualitative Disclosures about Market Risk***

We are subject to foreign currency, investment, market and interest rate risks as described below:

*Investment, Market and Interest Rate Risk*

Our exposure to interest and market risk relates principally to our investment portfolio, which as of December 31, 2010 consisted of the following (in millions):

| | |
|---|---|
| Cash and cash equivalents (time deposits, overnight repurchase agreements and money market funds) | $ 450.0 |
| Restricted cash (certificates of deposit) | 0.7 |
| Available for sale securities (auction rate securities) | 2.3 |
| Total | $ 453.0 |

The main objective of our investment activities is the liquidity and preservation of capital. Credit risk associated with our investments is not significant as our investment policy prescribes high credit quality standards and limits the amount of credit exposure to any one issuer. We do not use derivative instruments for trading, speculative or investment purposes; however, we may use derivatives in the future.

In general, our cash and cash equivalent investments have short-term maturity periods which dampen the impact of significant market or interest rate risk. We are, however, subject to overall financial market risks, such as changes in market liquidity, credit quality and interest rates. Available for sale securities of $2.3 million carry a longer maturity period (contractual maturities exceed ten years).

Our long-term debt at December 31, 2010 consists of $26.7 million aggregate principal amount of 2007 Convertible Notes. These 2007 Convertible Notes contain cash settlement provisions, which permit the application of the treasury stock method in determining potential share dilution of the conversion spread should the share price of the Company's common stock exceed $9.52. It has been the Company's historical practice to cash settle the principal and interest components of convertible debt instruments, and it is our intention to continue to do so in the future, including settlement of the 2007 Convertible Notes due in March 2012.

We do not believe that investments or interest rate risk are material to our business or results of operations.

*Exchange Rate Risk*

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

## Item 4. *Controls and Procedures*

*(a) Evaluation of disclosure controls and procedures.*

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2010. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on management's evaluation of our disclosure controls and procedures as of December 31, 2010, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

*(b) Changes in internal controls over financial reporting.*

No changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) occurred during the quarter ended December 31, 2010 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II. OTHER INFORMATION

### Item 1A. *Risk Factors*

There have been no significant changes in the risk factors disclosed in Item 1A of our Annual Report on Form 10-K for the year ended October 1, 2010.

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

The following table provides information regarding repurchases of common stock made by us during the quarter ended December 31, 2010:

| Period | Total Number of Shares Purchased | Average Price Paid per Share | Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1) | Maximum Number (or Approximately Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs |
|---|---|---|---|---|
| 10/02/10 — 10/29/10 | 5,134(2) | $21.14 | — | $200.0 million |
| 10/30/10 — 11/26/10 | 1,538,997(3) | $23.46 | 786,400 | $181.8 million |
| 11/27/10 — 12/31/10 | 15,428(2) | $27.07 | — | $181.8 million |

(1) On August 3, 2010 the Board of Directors approved a share repurchase program, pursuant to which the Company is authorized to repurchase up to $200.0 million of the Company's common stock from time to time on the open market or in privately negotiated transactions as permitted by securities laws and other legal requirements. The repurchase program is set to expire on August 3, 2012; however, it may be suspended or discontinued at any time prior to August 3, 2012. The repurchase program will be funded using the Company's working capital.

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

(3) 786,400 shares were repurchased at an average of $23.15 as part of our share repurchase program. 752,597 shares were repurchased with an average price of $23.79 per share in connection with the satisfaction of tax withholding obligations under restricted stock agreements between the Company and certain of its employees.

### Item 6. *Exhibits*

| Number | Description |
|---|---|
| 10.II* | Fiscal 2011 Executive Incentive Compensation Plan |
| 10.KK* | Amendment dated November 23, 2010 to Amended and Restated Change in Control/Severance Agreement, dated January 22, 2008, between the Company and David J. Aldrich |
| 10.MM* | Termination and Settlement Letter Agreement, dated December 17, 2010 related to Credit and Security Agreement, dated as of July 15, 2003, by and between Skyworks USA, Inc. and Wells Fargo Bank, N.A., Servicing Agreement, dated as of July 15, 2003, by and between the Company and Skyworks USA, Inc. and Receivables Purchase Agreement, dated as of July 15, 2003, by and between Skyworks USA, Inc. and the Company |
| 31.1* | Certification of the Company's Chief Executive Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a- 14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| 31.2* | Certification of the Company's Chief Financial Officer pursuant to Securities Exchange Act of 1934, as amended, Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 |
| 32.1* | Certification of the Company's Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |
| 32.2* | Certification of the Company's Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 |

* - Filed herewith.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SKYWORKS SOLUTIONS, INC.

