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POWER INTEGRATIONS INC

FORM 10-K
(Annual Report)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-K

(Mark One)
☒ **Annual report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the fiscal year ended December 31, 2014**

or

☐ **Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from to**

Commission File Number 0-23441

POWER INTEGRATIONS, INC.
(Exact name of registrant as specified in its charter)

DELAWARE	**94-3065014**
(State or other jurisdiction of Incorporation or organization)	**(I.R.S. Employer Identification No.)**
5245 Hellyer Avenue, San Jose, California	**95138-1002**
(Address of principal executive offices)	**(Zip code)**

(408) 414-9200
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, $.001 Par Value	The NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES ☒ NO ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES ☐ NO ☒

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

Indicate by check mark whether the registrant 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 during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

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:

Large accelerated filer ☒
Accelerated filer ☐
Non-accelerated filer ☐
(Do not check if a smaller reporting company)
Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). YES ☐ NO ☒

The aggregate market value of registrant's voting and non-voting common stock held by non-affiliates of registrant on June 30, 2014, the last business day of the registrant's most recently completed second fiscal quarter, was approximately $1.6 billion , based upon the closing sale price of the common stock as reported on The NASDAQ Global Select Market. Shares of common stock held by each officer, director and holder of 10% or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not a conclusive determination for other purposes.

Outstanding shares of registrant's common stock, $0.001 par value, as of January 30, 2015 : 29,331,133 .

DOCUMENTS INCORPORATED BY REFERENCE

The information required by Part III of this report, to the extent not set forth herein, is incorporated by reference from the Registrant's definitive proxy statement relating to the 2015 annual meeting of stockholders, which definitive proxy statement will be filed with the Securities and Exchange Commission within 120 days after the fiscal year to which this Report relates.

POWER INTEGRATIONS, INC.

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Cautionary Note Regarding Forward-Looking Statements

This Annual Report on Form 10-K, including information incorporated by reference herein, includes a number of forward-looking statements that involve many risks and uncertainties. In some cases, forward-looking statements are indicated by the use of words such as "would", "could", "will", "may", "expect", "believe", "anticipate", "if", "future", "intend", "plan", "estimate", "potential", "seek" or "continue" and similar words and phrases, including the negatives of these terms, or other variations of these terms. These statements reflect our current views with respect to future events and our potential financial performance and are subject to risks and uncertainties that could cause our actual results and financial position to differ materially and adversely from what is projected or implied in any forward-looking statements included in this Form 10-K. These factors include, but are not limited to: we do not have long-term contracts with any of our customers and if they fail to place, or if they cancel or reschedule orders for our products, our operating results and our business may suffer; intense competition in the high-voltage power supply industry may lead to a decrease in our average selling price and reduced sales volume of our products; if demand for our products declines in our major end markets, our net revenues will decrease; we depend on third-party suppliers to provide us with wafers for our products and if they fail to provide us sufficient quantities of wafers, our business may suffer; if we are unable to adequately protect or enforce our intellectual property rights, we could lose market share, incur costly litigation expenses, suffer incremental price erosion or lose valuable assets, any of which could harm our operations and negatively impact our profitability; fluctuations in exchange rates, particularly the exchange rate between the U.S. dollar and the Japanese yen, Swiss franc and Euro, may impact our gross margin or net income; audits of our tax returns and potential future changes in tax laws may increase the amount of taxes we are required to pay; we are engaged in intellectual property litigation, and if the outcome is unfavorable to us, it could result in significant losses and the right to use some of our technologies; and the other risks factors described in Item 1A of Part I -- "Risk Factors" of this Form 10-K. We make these forward looking statements based upon information available on the date of this Form 10-K, and we have no obligation (and expressly disclaim any obligation) to update or alter any forward-looking statements, whether as a result of new information or otherwise. In evaluating these statements, you should specifically consider the risks described under Item 1A of Part I -- "Risk Factors," Item 7 of Part II -"Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this Annual Report on Form 10-K.

PART I.

Item 1. Business.

Overview

We design, develop and market analog and mixed-signal integrated circuits (ICs) and other electronic components and circuitry used in high-voltage power conversion. Our products are used in power converters that convert electricity from a high-voltage source (i.e., 48 volts or higher) to the type of power required for a specified downstream use. In most cases, this conversion entails, among other functions, converting alternating current (AC) to direct current (DC) or vice versa, reducing or increasing the voltage, and regulating the output voltage and/or current according to the customer's specifications.

A large percentage of our products are ICs used in AC-DC power supplies, which convert high-voltage AC from a wall outlet to the low-voltage DC required by most electronic devices. Power supplies incorporating our products are used with all manner of electronic products including mobile phones, computers, entertainment and networking equipment, appliances, utility meters, industrial controls and LED lights. Our highly integrated IC products incorporate high-voltage transistors (MOSFETs) and low-voltage control circuitry on either a monolithic die or in a hybrid configuration (i.e., separate MOSFETs and controllers side-by-side in a single package). We believe our patented TOPSwitch ICs, introduced in 1994, were the first highly integrated ICs to achieve widespread acceptance in the power-supply market. We have since introduced additional product families to broaden our addressable market and increase the functionality of our products; we currently offer IC products that can be used in power supplies with output wattages up to approximately 500 watts.

Since our May 2012 acquisition of CT-Concept Technologie AG (Concept), we also offer IGBT drivers - circuit boards containing multiple ICs, electrical isolation components and other circuitry - used to operate arrays of high-voltage, high-power transistors known as IGBT modules. These driver/module combinations are used for power conversion in high-power applications (i.e., power levels ranging from tens of kilowatts up to one gigawatt) such as industrial motors, solar- and wind-power systems, electric vehicles and high-voltage DC transmission systems.

Our products bring a number of important benefits to the power-conversion market compared with less advanced alternatives, including reduced component count and design complexity, smaller size, higher reliability and reduced time-to-market. Our products also improve the energy efficiency of power converters, helping our customers meet the increasingly stringent efficiency standards that have been adopted around the world for many electronic products, and improving the efficacy of renewable-energy systems, electric vehicles and other high-power applications.

Industry Background

Virtually every electronic device that plugs into a wall socket requires a power supply to convert the high-voltage alternating current provided by electric utilities into the low-voltage direct current required by most electronic devices. A power supply may be located inside a device, such as consumer appliances or desktop computer, or it may be outside the device as in the case of a mobile-phone charger or an adapter for a cordless phone.

Until approximately 1970, AC-DC power supplies were generally in the form of line-frequency, or linear, transformers. These devices, consisting primarily of copper wire wound around an iron core, tend to be bulky and heavy, and typically waste a substantial amount of electricity. In the 1970s, the invention of high-voltage discrete semiconductors enabled the development of a new generation of power supplies known as switched-mode power supplies, or switchers. These switchers generally came to be a cost-effective alternative to linear transformers in applications requiring more than about three watts of power; in recent years the use of linear transformers has declined even further as a result of energy-efficiency standards and higher raw-material prices.

Switchers are generally smaller, lighter-weight and more energy-efficient than linear transformers. However, switchers designed with discrete components are highly complex, containing numerous components and requiring a high level of analog design expertise. Further, the complexity and high component count of discrete switchers make them relatively costly, difficult to manufacture and prone to failures. Also, some discrete switchers lack inherent safety and energy-efficiency features; adding these features may further increase the component count, cost and complexity of the power supply.

In high-power systems such as industrial motor drives, electric locomotives and renewable-energy systems, power conversion is typically performed using arrays of high-power silicon transistors known as IGBT modules; these modules are operated by electronic circuitry known as IGBT drivers, whose function is to ensure accurate, safe and reliable operation of the IGBT modules. Much like discrete power supplies, discrete IGBT drivers tend to be highly complex, requiring a large number of components and a great deal of design expertise.

Our Highly Integrated Approach

In 1994 we introduced TOPSwitch, the industry's first cost-effective high-voltage IC for switched-mode AC-DC power supplies; we have since introduced a range of other product families such as TinySwitch, LinkSwitch and Hiper, which have expanded the range of power-supply applications we can address. In May 2012 we acquired Concept, further expanding our addressable market to include IGBT drivers.

Our ICs and IGBT drivers drastically reduce the complexity and component count of power converters compared to typical discrete designs by integrating many of the functions otherwise performed by numerous discrete electronic components, and by eliminating (or reducing the size and cost of) additional components through innovative system design. As a result, our products enable power converters to have superior features and functionality at a total cost equal to or lower than that of many competing alternatives. Our products offer the following key benefits:

- *Fewer Components, Reduced Size and Higher Reliability*

Our highly integrated ICs and IGBT drivers enable designs with up to 70% fewer components than comparable discrete designs. This reduction in component count enhances reliability and efficiency, reduces size, accelerates time-to-market and results in lower manufacturing costs for our customers. Power supplies that incorporate our ICs are also lighter and more portable than comparable power supplies built with copper-and-iron linear transformers, which are still used in some low-power applications.

