

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

SCHEDULE TO/A
TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 2)

**ADVANCED ANALOGIC TECHNOLOGIES
INCORPORATED**

(Name of Subject Company (Issuer))

SKYWORKS SOLUTIONS, INC.
POWERCO ACQUISITION CORP.

(Names of Filing Persons (Offerors))

Common Stock, \$0.001 par value per share
(Title of Class of Securities)

00752J108
(CUSIP Number of Class of Securities)

Mark V. B. Tremallo
Vice President, General Counsel and Secretary
Skyworks Solutions, Inc.
20 Sylvan Road
Woburn, Massachusetts 01801
(949) 231-4700

(Name, address, and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)

Copies to:

Rod J. Howard, Esq.
Wilmer Cutler Pickering Hale and Dorr, LLP
950 Page Mill Road
Palo Alto, California 94304
650-858-6000

CALCULATION OF FILING FEE

Transaction valuation*	Amount of filing fee**
\$308,567,366.00	\$35,362.00

* Estimated for purposes of calculating the amount of the filing fee only, in accordance with Rule 0-11(d) under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). The transaction valuation was calculated by multiplying the offer price of \$5.80 per share by the number of shares of common stock, par value \$0.001 per share ("Shares"), of Advanced Analogic Technologies Incorporated ("AATI") outstanding on a fully diluted basis as of December 5, 2011, consisting of (a) 44,301,895 Shares issued and outstanding, (b) 6,747,913 Shares subject to issuance upon exercise of outstanding options and (c) 2,151,462 Shares subject to outstanding restricted stock units.

** The amount of filing fee is calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 3 for fiscal year 2012 issued by the Securities and Exchange Commission. Such fee equals 0.011460% of the transaction value.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$35,362.00
Form or Registration No.: SC TO-T

Filing Party: Skyworks Solutions, Inc.
Date Filed: December 9, 2011

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
 issuer tender offer subject to Rule 13e-4.
 going-private transaction subject to Rule 13e-3.

amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

This Amendment No. 2 (this "Amendment") to the Tender Offer Statement on Schedule TO (as amended and supplemented from time to time, the "Schedule TO") is filed by Skyworks Solutions, Inc., a Delaware corporation ("Skyworks"), and PowerCo Acquisition Corp, a Delaware corporation ("Offeror") and a wholly owned subsidiary of Skyworks. This Amendment amends and supplements the Schedule TO relating to the offer by Offeror to purchase all of the outstanding shares of common stock, par value \$0.001 per share (the "Shares"), of Advanced Analogic Technologies Incorporated, a Delaware corporation ("AATI"), at a price per share of \$5.80, net to the seller in cash, without interest and subject to any required withholdings of taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated December 9, 2011 (the "Offer to Purchase") and in the related Letter of Transmittal, copies of which were attached to the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively (which, together with any amendments or supplements to the Offer to Purchase and the Letter of Transmittal, collectively constitute the "Offer").

Except as otherwise set forth below, the information set forth in the Schedule TO remains unchanged and is incorporated herein by reference as relevant to the items in this Amendment. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Offer to Purchase or in the Schedule TO.

Items 1 through 9 and Item 11.

Items 1 through 9 and Item 11 of the Schedule TO are hereby amended and supplemented as follows:

The first sentence of the second paragraph of the section of the Offer to Purchase entitled "Summary Term Sheet" is amended and restated as follows:

"Information included or incorporated by reference in this Offer to Purchase relating to AATI, its stock and its directors, officers, stockholders and employees has been provided by AATI."

The description of the "Minimum Condition" in the section of the Offer to Purchase entitled "Summary Term Sheet" is amended and restated as follows:

"Minimum Condition: At least a majority of the Shares outstanding immediately prior to the expiration of the Offer. If the Offer had expired on December 5, 2011, a majority of the Shares outstanding would have been 22,150,948 Shares."