Date: February 8, 2011

By: /s/ David J. Aldrich
David J. Aldrich, President and Chief
Executive Officer (Principal Executive Officer)

By: /s/ Donald W. Palette
Donald W. Palette, Chief Financial Officer
Vice President (Principal Accounting and Financial Officer)

**EXHIBIT INDEX**

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| --- | --- |
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**FY11 Executive Incentive Plan**
**(First Half)**

1. **Purpose:** The FY11 Executive Incentive Plan (the“FY11 Plan”) is designed to reward key management for achieving certain financial and business objectives.
2. **Plan Period:** The FY11 Plan covers the period from October 2, 2010 through September 30, 2011.
3. **Eligibility:** This program applies to the Chief Executive Officer and his direct reporting senior executives. Other key employees may be added based upon the recommendation of the Chief Executive Officer and subsequent approval of the Compensation Committee. Those employees not covered by this plan may be eligible for other programs established by Skyworks.
4. **Incentive Targets:** Participants are eligible to earn a percentage of their base salary for attaining certain performance objectives. Nominal, target and stretch incentive awards have been established as follows (shown as a percentage of the participant’s base salary):

| Name | Incentive At Nominal | Incentive At Target | Incentive At Stretch |
|---|---|---|---|
| CEO | 50.0% | 100.0% | 200.0% |
| CFO, VP Sales, FES Business Unit General Manager, VP Ops | 35.0% | 70.0% | 140.0% |
| Other VPs | 27.5% | 55.0% | 110.0% |
| Special Participants | 20.0% | 40.0% | 80.0% |

5. **FY11 Metrics:** The performance metrics for FY11 are as follows:

1st Half Financial (2nd Half TBD)

| Metric | Nominal | Target | Stretch |
|---|---|---|---|
| Revenue | REDACTED | REDACTED | REDACTED |
| Gross Margin % | REDACTED | REDACTED | REDACTED |
| Operating Income Margin (%) | REDACTED | REDACTED | REDACTED |
| Cash (Inventory Turns) | REDACTED | REDACTED | REDACTED |
| FES Revenue | REDACTED | REDACTED | REDACTED |
| FES OI% | REDACTED | REDACTED | REDACTED |
| AC Revenue | REDACTED | REDACTED | REDACTED |
| AC OI% | REDACTED | REDACTED | REDACTED |
| VMS & MC Revenue | REDACTED | REDACTED | REDACTED |
| VMS & MC OI% | REDACTED | REDACTED | REDACTED |
| REDACTED Units | REDACTED | REDACTED | REDACTED |

1st Half Customer Satisfaction (2nd Half TBD)

| Metric | Weight | Nominal | Target | Stretch |
|---|---|---|---|---|
| On-Time Delivery | 50% | REDACTED | REDACTED | REDACTED |
| Returned Material $ Reduction | 50% | REDACTED | REDACTED | REDACTED |

Performance periods are semi-annual. The individual metrics above are for normal operations and any extraordinary events and/or charges will be brought to the Compensation Committee for review and approval. Metrics will be weighted based on performance for the first and second half of FY11 as follows:

| Division | Revenue | GM% | OI% | Inventory Turns | Customer Satisfaction | BU Revenue | BU OI% | REDACTED Units |
|---|---|---|---|---|---|---|---|---|
| REDACTED | n/a | n/a | 20% | n/a | 10% | 30% | 20% | 20% |
| REDACTED | n/a | n/a | 30% | n/a | 10% | 30% | 30% | n/a |
| REDACTED | 30% | 20% | 30% | 10% | 10% | n/a | n/a | n/a |
| REDACTED | 20% | 20% | n/a | n/a | n/a | 20% | 20% | 20% |
| Other Executives[2] | 30% | 20% | 30% | 10% | 10% | n/a | n/a | n/a |

1 BU metrics are combined VMS and MC

2 Includes CEO, CFO, VP General Counsel, VP HR, VP Quality, VP Corp. Dev.

**How the Plan Works:** Upon completion of the first six months of the Fiscal Year, the Chief Executive Officer will provide the Compensation Committee with recommendations for incentive award payments to the named participants of the plan. The Committee will review the recommendations and approve the actual amount to be paid to each participant. The Committee will rely upon the CEO for the appropriate distribution of the authorized incentive pool. The same process will occur for the 2nd 6 months of the Fiscal Year. All incentive award payments under the FY11 Plan, if earned, will be paid by March 15th of the calendar year following the end of the fiscal year in which the performance occurs.