- *Reduced Time-to-Market, Enhanced Manufacturability*

Because our products eliminate much of the complexity associated with the design of power converters, designs can typically be completed in much less time, resulting in more efficient use of our customers' design resources and shorter time-to-market for new designs. The lower component count and reduced complexity enabled by our products also makes designs more suitable for high-volume manufacturing. We also provide extensive hands-on design support as well as online design tools, such as our PI Expert design software, that further reduce time-to-market and product development risks.

- *Energy Efficiency*

Our patented EcoSmart technology, introduced in 1998, improves the energy efficiency of electronic devices during normal operation as well as standby and "no-load" conditions. This technology enables manufacturers to cost-effectively meet the growing demand for energy-efficient products, and to comply with increasingly stringent energy-efficiency requirements. Our Concept IGBT drivers also enable very high efficiency in high-power systems; in many such systems, such as renewable-energy installations, even small efficiency gains can dramatically shorten the payback period over which the cost of a system is recovered through energy savings.

- *Wide Power Range and Scalability*

Products in our current IC families can address AC-DC power supplies with output power up to approximately 500 watts as well as some high-voltage DC-DC applications; our Concept IGBT drivers are used in applications with power levels as high as one gigawatt. Within each of our product families, the designer can scale up or down in power to address a wide range of designs with minimal design effort.

Energy Efficiency

Power supplies often draw significantly more electricity than the amount needed by the devices they power. As a result, billions of dollars' worth of electricity is wasted each year, and millions of tons of greenhouse gases are unnecessarily produced by power plants. Energy waste occurs during the normal operation of a device and in standby mode, when the

device is plugged in but idle. For example, computers and printers waste energy while in “sleep” mode. TVs that are turned off by remote control consume energy while awaiting a remote-control signal to turn them back on. A mobile-phone charger left plugged into a wall outlet continues to draw electricity even when not connected to the phone (a condition known as “no-load”). Many common household appliances, such as microwave ovens, dishwashers and washing machines, also consume power when not in use. One study has estimated that standby power alone amounts to as much as 10% of residential energy consumption in developed countries.

Lighting is another major source of energy waste. Less than 5% of the energy consumed by traditional incandescent light bulbs is converted to light, while the remainder is wasted as heat. The Alliance to Save Energy has estimated that a conversion to efficient lighting technologies such as compact fluorescent bulbs and light-emitting diodes, or LEDs, could save as much as $18 billion worth of electricity and 158 million tons of carbon dioxide emissions per year in the U.S. alone.

In response to concerns about the environmental impact of carbon emissions, policymakers are taking action to promote energy efficiency. For example, the ENERGY STAR® program and the European Union Code of Conduct encourage manufacturers of electronic devices to comply with voluntary energy-efficiency specifications. In 2007 the California Energy Commission, or CEC, implemented mandatory efficiency standards for external power supplies. The CEC standards were implemented nationwide in the U.S. in July 2008 as a result of the Energy Independence and Security Act of 2007, or EISA; these federal standards are scheduled to tighten in 2016. Similar standards for external power supplies took effect in the European Union in 2010 as part of the EU's EcoDesign Directive for Energy-Related Products.

In 2009 the CEC announced mandatory efficiency standards for televisions, which took effect in 2011, and in January 2012 the CEC announced mandatory efficiency standards for battery-charging systems, which took effect in 2013.

In 2010, the EU EcoDesign Directive implemented standards limiting standby power consumption on a wide range of electronic products; the limit was reduced by 50 percent beginning in 2013, with many products now limited to 500 milliwatts of standby usage. The EISA law also required substantial improvements in the efficiency of lighting technologies beginning in 2012; effective in 2014, traditional 100-, 75-, 60- and 40-watt bulbs may no longer be manufactured or sold in the U.S. Plans to eliminate conventional incandescent bulbs have also been announced or enacted in other geographies such as Canada, Australia and Europe.

We believe we offer products that enable manufacturers to meet or exceed these regulations, and all other such regulations of which we are aware. Our EcoSmart technology, introduced in 1998, dramatically reduces waste in both operating and standby modes; we estimate that this technology has saved billions of dollars' worth of standby power worldwide since 1998. In 2010 we introduced our CapZero and SenZero IC families, which eliminate additional sources of standby waste in some power supplies; we have also introduced a range of product families designed specifically for LED-lighting applications.

Products

Below is a brief description of our products:

- *AC-DC power conversion products*

TOPSwitch, our first commercially successful product family, was introduced in 1994. Since that time we have introduced a wide range of products (such as our TinySwitch, LinkSwitch, Hiper and InnoSwitch families) to increase the level of integration, improve upon the functionality of the original TOPSwitch and broaden the range of power levels we can address. In January 2015 we further expanded our product portfolio with the acquisition of Cambridge Semiconductor Ltd., a producer of controller ICs for low-power AC-DC applications. Since 2010 we have also introduced products designed specifically for LED-lighting applications, including our LYTSwitch family.

In 2010 we introduced our CapZero and SenZero families, which reduce standby-power consumption in certain applications by eliminating waste caused by so-called bleed resistors and sense resistors. Also, by virtue of our 2010 acquisition of Qspeed Semiconductor, we offer a range of high-performance, high-voltage diodes known as Qspeed diodes. Qspeed diodes utilize a proprietary silicon technology to provide a unique combination of high efficiency and low noise, as well as high-frequency operation, which reduces the cost and size of magnetic components in a power supply.

This portfolio of power-conversion products generally addresses power supplies ranging from less than one watt of output up to approximately 500 watts of output, a market we refer to as the “low-power” market. This market consists of an extremely broad range of applications including mobile-device chargers, consumer appliances, utility meters, LCD monitors, main and standby power supplies for desktop computers and TVs, LED lamps, and numerous other consumer and industrial applications.

- *IGBT drivers*

As a result of our May 2012 acquisition of Concept, we offer a range of IGBT-driver products sold primarily under the SCALE and SCALE-2 product-family names. These products are fully assembled circuit boards incorporating multiple ICs, electrical isolation components and other circuitry. We offer both ready to operate “plug-and-play” drivers designed specifically for use with particular IGBT modules, as well as “driver cores,” which provide more basic driver functionality that customers can customize to their own specifications after purchase. In addition, we offer custom made drivers based on our Scale technology.

- *High-voltage DC-DC products*

The DPA-Switch family of products, introduced in June 2002, was the first monolithic high-voltage DC-DC power conversion IC designed specifically for use in distributed power architectures. Applications include power-over-Ethernet powered devices such as voice-over-IP phones and security cameras, as well as network hubs, line cards, servers, digital PBX phones, DC-DC converter modules and industrial controls.

Other Product Information

TOPSwitch, TinySwitch, LinkSwitch, DPA-Switch, EcoSmart, Hiper, Qspeed, InnoSwitch, Scale-I, Scale-II, Scale-III, Peakswitch, Capzero, Chiphy, CONCEPT, Concept A Power Integrations Company and PI Expert are trademarks of Power Integrations, Inc.

End Markets and Applications

Our net revenues consist primarily of sales of the products described above. When evaluating our net revenues, we categorize our sales into the following four major end-market groupings: communications, computer, consumer, and industrial electronics. The table below provides the approximate mix of our net sales by end market:

	Year Ended December 31,		
End Market	**2014**	**2013**	**2012**
Communications	18%	21%	24%
Computer	10%	10%	12%
Consumer	37%	35%	36%
Industrial electronics	35%	34%	28%

Our products are used in a vast range of power-conversion applications in the above-listed end-market categories. The following chart lists the most prominent applications for our products in each category.

Market Category	Primary Applications
Communications	Mobile phones, routers, cordless phones, broadband modems, voice-over-IP phones, other network and telecom gear
Computer	Desktop PCs, LCD monitors, servers, LCD projectors, adapters for notebook computers
Consumer	Major and small appliances, air conditioners, TV set-top boxes, digital cameras, TVs, video-game consoles
Industrial electronics	LED lighting, industrial controls, utility meters, motor controls, uninterruptible power supplies, tools, industrial motor drives, renewable energy systems, electric locomotives, high-voltage DC transmission systems

Sales, Distribution and Marketing

We sell our products to original equipment manufacturers, or OEMs, and merchant power supply manufacturers through our direct sales staff and a worldwide network of independent sales representatives and distributors. We have sales offices in the United States, Switzerland, United Kingdom, Germany, Italy, India, China, Japan, Korea, the Philippines, Singapore and Taiwan. Direct sales to OEMs and merchant power supply manufacturers represented approximately 25%, 25% and 26% of our net product revenues for 2014, 2013 and 2012, respectively, while sales to and through distributors accounted for approximately 75%, 75% and 74% for 2014, 2013 and 2012, respectively. Most of our distributors are entitled to return privileges based on sales revenue and are protected from price reductions affecting their inventories. Our distributors are not subject to minimum purchase requirements, and sales representatives and distributors can discontinue marketing our products at any time.