Section 10 of the Offer to Purchase is amended by adding the following two new paragraphs immediately prior to the first full paragraph on page 34 of the Offer to Purchase:

"Skyworks reduced its offer price from \$6.13 in cash and stock to \$5.80 in cash as part of the resolution of the parties' arbitration claims. The price reduction was the result of intensive negotiation, and, from Skyworks's perspective, reflected Skyworks's assessment of the strength of the parties' claims, each party's probability of prevailing on those claims, the risks of not prevailing, the uncertainties, expenses and distractions of litigation, the impact of developments since the original signing of the parties' merger agreement in May 2011, and risks and uncertainties in the current business environment. Skyworks structured the offer as an all-cash offer because it believed that an all-cash transaction would be in the interests of Skyworks and its stockholders. In this regard, Skyworks believed that if the transaction was to proceed, it would be desirable to proceed with and complete the transaction, and to obtain operational control of AATI, quickly, in order to minimize the risks and uncertainties of interim operations and to begin to achieve the expected benefits of the transaction as soon as possible. Skyworks believed that an all-cash transaction would likely be completed more quickly than a transaction that included a mix of cash and stock. In addition, Skyworks, in the parties' original May 26, 2011 merger agreement, had negotiated for (and obtained) the right to pay the entire merger consideration in cash (all cash, no stock) if, at the closing, Skyworks's stock was trading below a specified average closing price threshold (\$21). Since Skyworks's stock has, in fact, been trading recently (and was trading, at the time the amended merger agreement was being negotiated in late November 2011) below the \$21 threshold for Skyworks to exercise its all-cash option, Skyworks believed it was in the interests of Skyworks and its stockholders financially to pay the revised transaction price all in cash."

"Amendment No. 1 to the Merger Agreement adds new Section 5.3 to the Merger Agreement. New Section 5.3(b) provides that AATI will not effect, propose, request, or seek any customer-approved "pull in" or acceleration of any sale, any shipment, delivery or fulfillment of any order that, as of November 30, 2011, was scheduled or forecast to be completed, shipped or fulfilled after December 31, 2011 without prior written approval of Skyworks. In the course of the parties' negotiations on November 29, Skyworks requested, and AATI agreed to, language requiring Skyworks's consent for the "pull in" or acceleration by AATI of certain sales, shipments, deliveries and fulfillments. This provision was negotiated in order to clarify certain matters of interpretation on which the parties had previously disagreed, to avoid possible dispute as to what practices would, or would not, be covered by the general provisions of Section 5.1 of the Merger Agreement requiring AATI to operate in the ordinary course, and to provide bright-line operational guidance to the companies during the period between the signing of Amendment No. 1 to the Merger Agreement and the closing of the Offer and Merger."

Section 11 of the Offer to Purchase is hereby amended by amending and restating the second to last sentence in the second full paragraph on page 49 as follows:

"The above discussion of Skyworks' obligations regarding employee compensation and benefits does not apply to equity-based compensation and benefits, compensation and benefits under individual employment, severance and/or change-of-control agreements and arrangements, special bonuses, and similar compensation and benefits."

The first sentence of the second to last paragraph of Section 14 of the Offer to Purchase is hereby amended and restated as follows:

"The conditions described above are for the sole benefit of Skyworks and us and, except for the Minimum Condition which may only be waived with the written consent of AATI, may be waived by Skyworks in whole or in part at any time and from time to time on or before the expiration of the Offer and in the sole discretion of Skyworks and us, subject in each case to the terms of the Merger Agreement."

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 22, 2011

SKYWORKS SOLUTIONS, INC.

By: /s/ DAVID J. ALDRICH

Name: David J. Aldrich

Title: President and Chief Executive Officer

POWERCO ACQUISITION CORP.