6. **Administration:** Actual performance between the Nominal and Target metrics will be paid on a linear sliding scale beginning at the Nominal percentage and moving up to the Target percentage. The same linear scale will apply for performance between Target and Stretch metrics. In order to fund the incentive plans and insure the overall Company's financial performance, the following terms apply.

   - No incentive award will be paid unless the Company meets its Nominal operating income margin goal after accounting for any incentive award payments.
   - Payout for the first six month performance period will be capped at 80% of earnings with 20% being held back until the end of the fiscal year based on sustained performance.
   - Incentive payments will be processed in a timely manner at the completion of each six month performance period. Skyworks' CEO, subject to approval by the Compensation Committee, retains discretion to award below nominal or above Stretch and to modify all individual incentive payments to ensure equitable distribution of incentives; such modifications may include, but are not limited to, the delivery of equity or similar instruments in lieu of cash payments.
   - Any payout shall be conditioned upon the Participant's employment by the Company on the date of payment; provided, however, that the Compensation Committee may make exceptions to this requirement, in its sole discretion, including, without limitation, in the case of a participant's termination of employment, retirement, death or disability.

7. **Taxes:** All awards are subject to federal, state, local and social security taxes. Payments under this Plan will not affect the base salary, which is used as the basis for Skyworks' benefits program.

8. **Amendments:** The Company reserves the right to amend or terminate the FY11 Plan at any time in its sole discretion.

**Exhibit 10.KK**

November 23, 2010

Re: Amended and Restated Change of Control / Severance Agreement

Dear Dave:

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

1. Termination of Employment Related to Change of Control

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

1.2 "Change of Control" means an event or occurrence set forth in any one or more of subsections (a) through (d) below (including an event or occurrence that constitutes a Change of Control under one of such subsections but is specifically exempted from another such subsection):

(a) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership of any capital stock of Skyworks if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 40% or more of either (x) the then-outstanding shares of common stock of Skyworks (the "Outstanding Company Common Stock") or (y) the combined voting power of the then-outstanding securities of Skyworks entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from Skyworks (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of Skyworks, unless the Person exercising, converting or exchanging such security acquired such security directly from Skyworks or an underwriter or agent of Skyworks), (ii) any acquisition by Skyworks, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by Skyworks or any corporation controlled by Skyworks, or (iv) any acquisition by any corporation pursuant to a transaction which complies with clauses (i) and (ii) of subsection (c) of this Section 1.2; or

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

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

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

1.3 Subject to the provisions of Sections 7 and 8, (i) on the Payment Date (as defined below) (or such later date as may be required by Section 7), Skyworks will pay you a lump sum equal to two and one-half ($2^1/_2$) times the sum of (a) your rate of annual base salary in effect immediately prior to the Change of Control and (b) the greater of (1) the average of your three most recent annual cash bonuses received prior to the year in which the Change of Control occurs, whether or not includable in gross income for federal income tax purposes, and (2) your target annual cash bonus opportunity for the year in which the Change of Control occurs (without regard to the relative achievement of any performance milestones which would otherwise impact payment of the target bonus); and (ii) on the Payment Date, the exercise period of all of your then outstanding Skyworks stock options shall be extended so that such options remain exercisable for a period of thirty (30) months after the termination date (or, if earlier, until the last day of the full option term), subject to their other terms and conditions; and (iii) effective as of the Payment Date, Skyworks will provide you medical benefits substantially the same as those provided to you at the time of termination for a period of eighteen (18) months after the date of termination.

1.4 If any excise tax (the "Excise Tax") under Section 4999 of the Internal Revenue Code of 1986 (the "Code") is payable by you by reason of the occurrence of a change in the ownership or effective control of Skyworks or a change in the ownership of a substantial portion of the assets of Skyworks, determined in accordance with Section 280G(b)(2) of the Code, then Skyworks shall pay you, in addition to the amount payable under Section 1.3, an amount (the "Gross-Up Payment") equal to the sum of the Excise Tax and the amount necessary to pay all additional taxes imposed on (or economically borne by) you (including the Excise Tax, state and federal income taxes and all applicable employment taxes) attributable to the receipt of the Gross-Up Payment. For purposes of the preceding sentence, all taxes attributed to the receipt of the Gross-Up Payment shall be computed assuming the application of the maximum tax rate provided by law. Notwithstanding anything contained in this letter to the contrary, any Gross-Up Payment shall be paid no later than the last day of the calendar year following the calendar year in which you remit the Excise Tax.