Our top ten customers, including distributors that resell to OEMs and merchant power supply manufacturers, accounted for 59%, 59% and 64% of our net revenues for 2014, 2013 and 2012, respectively.

The following distributors accounted for 10% or more of total net revenues in 2014, 2013 and 2012:

	Year Ended December 31,		
Customer	**2014**	**2013**	**2012**
Avnet	19%	19%	20%
ATM Electronic Corporation	*	*	12%

* Total customer revenue was less than 10% of net revenues

No other customers accounted for more than 10% of net revenues in these periods.

In 2014, 2013 and 2012 sales to customers in the United States accounted for approximately 5% of our net revenues in each of the respective years, and sales to customers outside of the United States accounted for approximately 95% of our net revenues in the same periods. See Note 6, " *Significant Customers and International Sales* ," in our Notes to Consolidated Financial Statements regarding sales to customers located in foreign countries. See our consolidated financial statements regarding total revenues and profit for the last three fiscal years.

We are subject to risks stemming from the fact that most of our manufacturing and most of our customers are located in foreign jurisdictions. Risks related to our foreign operations are set forth in Item 1A of this Annual Report on Form 10-K, and include: potential weaker intellectual property rights under foreign laws, the burden of complying with foreign laws and foreign-currency exchange risk. See, in particular, the risk factor "Our international sales activities account for a substantial portion of our net revenues, which subjects us to substantial risks" in Item 1A of this Form 10-K.

Backlog

Our sales are primarily made pursuant to standard purchase orders. The quantity of products purchased by our customers as well as shipment schedules are subject to revisions that reflect changes in both the customers' requirements and in manufacturing availability. Historically, our business has been characterized by short-lead-time orders and quick delivery schedules; for this reason, and because orders in backlog are subject to cancellation or postponement, backlog is not necessarily a reliable indicator of future revenues. Furthermore, except in the case of our IGBT-driver products, we do not recognize revenue on distribution sales until our distributors report that they have sold our products to their customers. As a result, our revenues in a given period can differ significantly from the value of the products we ship in the same period. We believe this further reduces the reliability of order backlog as an indicator of future revenues.

Research and Development

Our research and development efforts are focused on improving our technologies, introducing new products to expand our addressable markets, reducing the costs of existing products, and improving the cost-effectiveness and functionality of our customers' power converters. We have assembled teams of highly skilled engineers to meet our research

and development goals. These engineers have expertise in high-voltage device structure and process technology, analog IC design, system architecture and packaging.

In 2014, 2013 and 2012, we incurred costs of $55.0 million, $51.7 million and $45.7 million, respectively, for research and development. R&D expenses increased in 2014 compared to 2013, driven primarily by increased payroll and related expenses as a result of increased headcount, due mainly to the expansion of our product-development efforts. Research and development expenses increased in 2013 compared to the prior year due primarily to the May 2012 acquisition of Concept, which affected our results for the full year in 2013 but was only included in our results for eight months of 2012. (See Note 11, *Acquisitions* , in our Notes to Consolidated Financial Statements, for details).

Intellectual Property and Other Proprietary Rights

We use a combination of patents, trademarks, copyrights, trade secrets and confidentiality procedures to protect our intellectual-property rights. As of December 31, 2014, we held 724 U.S. patents and had received foreign patent protection on these patents resulting in 434 foreign patents. The U.S. patents have expiration dates ranging from 2016 to 2033. We also hold trademarks in the U.S. and various other geographies including Taiwan, Korea, Hong Kong, China, Europe and Japan.

We regard as proprietary some equipment, processes, information and knowledge that we have developed and used in the design and manufacture of our products. Our trade secrets include a high-volume production process that produces our patented high-voltage ICs. We attempt to protect our trade secrets and other proprietary-information through non-disclosure agreements, proprietary information agreements with employees and consultants, and other security measures.

Long-lived Assets

Our long-lived assets consist of property and equipment and intangible assets. Our intangible assets consist of developed and in-process technology, licenses, patents, customer relationships, trade name, domain name and goodwill. Our long-lived assets, including property and equipment and intangible assets, are located in the United States and in foreign countries; U.S. long-lived assets represented 40% in 2014, 2013 and 2012. Long-lived assets held outside of the United States represented 60% in 2014, 2013 and 2012. In 2014, 2013 and 2012 the majority of our long-lived assets were located in foreign countries, primarily Switzerland, which held approximately 31%, 33% and 33%, respectively, of our long-lived assets. See Note 2, *Summary of Significant Accounting Policies* , in our notes to consolidated financial statements regarding total property and equipment located in foreign countries.

Manufacturing

We contract with four foundries for the manufacture of the vast majority of our silicon wafers: (1) ROHM Lapis Semiconductor Co., Ltd., or Lapis, (formerly OKI Electric Industry), (2) Seiko Epson Corporation, or Epson, (3) X-FAB Semiconductor Foundries AG, or X-FAB, and (4) Renesas Electronics Corporation (RSMC), or Renesas (through its subsidiary Renesas Electronics America, Inc.). These contractors manufacture wafers using our proprietary high-voltage process technologies at fabrication facilities located in Japan, Germany and the United States. For a small number of our products, we also buy wafers manufactured in Singapore by Global Foundries using a standard, non-proprietary process to implement some integrated control circuits for use in combination with our proprietary high-voltage MOSFETs.

Our IC products are assembled and packaged by independent subcontractors in China, Malaysia, Thailand and the Philippines. Our ICs are tested predominantly at the facilities of our packaging subcontractors in Asia and, to a small extent, at our headquarters facility in San Jose, California. Our IGBT-driver boards are assembled by an independent subcontractor in Sri Lanka and tested at our facility in Switzerland.

Our fabless manufacturing model enables us to focus on our engineering and design strengths, minimize capital expenditures and still have access to high-volume manufacturing capacity. We utilize both proprietary and standard IC packages for assembly. Some of the materials used in our packages and aspects of assembly are specific to our products. We require our assembly manufacturers to use high-voltage molding compounds which are more difficult to process than industry standard molding compounds. We work closely with our contractors on a continuous basis to maintain and improve our manufacturing processes.

Our proprietary high-voltage processes do not require leading-edge geometries for them to be cost-effective, and can therefore use our foundries' older, low-cost facilities for wafer manufacturing. However, because of our highly sensitive high-voltage process, we must interact closely with our foundries to achieve satisfactory yields. Our wafer supply agreements with Lapis, Epson, X-FAB and Renesas expire in April 2018, December 2020, December 2020 and December 2014, respectively. (The contract with Renesas is currently being renegotiated and is expected to be finalized in the first quarter of 2015; until that time we are operating under the terms of the expired contract.) Under the terms of the Lapis agreement, Lapis has agreed to reserve a specified amount of production capacity and to sell wafers to us at fixed prices, which are subject to periodic review jointly by Lapis and us. In addition, Lapis requires us to supply them with a rolling six-month forecast on a monthly basis. Our agreement with Lapis provides for the purchase of wafers in U.S. dollars, with mutual sharing of the impact of the fluctuations in the exchange rate between the Japanese yen and the U.S. dollar. Under the terms of the Epson agreement, Epson has agreed to reserve a specified amount of production capacity and to sell wafers to us at fixed prices, which are subject to periodic review jointly by Epson and us. The agreement with Epson also requires us to supply rolling six-month forecasts on a monthly basis, to provide for the purchase of wafers in U.S. dollars and to share the impact of the exchange rate fluctuation between the Japanese yen and the U.S. dollar. Under the terms of the Renesas agreement and X-FAB agreement, both foundries have agreed to reserve a specified amount of production capacity and to sell wafers to us at fixed prices, which are subject to periodic review jointly by each of these foundries and us. The agreements with Renesas and X-FAB also require us to supply them with rolling six-month forecasts on a monthly basis. Our purchases of wafers from Renesas and X-FAB are denominated in U.S. dollars.

Although some aspects of our relationships with Lapis, Epson, X-FAB and Renesas are contractual, some important aspects of these relationships are not written in binding contracts and depend on the suppliers' continued cooperation. We cannot assure that we will continue to work successfully with Lapis, Epson, X-FAB or Renesas in the future, that they will continue to provide us with sufficient capacity at their foundries to meet our needs, or that any of them will not seek an early termination of their wafer supply agreement with us. Our operating results could suffer in the event of a supply disruption with Lapis, Epson, X-FAB or Renesas if we were unable to quickly qualify alternative manufacturing sources for existing or new products or if these sources were unable to produce wafers with acceptable manufacturing yields.