By: /s/ MARK V.B. TREMALLO

Name: Mark V.B. Tremallo

Title: Vice President

December 22, 2011

Rod J. Howard

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rod.howard@wilmerhale.com**Via EDGAR and Overnight Delivery**

U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549-3628
Attention: Peggy Kim, Special Counsel

**Re: Advanced Analogic Technologies Incorporated
Schedule TO filed on December 9, 2011
Filed by Skyworks Solutions, Inc. and PowerCo Acquisition Corp.
File No. 5-81524**

Ladies and Gentlemen:

On behalf of our clients, Skyworks Solutions, Inc. ("**Skyworks**") and PowerCo Acquisition Corp. ("**Offeror**"), we are responding to the comments of the staff (the "**Staff**") of the U.S. Securities and Exchange Commission (the "**Commission**") contained in the Staff's letter dated December 20, 2011 (the "**Comment Letter**"), relating to the above-referenced Schedule TO filed by Skyworks and Offeror with the Commission on December 9, 2011 (SEC File No. 5-81524) in connection with the offer (the "**Offer**") to purchase all of the issued and outstanding shares of common stock, par value \$0.001 per share, of Advanced Analogic Technologies Incorporated ("**AATI**").

In response to the comments set forth in the Comment Letter, the Schedule TO is being amended and Skyworks is filing Amendment No. 2 to the Schedule TO ("**Amendment No. 2**") with this response letter. Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in Offeror's Offer to Purchase, filed as Exhibit (a)(1)(A) to the Schedule TO (the "**Offer to Purchase**").

We have repeated the Staff's comments below in boldface type before each of our responses below. The numbered paragraphs of this letter correspond to the numbered paragraphs of the Comment Letter. References to "we," "our" or "us" mean Skyworks and the Offeror or their advisors, as the context indicates.

Offer to Purchase**General**

COMMENT 1: We note that the target company, AATI, has not filed its most recent quarterly report on Form 10-Q for the quarter ended September 30, 2011. Please advise and disclose whether AATI has provided you with any financial information for that quarter that is not publicly available. We may have further comment.

Wilmer Cutler Pickering Hale and Dorr LLP, 950 Page Mill Road, Palo Alto, CA 94304

Beijing Berlin Boston Brussels Frankfurt London Los Angeles New York Oxford Palo Alto Waltham Washington

RESPONSE: AATI issued an earnings release on November 9, 2011 disclosing net revenue and net loss and setting forth a condensed consolidated balance sheet, a condensed consolidated statement of operations, a non-GAAP financial summary, and GAAP to non-GAAP reconciliation tables and information as of, and for the quarterly period ended, September 30, 2011. AATI provided Skyworks with certain operational information for the quarterly period ended September 30, 2011 as part of discovery responses in the parties' recently settled confidential arbitration proceedings in Delaware, and has incidentally provided certain financial information for that quarterly period in response to more recent requests by Skyworks under the parties' amended merger agreement and confidentiality agreement for information relating to the current quarter, i.e., the quarter ending December 31, 2011, and future periods. The information was provided to Skyworks by AATI for purposes of integration planning and includes financial information regarding excess and obsolete inventory, income statement and balance sheet trends, quarter over quarter gross profit trends by cost component, and department level spending trends. Some or most of this information is likely to be non-public, and consists of information that is not required to be disclosed in periodic reports under the Exchange Act. Skyworks has not inventoried this information, but does not believe it to be material to the investment decision of AATI stockholders in the Offer.

Summary Term Sheet, page 1

COMMENT 2: We note your statement that “neither we nor Skyworks is responsible for the accuracy or completeness of” the information provided by AATI in the Offer to Purchase. You may not disclaim responsibility for disclosure appearing in your offering document. Please revise as appropriate.

RESPONSE: We have revised the Offer to Purchase on page 1 to remove the language referenced by the Staff in Comment 2.

COMMENT 3: Please revise to estimate the number of shares required to be tendered in order to satisfy the Minimum Condition.

RESPONSE: We have revised the Offer to Purchase on page 1 to provide an estimate of the number of shares required to be tendered in order to satisfy the Minimum Condition.

Background of the Offer, page 20

COMMENT 4: Please revise your background discussion to explain the reasons that Skyworks reduced its offer price from \$6.13 in cash and stock to \$5.80 in cash.

RESPONSE: We have revised the background discussion on page 34 of the Offer to Purchase to include an explanation of Skyworks' reasons for reducing its offer price from \$6.13 in cash and stock to \$5.80 in cash.