2. <u>Termination Without Cause or for Good Reason</u>

2.1 If, while you are employed by Skyworks as Chief Executive Officer, (i) your employment with Skyworks is terminated by Skyworks without Cause, or (ii) you terminate your employment with Skyworks for Good Reason, then you will receive the benefits specified in Section 2.4 below. If your employment is terminated by Skyworks for Cause or by you without Good Reason, you will not be entitled to receive the benefits specified in Section 2.4 below. This Section 2.1 shall not apply if you are entitled to receive the benefits set forth in Section 1.3 above.

2.2 "Cause" means: (i) deliberate dishonesty significantly detrimental to the best interests of Skyworks or any subsidiary or affiliate; (ii) conduct on your part constituting an act of moral turpitude; (iii) willful disloyalty to Skyworks or refusal or failure to obey the directions of the Board; (iv) incompetent performance or substantial or continuing inattention to or neglect of duties assigned to you. Any determination of Cause must be made by the full Board at a meeting duly called, with you present and voting and, if you wish, with your legal counsel present.

2.3 "Good Reason" means (i) a material diminution in your authority, duties or responsibility from those in effect on the date of this agreement; (ii) a material diminution in your base salary as in effect on the date hereof or as the same may be increased from time to time; (iii) a requirement that you report to a corporate officer or employee instead of reporting directly to the Board; (iv) a material diminution in the budget over which the you retain authority; (v) a material change in your office location as in effect on the date hereof; and (vi) any material breach of this agreement by Skyworks; provided, however, that a termination for Good Reason can occur only if (i) you have given Skyworks a notice of the existence of a condition giving rise to Good Reason and Skyworks has not cured the condition giving rise to Good Reason within thirty (30) days after receipt of such notice, and (ii) such notice is given within ninety (90) days after the initial occurrence of the condition giving rise to Good Reason and further provided that a termination for Good Reason shall occur 30 days after such failure to cure.

2.4 Subject to the provisions of Sections 7 and 8, (i) on the Payment Date (or such later date as may be required by Section 7), Skyworks will pay you a lump sum equal to two (2) times the sum of (a) your rate of annual base salary in effect immediately prior to such termination and (b) the greater of (1) the average of your three most recent annual cash bonuses received prior to the year in which the termination of employment occurs, whether or not includable in gross income for federal income tax purposes, and (2) your target annual cash bonus opportunity for the year in which the termination of employment occurs (without regard to the relative achievement of any performance milestones which would otherwise impact payment of the target bonus); and (ii) (A) on the Payment Date, all of your Skyworks stock options will become immediately exercisable and, except as otherwise stated in this agreement, the exercise period of such options shall be extended so that such options remain exercisable for a period of two (2) years after the termination date, subject to their other terms and conditions, (B) each outstanding restricted stock award shall become immediately vested and free from restrictions as of the Payment Date and (C), you will be entitled to receive the number of performance shares that you would have earned had you remained employed through the end of the applicable performance period, and such shares shall be issued to you within 10 days of the end of the applicable performance period.

3. Voluntary Termination

Notwithstanding anything in this letter to the contrary, you may voluntarily terminate your employment for any reason on or after the date of this letter agreement (a

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

4. <u>Effect of Change of Control on Equity Awards</u>

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

5. <u>Non-Competition; Non-Solicitation</u>

During the term of your employment with Skyworks and for the first twenty-four (24) months after the date on which your employment with Skyworks is voluntarily or involuntarily terminated, by yourself or by the Company, and with or without cause (the "Noncompete Period"), you will not engage in any employment, consulting or other activity that competes with the business of Skyworks or any subsidiary or affiliate of Skyworks (collectively, "Skyworks and Affiliates"). You acknowledge and agree that your direct or indirect participation in the conduct of a competing business alone or with any other person will materially impair the business and prospects of Skyworks and Affiliates. During the Noncompete Period, you will not (i) attempt to hire any director, officer, employee or agent of Skyworks and Affiliates, (ii) assist in such hiring by any other person, (iii) encourage any person to terminate his or her employment or business relationship with Skyworks, (iv) encourage any customer or supplier of Skyworks to terminate its relationship with Skyworks, or (v) obtain, or assist in obtaining, for your own benefit (other than indirectly as an employee of Skyworks and Affiliates) any customer of Skyworks and Affiliates. If any of the restrictions in this Section 5 are adjudicated to be excessively broad as to scope, geographic area, time or otherwise, said restriction shall be reduced to the extent necessary to make the restriction reasonable and shall be binding on you as so reduced. Any provisions of this section not so reduced will remain in full force and effect.