We typically receive shipments from our foundries approximately four to six weeks after placing orders, and lead times for new products can be substantially longer. To provide sufficient time for assembly, testing and finishing, we typically need to receive wafers four weeks before the desired ship date to our customers. As a result of these factors and the fact that customers' orders can be placed with little advance notice, we have only a limited ability to react to fluctuations in demand for our products. We try to carry a substantial amount of wafer and finished goods inventory to help offset these risks and to better serve our markets and meet customer demand.

Competition

Competing alternatives to our high-voltage ICs for the power-supply market include monolithic and hybrid ICs from companies such as Fairchild Semiconductor, STMicroelectronics, Infineon, ON Semiconductor and Sanken Electric Company, as well as PWM-controller chips paired with discrete high-voltage bipolar transistors and MOSFETs, which are produced by a large number of vendors, including those listed above as well as such companies as NXP Semiconductors, Diodes Inc., On-Bright Electronics and Dialog Semiconductor. Self-oscillating switchers, built with discrete components supplied by numerous vendors, are also commonly used. For some applications, line-frequency transformers are also a competing alternative to designs utilizing our products. Our IGBT-driver products compete with alternatives from such companies as Avago, Infineon and Semikron, as well as driver circuits made up of discrete devices.

Generally, our products enable customers to design power converters with total bill-of-materials (BOM) costs similar to those of competing alternatives. As a result, the value of our products is influenced by the prices of discrete components, which fluctuate in relation to market demand, raw-material prices and other factors, but have generally decreased over time.

While we vary the pricing of our ICs in response to fluctuations in prices of alternative solutions, we also compete based on a variety of other factors. Most importantly, the highly integrated nature of our products enables designs that utilize fewer total components than comparable discrete designs or designs using other integrated or hybrid products. This enables power converters to be designed more quickly and manufactured more efficiently and reliably than competing designs. We also compete on the basis of product functionality such as safety features and energy-efficiency features and on the basis of the technical support we provide to our customers. This support includes hands-on design assistance as well as a range of design

tools and documentation such as software and reference designs. We also believe that our record of product quality and history of delivering products to our customers on a timely basis serve as additional competitive advantages.

Warranty

We generally warrant that our products will substantially conform to the published specifications for 12 months from the date of shipment. Under the terms of our purchase orders, our liability is limited generally to either a credit equal to the purchase price or replacement of the defective part.

Employees

As of December 31, 2014, we employed 590 full-time personnel, consisting of 95 in manufacturing, 189 in research and development, 252 in sales, marketing and applications support, and 54 in finance and administration.

Investor Information

We make available, free of charge, copies of our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act as soon as reasonably practicable after filing this material electronically or otherwise furnishing it to the SEC. Investors may obtain free electronic copies or request paper copies of these reports via the "for investors" section of our website, http://investors.power.com . Our website address is provided solely for informational purposes. We do not intend, by this reference, that our website should be deemed to be part of this Annual Report. The reports filed with the SEC are also available at www.sec.gov .

Our corporate governance guidelines, the charters of our board committees, and our code of business conduct and ethics, including ethics provisions that apply to our principal executive officer, principal financial officer, controller and senior financial officers, are also available via the investor website listed above. These items are also available in print to any stockholder who requests them by calling (408) 414-9200.

Power Integrations, Inc. was incorporated in California on March 25, 1988, and reincorporated in Delaware in December 1997.

Executive Officers of the Registrant

As of January 30, 2015 , our executive officers, who are appointed by and serve at the discretion of the board of directors, were as follows:

Name	Position With Power Integrations	Age
Balu Balakrishnan	President, Chief Executive Officer and Director	60
Wolfgang Ademmer	Vice President, High-Power Products	47
Douglas Bailey	Vice President, Marketing	48
Radu Barsan	Vice President, Technology	62
David "Mike" Matthews	Vice President, Product Development	50
Sandeep Nayyar	Vice President, Finance and Chief Financial Officer	55
Ben Sutherland	Vice President, Worldwide Sales	43
John Tomlin	Vice President, Operations	67
Clifford Walker	Vice President, Corporate Development	63

Balu Balakrishnan has served as president and chief executive officer and as a director of Power Integrations since January 2002. He served as president and chief operating officer from April 2001 to January 2002. From January 2000 to April 2001, he was vice president of engineering and strategic marketing. From September 1997 to January 2000, he was vice president of engineering and new business development. From September 1994 to September 1997, Mr. Balakrishnan served as vice president of engineering and marketing. Prior to joining Power Integrations in 1989, Mr. Balakrishnan was employed by National Semiconductor Corporation.

Wolfgang Ademmer serves as vice president of high-power products. Mr. Ademmer joined Power Integrations in 2012 in connection with our acquisition of Concept. Mr. Ademmer served as president and CEO of Concept since 2009, where he was responsible for overseeing the operations of Concept. Prior to joining Concept, he was with Infineon Technologies AG in Germany, leading that company's appliance and hybrid-vehicle business segment. He began his career in the power-electronics industry in 1993 at Eupec Gmbh, where he held a succession of roles, including vice president of sales and marketing, until the merger of Eupec and Infineon in 2005.

Douglas Bailey has served as our vice president of marketing since November 2004. From March 2001 to April 2004, he served as vice president of marketing at ChipX, a structured ASIC company. His earlier experience includes serving as business management and marketing consultant for Sapiential Prime, Inc., director of sales and business unit manager for 8x8, Inc., and serving in application engineering management for IIT, Inc. and design engineering roles with LSI Logic, Inmos, Ltd. and Marconi.

Radu Barsan has served as our vice president of technology since January 2013, leading our foundry engineering, technology development and quality organizations. Prior to joining Power Integrations, Mr. Barsan served as chairman and CEO at Redfern Integrated Optics, Inc., a supplier of single frequency narrow linewidth lasers, modules, and subsystems, from 2001 to 2013, where he was responsible for overseeing the operations of Redfern Integrated Optics. Previously, he served in a succession of engineering-management and technology-development roles at Phaethon Communications, Inc., a photonics technology company, Cirrus Logic, Inc., a high-precision analog and digital signal processing company, Advanced Micro Devices, a semiconductor design company, Cypress Semiconductor, Inc., a semiconductor company and Microelectronica a distributor of electronic components. Mr. Barsan has more than 30 years of commercial experience in semiconductor and optical components development, engineering and operations.

Mike Matthews has served as our vice president of product development since August 2012. Mr. Matthews joined Power Integrations in 1992, managing our European application-engineering group and then our European sales organization as managing director of Power Integrations (Europe). He has led our product-definition team since 2000, serving as director of strategic marketing prior to assuming his current role. Prior to joining Power Integrations, Mr. Matthews worked at several electric motor-drive companies and then at Siliconix, a semiconductor company, as a motor-control applications specialist.

Sandeep Nayyar has served as our vice president and chief financial officer since June 2010. Previously Mr. Nayyar served as vice president of finance at Applied Biosystems, Inc., a developer and manufacturer of life-sciences products, from 2002 to 2009. Mr. Nayyar was a member of the executive team with world-wide responsibilities for finance. From 1990 to 2001, Mr. Nayyar served in a succession of financial roles including vice president of finance at Quantum Corporation, a computer storage company. Mr. Nayyar also worked for five years in the public-accounting field at Ernst & Young LLP. Mr. Nayyar is a Certified Public Accountant, Chartered Accountant and has a Bachelor of Commerce from the University of Delhi, India.

Ben Sutherland has served as our vice president, worldwide sales since July 2011. Mr. Sutherland joined our company in May 2000 as a member of our sales organization in Europe. From May 2000 to July 2011, Mr. Sutherland served in various sales positions responsible primarily for our international sales, and more recently for domestic sales. From 1997 to 2000, Mr. Sutherland served in various product marketing and sales roles at Vishay Intertechnology, Inc., a manufacturer and supplier of discrete semiconductors and passive electronic components.

John Tomlin has served as our vice president, operations since October 2001. From 1981 to 2001, Mr. Tomlin served in a variety of senior management positions in operations, service, logistics and marketing, most recently as vice president of worldwide operations at Quantum Corporation, a computer storage company. In addition, Mr. Tomlin held positions in operations and supply chain management at Intel, a semiconductor chip manufacturer, and Diablo Systems, a disc drive and daisy wheel printer company.