Purpose of the Offer and the Merger, page 35

COMMENT 5: Please revise to disclose the substance of Section 5.3(b) of the Amended Merger Agreement. In this regard, please also revise the “Background of the Offer” section to discuss the parties’ reasons for including this new provision.

RESPONSE: We have revised the “Background of the Offer” discussion on page 34 of the Offer to Purchase to include the parties’ reasons for including this provision. We respectfully note that the substance of Section 5.3(b) is disclosed on page 45 of the Offer to Purchase.

Conditions of the Offer, page 53

COMMENT 6: We note the bidders’ right to waive conditions. If the bidders decide to waive any material conditions, please note that they must expressly announce their decision in a manner reasonably calculated to inform security holders of the waiver. In this regard, it appears that the waiver of the Minimum Condition would constitute a material change requiring that at least five business days remain in the offer after such waiver. Please provide us with the bidders’ views on this issue and whether or not waiver of the remaining conditions will constitute a material change. See Rule 14d-4(d).

RESPONSE: Skyworks and Offeror agree with the Staff that a waiver of (i) the Minimum Condition (such waiver requiring the written consent of AATI) and (ii) the condition relating to governmental authority action would each constitute a material change to the Offer materials, requiring that at least five business days remain in the Offer after such waiver. In the event of a material change to the Offer materials, Skyworks and Offeror will comply with the requirements of Rule 14d-4(d) of the Securities Exchange Act of 1934, as amended. Skyworks and Offeror respectfully submit that a waiver of any of the other conditions to the Offer would not constitute a material change or amendment to the terms of the Offer.

COMMENT 7: You state that any condition may be waived by Skyworks “in whole or in part at any time and from time to time.” All conditions to the tender offer, other than those dependent upon the receipt of any governmental approvals necessary to consummate the offer, must be satisfied or waived on or before the expiration of the offer. Please revise this language to clarify.

RESPONSE: In response to the Staff’s comment, we have revised Section 14 of the Offer to Purchase on page 54.

COMMENT 8: Please refer to the second-to-last paragraph relating to your failure to exercise any of the rights described in this section. This language implies that once a condition is triggered, you must decide whether or not to assert it. Please note that when a condition is triggered and you decide to proceed with the offer anyway, the staff believes that this constitutes a waiver of the triggered condition. Depending on the materiality of the waived condition and the number of days remaining in the offer, you may be required to

extend the offer and recirculate new disclosure to security holders. You may not, as this language suggests, simply fail to assert a triggered condition and effectively waive it without officially doing so. Please confirm your understanding supplementally, or revise your disclosure.

RESPONSE: Skyworks and Offeror confirm their understanding that if an Offer condition is triggered and Skyworks and Offeror decide to proceed with the Offer anyway, this constitutes a waiver of the triggered condition. Depending on the materiality of the waived condition and the number of days remaining in the Offer, Skyworks and Offeror may be required to extend the Offer and make new disclosure to security holders. Skyworks and Offeror further confirm their understanding that they may not simply fail to assert a triggered Offer condition and thus effectively waive it without officially doing so.

Closing

In connection with this response, Skyworks and Offeror hereby acknowledge that:

- Each of Skyworks and Offeror is responsible for the adequacy and accuracy of its disclosure in the filing;
- Staff comments or changes to disclosure in response to Staff comments do not foreclose the Commission from taking any action with respect to the filing; and
- Each of Skyworks and Offeror may not assert Staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

We would very much appreciate the Staff's prompt review of Amendment No. 2. Should you have any follow-up questions, please call the undersigned at (650) 858-6020.

Sincerely,

WILMER CUTLER PICKERING HALE AND DORR, LLP

/s/ Rod J. Howard

Rod J. Howard, Esq.

cc: Mark V. B. Tremallo
Skyworks Solutions, Inc.

Richard K. Williams
Advanced Analogic Technologies Incorporated

Mark L. Reinstra, Esq.
Robert T. Ishii, Esq.
Wilson Sonsini Goodrich & Rosati, PC