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

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

6. Death or Disability

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

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

7. Miscellaneous

All claims by you for benefits under the Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to you in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to you for a review of the decision denying a claim. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Skyworks agrees to pay as incurred, to the full extent permitted by law, all legal, accounting and other fees and expenses which you may reasonably incur as a result of any claim or contest (regardless of the outcome thereof) by Skyworks, you or others regarding the validity or enforceability of, or liability under, any provision of this

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

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

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

Except as expressly provided in this Section 7, neither you nor Skyworks shall have the right to accelerate or to defer the delivery of the payments to be made under this Agreement. Each payment under Section 1.3 or 2.4 (whether or not pursuant to Section 3) shall be treated as a separate payment within the meaning of Section 409A of the Code. Notwithstanding anything in this letter to the contrary, references in Sections 1.3, 2.4 and 3 to employment termination shall be interpreted to mean “separation from service,” as that term is used in Section 409A and related regulations. Accordingly, payments under Sections 1.3, 2.4 or 3 of this agreement shall not be made unless a separation from service (as that term is used in Section 409A and related regulations) shall have occurred.

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

This agreement contains the entire understanding of the parties concerning its subject matter, and if there is any conflict between the terms of this Agreement and the terms of any other agreement (including but not limited to an equity award held by you or the applicable plan under which such award was issued), the terms of this Agreement shall govern. You shall not be eligible to receive severance or similar payments under any severance plan, program or policy maintained by the Company. This agreement may be modified only by a written instrument executed by both parties. This agreement replaces and supersedes all prior agreements relating to your employment or severance, including without limitation the letter agreement between you and Alpha Industries, Inc. dated April 1, 2001, the letter agreement between you and Skyworks dated May 26, 2005 and the letter agreement between you and Skyworks dated January 22, 2008. This agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

8. Release

Skyworks shall have no obligation to make any payments or provide any benefits pursuant to Section 1.3, Section 2.4 or Section 3, as applicable, unless (i) you agree to sign and deliver to the General Counsel of Skyworks a release of claims in substantially the form attached hereto as Exhibit A (the "Release") and (ii) the Release has become non-revocable by the sixtieth (60th) day following the date of termination of your employment. The payments and benefits pursuant to Section 1.3, 2.4 and 3 shall be paid or commence on the first payroll date following the date that the waiver and release becomes effective (the "Payment Date"). Notwithstanding the foregoing, if the 60th day following the date of termination occurs in the calendar year following the date of termination, then the Payment Date shall be no earlier than January 1 of such subsequent calendar year. For the avoidance of doubt, if the Six Month Delay applies to your payments and benefits, then payments and benefits pursuant to Section 1.3, 2.4 and 3 shall be paid at the time set forth in Section 7 hereof.

9. Term

This agreement, as amended and restated, shall become effective on November 23, 2010, and shall remain in effect for an initial term (the "Initial Term") ending January 22, 2014 (the "Ending Date"); provided, however, that (i) if your employment terminates prior to the Ending Date, this agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied and (ii) if a Change of Control occurs prior to the Ending Date, this agreement shall remain in effect until the latest to occur of

(a) the Ending Date; (b) the second anniversary of the Change of Control; or, if your employment terminates prior to the occurrence of the Ending Date or the second anniversary of the Change of Control, (c) the date that all of your and Skyworks' obligations hereunder have been fully satisfied; and, provided, further, however, this agreement shall renew automatically on the Ending Date for up to five (5) additional one (1) year periods (each, an "Additional Term") unless, at least ninety (90) days prior to the end of the Initial Term or the then-current Additional Term of the agreement, as applicable, either party provides written notice to the other party that the agreement should not be extended; provided that (x) if your employment terminates during any Additional Term, this agreement shall remain in effect until all of your and Skyworks' obligations hereunder have been fully satisfied and (y) if a Change of Control occurs prior to the end of any Additional Term, this agreement shall remain in effect until the latest to occur of (A) the end of the Additional Term, (B) the second anniversary of the Change of Control; or if your employment terminates prior to the occurrence of the end of the Additional Term or the second anniversary of the Change of Control, (C) the date that all of your and Skyworks' obligations hereunder have been fully satisfied.