Clifford Walker has served as our vice president, corporate development since June 1995. From September 1994 to June 1995, Mr. Walker served as vice president of Reach Software Corporation, a software company. From December 1993 to September 1994, Mr. Walker served as president of Morgan Walker International, a consulting company.

Item 1A. Risk Factors.

In addition to the other information in this report, the following factors should be considered carefully in evaluating our business before purchasing shares of our stock.

Our quarterly operating results are volatile and difficult to predict. If we fail to meet the expectations of public market analysts or investors, the market price of our common stock may decrease significantly . Our net revenues and operating results have varied significantly in the past, are difficult to forecast, are subject to numerous factors both within and outside of our control, and may fluctuate significantly in the future. As a result, our quarterly operating results could fall below the expectations of public market analysts or investors. If that occurs, the price of our stock may decline.

Some of the factors that could affect our operating results include the following:

- the demand for our products declining in the major end markets we serve, which may occur due to competitive factors, supply-chain fluctuations or changes in macroeconomic conditions;
- our products are sold through distributors, which limits our direct interaction with our end customers, which reduces our ability to forecast sales and increases the complexity of our business;
- competitive pressures on selling prices;
- the inability to adequately protect or enforce our intellectual property rights;
- expenses we are required to incur (or choose to incur) in connection with our intellectual property litigations;
- reliance on international sales activities for a substantial portion of our net revenues;
- fluctuations in exchange rates, particularly the exchange rate between the U.S. dollar and the Japanese yen, the Euro and the Swiss franc;
- the volume and timing of delivery of orders placed by us with our wafer foundries and assembly subcontractors, and their ability to procure materials;

- our ability to develop and bring to market new products and technologies on a timely basis;
- earthquakes, terrorists acts or other disasters;
- continued impact of changes in securities laws and regulations, including potential risks resulting from our evaluation of internal controls under the Sarbanes-Oxley Act of 2002;
- the lengthy timing of our sales cycle;
- undetected defects and failures in meeting the exact specifications required by our products;
- the ability of our products to penetrate additional markets;
- the volume and timing of orders received from customers;
- audits by the Internal Revenue Service, and potential future changes in tax laws may increase the amount of taxes we are required to pay;
- our ability to attract and retain qualified personnel;
- risks associated with acquisitions and strategic investments;
- our ability to successfully integrate, or realize the expected benefits from, our acquisitions;
- changes in environmental laws and regulations, including with respect to energy consumption and climate change; and
- interruptions in our information technology systems.

If demand for our products declines in our major end markets, our net revenues will decrease. A limited number of applications of our products, such as cellphone chargers, LED lights, desktop PCs and home appliances make up a significant percentage of our net revenues. We expect that a significant level of our net revenues and operating results will continue to be dependent upon these applications in the near term. The demand for these products has been highly cyclical and has been impacted by economic downturns in the past. Any economic slowdown in the end markets that we serve could cause a slowdown in demand for our ICs. When our customers are not successful in maintaining high levels of demand for their products, their demand for our ICs decreases, which adversely affects our operating results. Any significant downturn in demand in these markets would cause our net revenues to decline and could cause the price of our stock to fall.

Our products are sold through distributors, which limits our direct interaction with our end customers, therefore reducing our ability to forecast sales and increasing the complexity of our business. Sales to distributors accounted for 75% of net revenues in both the years ended December 31, 2014, and December 31, 2013 . Selling through distributors reduces our ability to forecast sales and increases the complexity of our business, requiring us to:

- manage a more complex supply chain;
- monitor the level of inventory of our products at each distributor and
- monitor the financial condition and credit-worthiness of our distributors, many of which are located outside of the United States and not publicly traded.

Since we have limited ability to forecast inventory levels at our end customers, it is possible that there may be significant build-up of inventories in the distributor channel, with the OEM or the OEM's contract manufacturer. Such a buildup could result in a slowdown in orders, requests for returns from customers, or requests to move out planned shipments. This could adversely impact our revenues and profits. Any failure to manage these complexities could disrupt or reduce sales of our products and unfavorably impact our financial results.

Intense competition in the high-voltage power supply industry may lead to a decrease in our average selling price and reduced sales volume of our products. The high-voltage power supply industry is intensely competitive and characterized by

significant price sensitivity. Our products face competition from alternative technologies, such as linear transformers, discrete switcher power supplies, and other integrated and hybrid solutions. If the price of competing solutions decreases significantly, the cost effectiveness of our products will be adversely affected. If power requirements for applications in which our products are currently utilized go outside the cost-effective range of our products, some of these alternative technologies can be used more cost effectively. In addition, as our patents expire, our competitors could legally begin using the technology covered by the expired patents in their products, potentially increasing the performance of their products and/or decreasing the cost of their products, which may enable our competitors to compete more effectively. Our current patents may or may not inhibit our competitors from getting any benefit from an expired patent. Our U.S. patents have expiration dates ranging from 2016 to 2033. We cannot assure that our products will continue to compete favorably or that we will be successful in the face of increasing competition from new products and enhancements introduced by existing competitors or new companies entering this market. We believe our failure to compete successfully in the high-voltage power supply business, including our ability to introduce new products with higher average selling prices, would materially harm our operating results.

If we are unable to adequately protect or enforce our intellectual property rights, we could lose market share, incur costly litigation expenses, suffer incremental price erosion or lose valuable assets, any of which could harm our operations and negatively impact our profitability. Our success depends upon our ability to continue our technological innovation and protect our intellectual property, including patents, trade secrets, copyrights and know-how. We are currently engaged in litigation to enforce our intellectual property rights, and associated expenses have been, and are expected to remain, material and have adversely affected our operating results. We cannot assure that the steps we have taken to protect our intellectual property will be adequate to prevent misappropriation, or that others will not develop competitive technologies or products. From time to time, we have received, and we may receive in the future, communications alleging possible infringement of patents or other intellectual property rights of others. Costly litigation may be necessary to enforce our intellectual property rights or to defend us against claimed infringement. The failure to obtain necessary licenses and other rights, and/or litigation arising out of infringement claims could cause us to lose market share and harm our business.

As our patents expire, we will lose intellectual property protection previously afforded by those patents. Additionally, the laws of some foreign countries in which our technology is or may in the future be licensed may not protect our intellectual property rights to the same extent as the laws of the United States, thus limiting the protections applicable to our technology.

If we do not prevail in our litigation, we will have expended significant financial resources, potentially without any benefit, and may also suffer the loss of rights to use some technologies. We are currently involved in a number of patent litigation matters and the outcome of the litigation is uncertain. See Note 10, *Legal Proceedings and Contingencies* , in our Notes to Consolidated Financial Statements. For example, in one of our patent suits the infringing company has been found to infringe four of our patents. Despite the favorable court finding, the infringing party filed an appeal to the damages awarded. In another matter, we are being sued in an ongoing case for patent infringement. Should we ultimately be determined to be infringing another party's patents, or if an injunction is issued against us while litigation is pending on those claims, such result could have an adverse impact on our ability to sell products found to be infringing, either directly or indirectly. In the event of an adverse outcome, we may be required to pay substantial damages, stop our manufacture, use, sale, or importation of infringing products, or obtain licenses to the intellectual property we are found to have infringed. We have also incurred, and expect to continue to incur, significant legal costs in conducting these lawsuits, including the appeal of the case we won, and our involvement in this litigation and any future intellectual property litigation could adversely affect sales and divert the efforts and attention of our technical and management personnel, whether or not such litigation is resolved in our favor. Thus, even if we are successful in these lawsuits, the benefits of this success may fail to outweigh the significant legal costs we will have incurred.

Our international sales activities account for a substantial portion of our net revenues, which subjects us to substantial risks. Sales to customers outside of the United States of America account for, and have accounted for a large portion of our net revenues, including approximately 95% of our net revenues for both the years ended December 31, 2014, and December 31, 2013 . If our international sales declined and we were unable to increase domestic sales, our revenues would decline and our operating results would be harmed. International sales involve a number of risks to us, including:

- potential insolvency of international distributors and representatives;
- reduced protection for intellectual property rights in some countries;

- the impact of recessionary environments in economies outside the United States;
- tariffs and other trade barriers and restrictions;
- the burdens of complying with a variety of foreign and applicable U.S. Federal and state laws; and
- foreign-currency exchange risk.

Our failure to adequately address these risks could reduce our international sales and materially and adversely affect our operating results. Furthermore, because substantially all of our foreign sales are denominated in U.S. dollars, increases in the value of the dollar cause the price of our products in foreign markets to rise, making our products more expensive relative to competing products priced in local currencies.

Fluctuations in exchange rates, particularly the exchange rate between the U.S. dollar and the Japanese yen, Swiss franc and euro, may impact our gross margin and net income . Our exchange rate risk related to the Japanese yen includes two of our major suppliers, Epson and Lapis, with which we have wafer supply agreements based in U.S. dollars; however, these agreements also allow for mutual sharing of the impact of the exchange rate fluctuation between Japanese yen and the U.S. dollar. Each year, our management and these suppliers review and negotiate pricing; the negotiated pricing is denominated in U.S. dollars but is subject to contractual exchange rate provisions. The fluctuation in the exchange rate is shared equally between Power Integrations and each of these suppliers. We completed the acquisition of Concept (located in Biel, Switzerland) in the second quarter of 2012. We maintain cash denominated in Swiss francs and euros to fund the operations of our Swiss subsidiary. The functional currency of our Swiss subsidiary is the U.S. dollar; gains and losses arising from the re-measurement of non-functional currency balances are recorded in other income in our consolidated statements of income, and material unfavorable exchange-rate fluctuations with the Swiss franc could negatively impact our net income.

We depend on third-party suppliers to provide us with wafers for our products and if they fail to provide us sufficient quantities of wafers, our business may suffer . We have supply arrangements for the production of wafers with Lapis, Renesas, X-FAB and Epson. Our contracts with these suppliers expire on varying dates, with the earliest having expired as of December 2014, which was Renesas (the contract with Renesas is currently being renegotiated and is expected to be finalized in the first quarter of 2015, until that time we are operating under the terms of the expired contract). Although some aspects of our relationships with Lapis, Renesas, X-FAB and Epson are contractual, many important aspects of these relationships depend on their continued cooperation. We cannot assure that we will continue to work successfully with Lapis, Renesas, X-FAB and Epson in the future, and that the wafer foundries' capacity will meet our needs. Additionally, one or more of these wafer foundries could seek an early termination of our wafer supply agreements. Any serious disruption in the supply of wafers from Lapis, Renesas, X-FAB or Epson could harm our business. We estimate that it would take 12 to 24 months from the time we identified an alternate manufacturing source to produce wafers with acceptable manufacturing yields in sufficient quantities to meet our needs.

Although we provide our foundries with rolling forecasts of our production requirements, their ability to provide wafers to us is ultimately limited by the available capacity of the wafer foundry. Any reduction in wafer foundry capacity available to us could require us to pay amounts in excess of contracted or anticipated amounts for wafer deliveries or require us to make other concessions to meet our customers' requirements, or may limit our ability to meet demand for our products. Further, to the extent demand for our products exceeds wafer foundry capacity, this could inhibit us from expanding our business and harm relationships with our customers. Any of these concessions or limitations could harm our business.

If our third-party suppliers and independent subcontractors do not produce our wafers and assemble our finished products at acceptable yields, our net revenues may decline. We depend on independent foundries to produce wafers, and independent subcontractors to assemble and test finished products, at acceptable yields and to deliver them to us in a timely manner. The failure of the foundries to supply us wafers at acceptable yields could prevent us from selling our products to our customers and would likely cause a decline in our net revenues and gross margin. In addition, our IC assembly process requires our manufacturers to use a high-voltage molding compound that has been available from only a few suppliers. These compounds and their specified processing conditions require a more exacting level of process control than normally required for standard IC packages. Unavailability of assembly materials or problems with the assembly process can materially and adversely affect yields, timely delivery and cost to manufacture. We may not be able to maintain acceptable yields in the future.

In addition, if prices for commodities used in our products increase significantly, raw material costs would increase for our suppliers which could result in an increase in the prices our suppliers charge us. To the extent we are not able to pass these costs on to our customers; this would have an adverse effect on our gross margins.

If our efforts to enhance existing products and introduce new products are not successful, we may not be able to generate demand for our products . Our success depends in significant part upon our ability to develop new ICs for high-voltage power conversion for existing and new markets, to introduce these products in a timely manner and to have these products selected for design into products of leading manufacturers. New product introduction schedules are subject to the risks and uncertainties that typically accompany development and delivery of complex technologies to the market place, including product development delays and defects. If we fail to develop and sell new products in a timely manner then our net revenues could decline.

In addition, we cannot be sure that we will be able to adjust to changing market demands as quickly and cost-effectively as necessary to compete successfully. Furthermore, we cannot assure that we will be able to introduce new products in a timely and cost-effective manner or in sufficient quantities to meet customer demand or that these products will achieve market acceptance. Our failure, or our customers' failure, to develop and introduce new products successfully and in a timely manner would harm our business. In addition, customers may defer or return orders for existing products in response to the introduction of new products. When a potential liability exists we will maintain reserves for customer returns, however we cannot assure that these reserves will be adequate.

In the event of an earthquake, terrorist act or other disaster, our operations may be interrupted and our business would be harmed. Our principal executive offices and operating facilities are situated near San Francisco, California, and most of our major suppliers, which are wafer foundries and assembly houses, are located in areas that have been subject to severe earthquakes, such as Japan. Many of our suppliers are also susceptible to other disasters such as tropical storms, typhoons or tsunamis. In the event of a disaster, such as the earthquake and tsunami in Japan, we or one or more of our major suppliers may be temporarily unable to continue operations and may suffer significant property damage. Any interruption in our ability or that of our major suppliers to continue operations could delay the development and shipment of our products and have a substantial negative impact on our financial results.

Securities laws and regulations, including potential risk resulting from our evaluation of internal controls under the Sarbanes-Oxley Act of 2002, will continue to impact our results . Complying with the requirements of the Sarbanes-Oxley Act of 2002 and NASDAQ's conditions for continued listing have imposed significant legal and financial compliance costs, and are expected to continue to impose significant costs and management burden on us. These rules and regulations also may make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These rules and regulations could also make it more difficult for us to attract and retain qualified executive officers and members of our board of directors, particularly qualified members to serve on our audit committee. Further, the rules and regulations under the Dodd-Frank Wall Street Reform and Consumer Protection Act, which became effective in 2011, may impose significant costs and management burden on us.

Additionally, because these laws, regulations and standards promulgated by the Sarbanes-Oxley Act and the Dodd-Frank Act are expected to be subject to varying interpretations, their application in practice may evolve over time as new guidance becomes available. This evolution may result in continuing uncertainty regarding compliance matters and additional costs necessitated by ongoing revisions to our disclosure and governance practices.

Because the sales cycle for our products can be lengthy, we may incur substantial expenses before we generate significant revenues, if any. Our products are generally incorporated into a customer's products at the design stage. However, customer decisions to use our products, commonly referred to as design wins, can often require us to expend significant research and development and sales and marketing resources without any assurance of success. These significant research and development and sales and marketing resources often precede volume sales, if any, by a year or more. The value of any design win will largely depend upon the commercial success of the customer's product. We cannot assure that we will continue to achieve design wins or that any design win will result in future revenues. If a customer decides at the design stage not to incorporate our products into its product, we may not have another opportunity for a design win with respect to that product for many months or years.

Our products must meet exacting specifications, and undetected defects and failures may occur which may cause customers to return or stop buying our products. Our customers generally establish demanding specifications for quality,

performance and reliability, and our products must meet these specifications. ICs as complex as those we sell often encounter development delays and may contain undetected defects or failures when first introduced or after commencement of commercial shipments. We have from time to time in the past experienced product quality, performance or reliability problems. If defects and failures occur in our products, we could experience lost revenue, increased costs, including warranty expense and costs associated with customer support and customer expenses, delays in or cancellations or rescheduling of orders or shipments and product returns or discounts, any of which would harm our operating results.

If our products do not penetrate additional markets, our business will not grow as we expect. We believe that our future success depends in part upon our ability to penetrate additional markets for our products. We cannot assure that we will be able to overcome the marketing or technological challenges necessary to penetrate additional markets. To the extent that a competitor penetrates additional markets before we do, or takes market share from us in our existing markets, our net revenues and financial condition could be materially adversely affected.

We do not have long-term contracts with any of our customers and if they fail to place, or if they cancel or reschedule orders for our products, our operating results and our business may suffer. Our business is characterized by short-term customer orders and shipment schedules, and the ordering patterns of some of our large customers have been unpredictable in the past and will likely remain unpredictable in the future. Not only does the volume of units ordered by particular customers vary substantially from period to period, but also purchase orders received from particular customers often vary substantially from early oral estimates provided by those customers for planning purposes. In addition, customer orders can be canceled or rescheduled without significant penalty to the customer. In the past, we have experienced customer cancellations of substantial orders for reasons beyond our control, and significant cancellations could occur again at any time. Also, a relatively small number of distributors, OEMs and merchant power supply manufacturers account for a significant portion of our revenues. Specifically, our top ten customers, including distributors, accounted for 59% of our net revenues in both the years ended December 31, 2014, and December 31, 2013 . However, a significant portion of these revenues are attributable to sales of our products through distributors of electronic components. These distributors sell our products to a broad, diverse range of end users, including OEMs and merchant power supply manufacturers, which mitigates the risk of customer concentration to a large degree.