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

Sincerely,

/s/ Timothy R. Furey
Timothy R. Furey
Chairman of the Compensation Committee

AGREED TO:

/s/ David J. Aldrich
David J. Aldrich

Date: November 23, 2010

**EXHIBIT A**

**Form of Release of Claims**

In consideration for receiving benefits pursuant to either, as applicable, Section 1.3, Section 2.4 or Section 3 of the Change in Control/Severance Agreement dated November 23, 2010 between you and Skyworks Solutions, Inc. (the "Company") (the "Agreement"), you, on behalf of yourself and your representatives, agents, estate, heirs, successors and assigns, agree to and do hereby forever waive, release and discharge the Company, and each of its affiliated or related entities, parents, subsidiaries, predecessors, successors, assigns, divisions, owners, stockholders, partners, directors, officers, attorneys, insurers, benefit plans, employees and agents, whether previously or hereinafter affiliated in any manner, as well as all persons or entities acting by, through, or in concert with any of them (collectively, the "Released Parties"), from any and all claims, debts, contracts, obligations, promises, controversies, agreements, liabilities, demands, wage claims, expenses, charges of discrimination, harassment or retaliation, disputes, agreements, damages, attorneys' fees, or complaints of any nature whatsoever, whether or not now known, suspected, claimed, matured or unmatured, existing or contingent, from the beginning of time until the moment you have signed this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act, event or omission concerning any matter, cause or thing, including, without limiting the generality of the foregoing, any claims related to or arising out of (i) your employment or its termination, (ii) any contract or agreement (express or implied) between you and any of the Released Parties, (iii) any tort or tort-type claim, (iv) any federal, state or governmental constitution, statute, regulation or ordinance, including but not limited to the U.S. Constitution; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable Executive Order Programs; any similar state or local statutes or laws; and any other federal, state, or local civil or human rights law, (v) any public policy, contract or tort law, or under common law, (vi) any policies, practices or procedures of the Company, (vii) any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation, (vii) any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters, (viii) any impairment of your ability to obtain subsequent employment, and (ix) any permanent or temporary disability or loss of future earnings.

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

YOU HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND YOU HAVE EITHER DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, YOU HAVE CHOSEN NOT TO DO SO OF YOUR OWN VOLITION;

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

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

Agreed: ________________________________________

Date:

Acknowledged: SKYWORKS SOLUTIONS, INC.

By:

GENERAL COUNSEL

Date:

EXHIBIT 10.MM

**WELLS FARGO BANK, N.A.**
**(Successor-by-merger to Wachovia Bank, National Association)**

December 17, 2010

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

Re: Termination of Program and Settlement Program Documents

Ladies and Gentlemen:

This letter relates to:

(a) That certain Credit and Security Agreement dated as of July 15, 2003, by and between Skyworks USA, Inc. ("Purchaser"), and Wells Fargo Bank, N.A. (successor-by-merger to Wachovia Bank, National Association), as "Lender" (as the same has been or may be amended, restated, supplemented, or otherwise modified from time to time the "Credit Agreement");

(b) That certain Receivables Purchase Agreement dated as of July 15, 2003, by and between Purchaser and Skyworks Solutions, Inc. ("Seller") (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement"); and

(c) That certain Servicing Agreement dated as of July 15, 2003, by and between Purchaser and Seller (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Servicing Agreement").

Capitalized terms used herein have the meanings ascribed thereto in the Credit Agreement. The term "Effective Date" means the date of this letter agreement.

Purchaser, Seller, and Lender have agreed to terminate the Program on and subject to the terms and conditions of this letter.

**A. SUMMARY OF TRANSACTIONS**

On the Effective Date and subject to the terms and conditions of this letter:

(1) The Purchase Agreement and the Subordinated Note will terminate as provided in Section B, below.

(2) The Servicing Agreement will terminate as provided in Section C, below.

(3) The Credit Agreement and the Commitment will terminate as provided in Section D, below.

(4) Purchaser will pay all outstanding Obligations to Lender as provided in Section D, below.

**B. TERMINATION OF PURCHASE AGREEMENT**

On the Effective Date, (1) Seller's obligations to sell Receivables to Purchaser, and Purchaser's obligations to purchase any Receivables from Seller, shall cease and terminate, (2) after giving effect to each of the transactions contemplated in this letter agreement, the Purchase Agreement shall be deemed terminated and of no further force and effect, other than with respect to those provisions which, by their terms, survive termination and (3) the Subordinated Note, dated July 15, 2003, in the original principal amount of $7,500,000 shall be deemed paid in full and terminated.

**C. TERMINATION OF SERVICING AGREEMENT**

On the Effective Date, the Servicing Agreement shall be deemed terminated and of no further force and effect, other than with respect to those provisions which, by their terms, survive termination. Any outstanding liabilities or obligations owing under the Servicing Agreement shall be settled between Purchaser and Seller in the manner determined between them in separate writings.

**D. TERMINATION OF CREDIT AGREEMENT AND COMMITMENT**

On the Effective Date, the Commitment will be deemed terminated, and Lender shall have no obligation to make any further Advances to Purchaser thereunder.