Audits of our tax returns and potential future changes in tax laws may increase the amount of taxes we are required to pay. Our operations are subject to income and transaction taxes in the United States and in multiple foreign jurisdictions and to review or audit by the IRS and state, local and foreign tax authorities. In addition, the United States, countries in Asia and other countries where we do business have been considering changes in relevant tax, accounting and other laws, regulations and interpretations, including changes to tax laws applicable to multinational companies. These potential changes could adversely affect our effective tax rates or result in other costs to us.

We must attract and retain qualified personnel to be successful and competition for qualified personnel is intense in our market. Our success depends to a significant extent upon the continued service of our executive officers and other key management and technical personnel, and on our ability to continue to attract, retain and motivate qualified personnel, such as experienced analog design engineers and systems applications engineers. The competition for these employees is intense, particularly in Silicon Valley. The loss of the services of one or more of our engineers, executive officers or other key personnel could harm our business. In addition, if one or more of these individuals leaves our employ, and we are unable to quickly and efficiently replace those individuals with qualified personnel who can smoothly transition into their new roles, our business may suffer. We do not have long-term employment contracts with, and we do not have in place key person life insurance policies on, any of our employees.

We are exposed to risks associated with acquisitions and strategic investments . We have made, and in the future intend to make, acquisitions of, and investments in, companies, technologies or products in existing, related or new markets such as Concept. Acquisitions involve numerous risks, including but not limited to:

- inability to realize anticipated benefits, which may occur due to any of the reasons described below, or for other unanticipated reasons;
- the risk of litigation or disputes with customers, suppliers, partners or stockholders of an acquisition target arising from a proposed or completed transaction;

- impairment of acquired intangible assets and goodwill as a result of changing business conditions, technological advancements or worse-than-expected performance, which would adversely affect our financial results; and

- unknown, underestimated and/or undisclosed commitments, liabilities or issues not discovered in our due diligence of such transactions.

We also in the future may have strategic relationships with other companies, which may decline in value and/or not meet desired objectives. The success of these strategic relationships depends on various factors over which we may have limited or no control and requires ongoing and effective cooperation with strategic partners. Moreover, these relationships are often illiquid, such that it may be difficult or impossible for us to monetize such relationships.

Our inability to successfully integrate, or realize the expected benefits from, our acquisitions could adversely affect our results. We have made, and in the future intend to make, acquisitions of other businesses, such as Cambridge Semiconductor Limited and Concept, and with these acquisitions there is a risk that integration difficulties may cause us not to realize expected benefits. The success of the acquisitions could depend, in part, on our ability to realize the anticipated benefits and cost savings (if any) from combining the businesses of the acquired companies and our business, which may take longer to realize than expected.

Changes in environmental laws and regulations may increase our costs related to obsolete products in our existing inventory . Changing environmental regulations and the timetable to implement them continue to impact our customers' demand for our products. As a result there could be an increase in our inventory obsolescence costs for products manufactured prior to our customers' adoption of new regulations. Currently we have limited visibility into our customers' strategies to implement these changing environmental regulations into their business. The inability to accurately determine our customers' strategies could increase our inventory costs related to obsolescence.

Interruptions in our information technology systems could adversely affect our business. We rely on the efficient and uninterrupted operation of complex information technology systems and networks to operate our business. Any significant system or network disruption, including but not limited to new system implementations, computer viruses, security breaches, or energy blackouts could have a material adverse impact on our operations, sales and operating results. We have implemented measures to manage our risks related to such disruptions, but such disruptions could still occur and negatively impact our operations and financial results. In addition, we may incur additional costs to remedy any damages caused by these disruptions or security breaches.

Uncertainties arising out of economic consequences of current and potential military actions or terrorist activities and associated political instability could adversely affect our business. Like other U.S. companies, our business and operating results are subject to uncertainties arising out of economic consequences of current and potential military actions or terrorist activities and associated political instability, and the impact of heightened security concerns on domestic and international travel and commerce. These uncertainties could also lead to delays or cancellations of customer orders, a general decrease in corporate spending or our inability to effectively market and sell our products. Any of these results could substantially harm our business and results of operations, causing a decrease in our revenues.

Item 1B. Unresolved Staff Comments.

Not applicable.

Item 2. Properties.

We own our principal executive, administrative, manufacturing and technical offices which are located in San Jose, California. We also own a research and development facility in New Jersey, which was purchased in 2010 in connection with our acquisition of an early-stage research and development company, and a test facility in Biel, Switzerland which was acquired in connection with our acquisition of Concept. We lease administrative office space in Singapore and Switzerland, a research and development facility in Canada and a design center in Germany, in addition to sales offices in various countries around the world to accommodate our sales force. We believe that our current facilities are sufficient for our company; however, if headcount increases above capacity we may need to lease additional space.

Item 3. Legal Proceedings.

Information with respect to this item may be found in Note 10, *Legal Proceedings and Contingencies,* in our Notes to Consolidated Financial Statements included later in this Annual Report on Form 10-K, which information is incorporated herein by reference.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Our common stock trades on the NASDAQ Global Select Market under the symbol "POWI". The following table shows the high and low closing sales prices per share of our common stock as reported on the NASDAQ Global Select Market for the periods indicated during which our common stock traded on the NASDAQ Global Select Market.

	Price Range	
Year Ended December 31, 2014	High	Low
Fourth quarter	$ 54.96	$ 42.78
Third quarter	$ 60.25	$ 51.69
Second quarter	$ 66.60	$ 47.23
First quarter	$ 67.16	$ 54.94
Year Ended December 31, 2013	High	Low
Fourth quarter	$ 57.28	$ 51.40
Third quarter	$ 56.45	$ 41.16
Second quarter	$ 45.18	$ 38.28
First quarter	$ 44.65	$ 34.07

As of January 30, 2015 , there were approximately 39 stockholders of record. Because brokers and other institutions hold many of our shares on behalf of stockholders, we are unable to estimate the total number of stockholders represented by these record holders.

In October 2013, our board of directors declared four quarterly cash dividends in the amount of $0.10 per share to be paid to stockholders of record at the end of each quarter in 2014; payouts of approximately $3.0 million each occurred on March 31, 2014, and June 30, 2014. In April 2014, our board of directors increased the dividend payments for the third and fourth quarters of 2014 to $0.12 per share; these quarterly payouts of approximately $3.6 million and $3.5 million were made on September 30, 2014, and December 31, 2014. In 2013 we paid quarterly dividends of $0.08 per share, which resulted in cash payouts of approximately $2.3 million to $2.4 million per quarter. In January 2015, our board of directors extended the $0.12 quarterly dividend through each quarter in 2015. The declaration of any future cash dividend is at the discretion of the board of directors and will depend on our financial condition, results of operations, capital requirements, business conditions and other factors, as well as a determination that cash dividends are in the best interest of our stockholders.