As of the Effective Date, Seller has a certificate of deposit maintained at Lender (account no. REDACTED) (the "CD"). On the Effective Date, Lender will cease to have any interest in the CD pursuant to any of the Program Documents, and the CD will continue in accordance with its terms. Any redemption, renewal, or other disposition of the CD or the funds represented thereby will, on and after the Effective Date, be governed by the terms of the CD and the agreements relating thereto.

On the Effective Date, the Purchaser shall pay to Lender all Obligations owing under the Credit Agreement, calculated as follows:

| | |
|---|---|
| (1) Aggregate Advances: | $ — |
| (2) Accrued and Unpaid Interest: | $ — |
| (3) Program Fees: | $ — |
| (4) Attorneys' Fees and Expenses: | $4,000 |
| (5) Other Reimbursable Costs: | $ — |
| TOTAL (the "Lender Total"): | $4,000 |

Purchaser agrees that it will pay the Lender Total to Jones Day, counsel to Lender, in accordance with the following instructions (which payment shall, for purposes of this letter agreement, be referred to as "Lender Payment"):

| | |
|---|---|
| Bank Name: | Wachovia Bank, National Association |
| Account Name: | Jones Day |
| Account Number: | REDACTED |
| ABA Routing Number: | REDACTED |
| Reference: | Please contact Wayne Webb at (404) 581-8561 after the funds have been transferred. Please identify for payment of Wachovia/Skyworks CAM No. REDACTED. |

On the Effective Date and after Purchaser makes the Lender Payment, the Obligations will be deemed satisfied in full and the Credit Agreement will be deemed terminated and of no further force and effect, in each case other than with respect to those provisions which, by their terms, survive termination.

In connection with the termination of the Credit Agreement, Purchaser, Seller, and Lender agree that, in determining the Lender Total, Purchaser may have been given credit for collections and payments (whether in the form of a check, draft, instrument, item, wire, ACH transfer, or other remittance or form of payment) which may subsequently be dishonored, returned, reversed, or otherwise unpaid or which Lender must disgorge, return, or repay (all of such collections and payments, if and to the extent dishonored, returned, reversed, unpaid, disgorged, returned, or repaid, "Returned Items"). Each of Seller and Purchaser will indemnify and hold harmless Lender from all losses, costs (including, without limitation, reasonable attorneys fees) and claims arising on account of any Returned Item and will pay Lender on demand from time to time the amount of each such Returned Item. For its part, Seller acknowledges and agrees that Lender would not consent to the termination of the Program as provided herein but for, among other things, Seller's agreement of indemnity set forth in this paragraph.

Upon receipt by Jones Day of the Lender Payment, (1) within a reasonable period of time following the Effective Date, not to exceed five Business Days, the Note will be marked "PAID" and returned to Purchaser; (2) all collateral security securing the Obligations is released; (3) all mortgages, collateral assignments, and other Liens securing the Obligations (whether recorded in public or private books and records or otherwise) is released, terminated, and reassigned; (4) Seller, Purchaser, and their respective designees, at their own cost and expense, are authorized to file termination statements to terminate (a) that certain UCC-1 financing statement in the Secretary of State of the State of Delaware (the "DE Office") no. REDACTED and (b) that certain UCC-1 financing statement in the DE Office no. REDACTED; and (5) Lender will, at Seller's cost and expense, take such other actions as Seller or Purchaser reasonably requests Lender to take to further effect the transactions contemplated in this letter agreement.

**E. NOTICE TO UNDERWRITER**

Lender hereby acknowledges and agrees that the Underwriter has previously been notified of the termination of the Program, effective as of October 14, 2010, and that Lender will have no interest in and to the Policy after Jones Day's receipt of the Lender Payment. For purposes of clarification, Lender agrees that all of its right, title, or interest in and to the Policy shall automatically terminate upon Jones Day's receipt of the Lender Payment.

**F. TERMINATION OF DEPOSIT ACCOUNT CONTROL AGREEMENT; POST-TERMINATION CASH MANAGEMENT ARRANGEMENTS**

Upon receipt by Jones Day of the Lender Payment, that certain Control Agreement for Notification and Acknowledgment of Pledge or Security Interest in Accounts (the "DACA") dated as of July 15, 2003, among Wachovia Bank, National Association (as "Depository Bank"), Lender, and Purchaser, shall, without further action, be deemed terminated and of no further force and effect (the terms thereof notwithstanding), other than with respect to those of its provisions which, by their terms, survive termination. Lender makes this agreement as to the DACA as "Secured Party" and as "Depository Bank" under the DACA. Each of Lender (in its capacity as Secured Party and Depository Bank) and Purchaser (in its capacity as Borrower) hereby waives the notice requirements set forth in the DACA regarding termination thereof, subject to the terms and conditions of this letter agreement.

Seller and Purchaser agree that any other agreements, instruments, or writings regarding any of their respective deposit accounts at Lender and any lockbox or other bank products or services provided by Lender (other than the DACA) shall remain in full force and effect until amended, terminated, or superseded by agreement between Purchaser and Lender, and Seller and Purchaser shall continue to abide by and comply therewith, notwithstanding the agreements set forth in this Agreement, until such agreements are terminated in accordance with their terms. At Purchaser and Seller's request, Lender agrees that it will continue (1) to operate the Lockbox and to process collections delivered thereto in accordance with the Lockbox Agreement in the manner which existed immediately before the Effective Date; and (2) from and after the Effective Date, and following receipt by Jones Day of the Lender Payment, Lender will cooperate with Seller and Purchaser to transfer any funds on deposit in the USA Account as Purchaser may hereafter instruct Lender in writing.

Purchaser and Seller agree to pay Lender the fees and costs for such services in accordance with the Lockbox Agreement and the other standing agreements relating to the Lockbox and the Purchaser's Account or, if no provision for such fees and costs are provided for such agreements, on customary and standard terms and rates offered by Lender to other customers which are of similar size and standing as Seller. After the Effective Date, any of Seller, Purchaser, and Lender may, by not less than 10 days' prior written notice to the other parties, terminate any arrangements set forth in this Section F, unless other written agreements regarding such services have been agreed to, in which case such other written agreements shall control the rights each party has to terminate such arrangements.

**G. MISCELLANEOUS**

Seller and Purchaser each agrees that, upon the Effective Date and after giving effect to all transactions contemplated in this letter agreement, each of them releases Lender and its affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents, and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which either of them ever had, now have, or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Program (other than any based upon, arising under or related to this letter agreement.

This letter agreement shall not be effective unless and until each party hereto shall have executed and delivered a copy hereof as provided herein. If the Lender Payment does not occur on or before 4:00 p.m., Charlotte, North Carolina, time, on the date of this letter, this letter shall be of no force and effect.

This letter agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this letter agreement by facsimile transmission or Adobe Corporation's Portable Document Format (or PDF) shall be effective as delivery of a manually executed counterpart hereof; provided that such facsimile or PDF transmission shall be promptly followed by the original thereof.

[CONTINUED ON FOLLOWING PAGES.]

If Seller and Purchaser are in agreement with this letter, please indicate such agreement in the spaces provided below and return an executed copy of it to Lender via fax or PDF to Lender's counsel (Tim Bratcher 404-581-8330 or tbratcher@jonesday.com) and, subsequently, provide three originals to Tim Bratcher at Jones Day, 1420 Peachtree Street, Atlanta, GA 30309, Attn: Timothy W. Bratcher.

Sincerely,

WELLS FARGO BANK, N.A. (successor-by-merger to Wachovia Bank, National Association)

By: /s/ Brian J. Fulk
Name: Brian J. Fulk
Title: Senior Vice President

[Termination of Program and Settlement Program Documents]

ACKNOWLEDGED AND AGREED AS
OF THE DATE FIRST ABOVE WRITTEN:

SKYWORKS SOLUTIONS, INC.

By: /s/ Robert J. Terry
Name: Robert J. Terry
Title: Assistant General Counsel and Assistant Secretary

SKYWORKS USA, INC.

By: /s/ Brian Harrison
Name Brian Harrison
Title: Vice President

**EXHIBIT 31.1**

CERTIFICATION OF THE CEO PURSUANT TO SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David J. Aldrich, certify that:

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

Date: February 8, 2011

/s/ David J. Aldrich

David J. Aldrich
Chief Executive Officer
President

**EXHIBIT 31.2**

CERTIFICATION OF THE CFO PURSUANT TO SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, RULES 13a-14(a) AND 15d-14(a) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Donald W. Palette, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Skyworks Solutions, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and,

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and,

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2011

/s/ Donald W. Palette

Donald W. Palette
Chief Financial Officer
Vice President

**EXHIBIT 32.1**

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

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ending December 31, 2010 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David J. Aldrich, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

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

/s/ David J. Aldrich

David J. Aldrich
Chief Executive Officer
President

Date: February 8, 2011

**EXHIBIT 32.2**

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

In connection with the quarterly report of Skyworks Solutions, Inc. (the "Company") on Form 10-Q for the period ending December 31, 2010 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Donald W. Palette, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

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

/s/ Donald W. Palette

Donald W. Palette
Chief Financial Officer
Vice President

Date: February 8, 2011