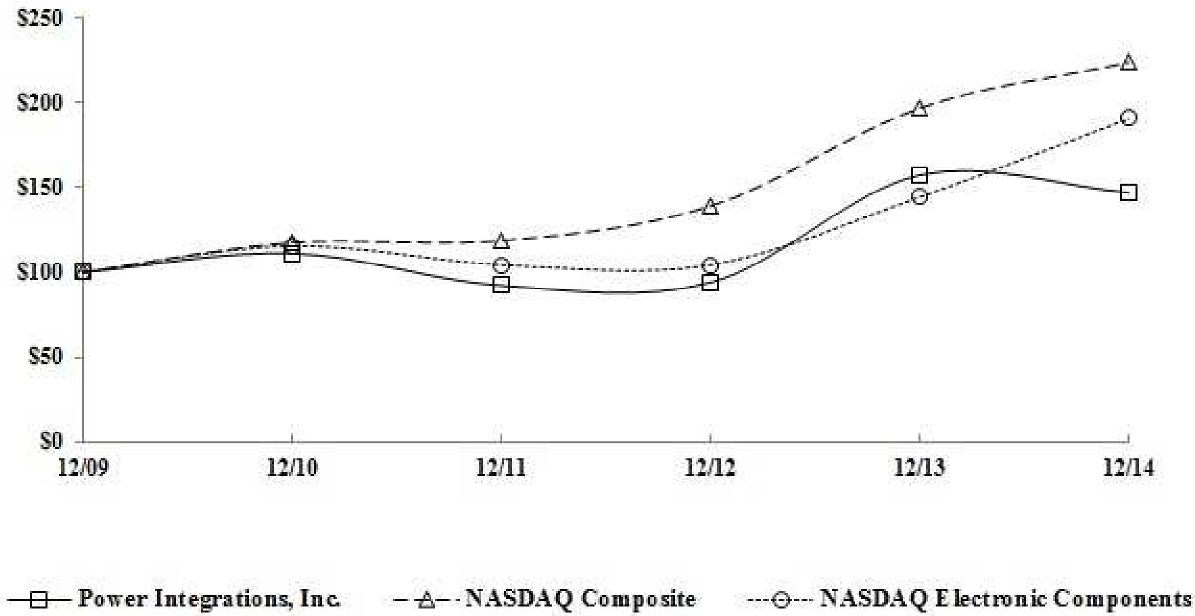
ISSUER PURCHASES OF EQUITY SECURITIES

In October 2012, our board of directors authorized the use of $50.0 million for the repurchase of our common stock, subject to pre-defined price/volume guidelines. In 2012, we purchased approximately 0.7 million shares for $20.5 million under this stock repurchase program. No shares were purchased in the twelve months ended December 31, 2013 , due to the stock price levels exceeding the pre-defined price guidelines mentioned above. In 2014 our board of directors authorized the use of an additional $75.0 million for this purpose. In the twelve months ended December 31, 2014 , we purchased 1.6 million shares for $80.8 million . As of December 31, 2014 , we had $23.7 million available for future stock repurchases. Authorization of future repurchase programs is at the discretion of the board of directors and will depend on our financial condition, results of operations, capital requirements, business conditions as well as other factors.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Repurchased Under the Plans or Programs (in millions)
October 1, 2014 to October 31, 2014	564,602	$ 48.09	564,602	$ 32.1
November 1, 2014 to November 30, 2014	153,831	$ 51.04	153,831	$ 24.3
December 1, 2014 to December 31, 2014	9,983	$ 49.81	9,983	$ 23.7
Total	728,416		728,416	

Performance Graph(1)

The following graph shows the cumulative total stockholder return of an investment of $100 in cash on December 31, 2009 through December 31, 2014, for (a) our common stock, (b) The NASDAQ Composite Index and (c) The NASDAQ Electronic Components Index. Pursuant to applicable SEC rules, all values assume reinvestment of the full amount of all dividends. The stockholder return shown on the graph below is not necessarily indicative of future performance, and we do not make or endorse any predictions as to future stockholder returns.



*$100 invested on 12/31/09 in stock or index, including reinvestment of dividends. Fiscal year ending December 31, 2014.

	12/09	12/10	12/11	12/12	12/13	12/14
Power Integrations, Inc.	**100.00**	**111.10**	**92**	**94**	**157**	**147**
NASDAQ Composite	**100.00**	**118**	**118.70**	**139.00**	**197**	**224**
NASDAQ Electronic Components	**100.00**	**116**	**105**	**104**	**144**	**191**

(1) This Section is not “soliciting material,” is not deemed “filed” with the SEC and is not to be incorporated by reference in any filing of Power Integrations under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

Item 6. Selected Financial Data.

The following selected consolidated financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and the notes thereto included elsewhere in this Form 10-K to fully understand factors that may affect the comparability of the information presented below. We derived the selected consolidated balance sheet data as of December 31, 2014 and 2013, and the consolidated statements of income (loss) data for the years ended December 31, 2014, 2013 and 2012, from our audited consolidated financial statements, and accompanying notes, in this Annual Report on Form 10-K. In the year ended December 31, 2012, we incurred charges related to our investment in SemiSouth Laboratories (see Note 12, *Transactions With Third Party* , in our notes to consolidated financial statements), and from our settlement with the IRS related to the examination of our tax returns for the years 2003 through 2006 (refer to Note 8, *Provision for Income Taxes* , in our notes to consolidated financial statements). The consolidated statements of income (loss) data for each of the years ended December 31, 2011 and 2010, and the consolidated balance sheet data as of December 31, 2012, 2011 and 2010, are derived from our audited consolidated financial statements which are not included in this report. Our historical results are not necessarily indicative of results for any future period. Our selected financial data is presented below (in thousands, except per share data).

	Year Ended December 31,				
	2014	2013	2012	2011	2010
Consolidated Statements of Income (Loss):					
Net revenues	$ 348,797	$ 347,089	$ 305,370	$ 298,739	$ 299,803
Cost of revenues	159,227	163,853	154,868	158,093	147,262
Gross profit	189,570	183,236	150,502	140,646	152,541
Operating expenses:					
Research and development	54,981	51,654	45,709	40,295	35,886
Sales and marketing	47,796	45,466	37,998	32,624	31,167
General and administrative	30,997	32,050	30,243	24,508	25,562
Charge related to SemiSouth	—	—	25,200	—	—
Total operating expenses	133,774	129,170	139,150	97,427	92,615
Income from operations	55,796	54,066	11,352	43,219	59,926
Other income (expense):					
Other income, net	1,018	1,361	1,611	1,876	1,879
Charge related to SemiSouth	—	—	(33,745)	—	—
Total other income (expense)	1,018	1,361	(32,134)	1,876	1,879
Income (loss) before provision for (benefit from) income taxes	56,814	55,427	(20,782)	45,095	61,805
Provision for (benefit from) income taxes	(2,730)	(1,839)	13,622	10,804	12,341
Net income (loss)	$ 59,544	$ 57,266	$ (34,404)	$ 34,291	$ 49,464
Earnings (loss) per share:					
Basic	$ 1.99	$ 1.95	$ (1.20)	$ 1.20	$ 1.78
Diluted	$ 1.93	$ 1.88	$ (1.20)	$ 1.14	$ 1.67
Shares used in per share calculation:					
Basic	29,976	29,421	28,636	28,609	27,837
Diluted	30,829	30,420	28,636	29,964	29,556
Dividend per share	$ 0.44	$ 0.32	$ 0.20	$ 0.20	$ 0.20

	Year Ended December 31,				
	2014	2013	2012	2011	2010
Consolidated Balance Sheet Data:					
Cash and cash equivalents	$ 60,708	$ 92,928	$ 63,394	$ 139,836	$ 155,667
Short-term marketable securities	114,575	109,179	31,766	40,899	27,355
Cash, cash equivalents and short-term marketable securities	$ 175,283	$ 202,107	$ 95,160	$ 180,735	$ 183,022
Working capital	$ 210,752	$ 227,004	$ 124,297	$ 216,079	$ 210,664
Total assets	$ 493,663	$ 501,421	$ 399,130	$ 432,919	$ 433,070
Long-term liabilities	$ 7,827	$ 14,317	$ 17,514	$ 34,368	$ 29,580
Stockholders' equity	$ 430,676	$ 436,686	$ 341,049	$ 364,529	$ 352,644

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of our operations should be read in conjunction with the consolidated financial statements and the notes to those statements included elsewhere in this Annual Report on Form 10-K. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those contained in these forward-looking statements due to a number of factors, including those discussed in Part I, Item 1A "Risk Factors" and elsewhere in this report.

Business Overview

We design, develop and market analog and mixed-signal integrated circuits (ICs) and other electronic components and circuitry used in high-voltage power conversion. Our products are used in power converters that convert electricity from a high-voltage source (typically 48 volts or higher) to the type of power required for a specified downstream use. In most cases, this conversion entails, among other functions, converting alternating current (AC) to direct current (DC) or vice versa, reducing or increasing the voltage, and regulating the output voltage and/or current according to the customer's specifications.

A large percentage of our products are ICs used in AC-DC power supplies, which convert the high-voltage AC from a wall outlet to the low-voltage DC required by most electronic devices. Power supplies incorporating our products are used with all manner of electronic products including mobile phones, computers, entertainment and networking equipment, appliances, electronic utility meters, industrial controls and LED lights.

Since our May 2012 acquisition of CT-Concept Technologie AG (Concept), we also offer IGBT drivers - circuit boards containing multiple ICs, electrical isolation components and other circuitry - used to operate arrays of high-voltage, high-power transistors known as IGBT modules. These driver/module combinations are used for power conversion in high-power applications (i.e., power levels ranging from tens of kilowatts up to one gigawatt) such as industrial motors, solar- and wind-power systems, electric vehicles and high-voltage DC transmission systems.

Our net revenues were $348.8 million , $347.1 million and $305.4 million in 2014, 2013 and 2012, respectively. In 2014 revenue increased by $1.7 million, due primarily to growth in three of our primary end-market categories (consumer, industrial and computer), driven by higher unit sales for a range of applications including consumer appliances, industrial motor drives and desktop computers. The increase was partially offset by lower sales into the communications end market due primarily to lower unit sales for residential-networking applications and cellphone chargers. The increase in revenues from 2012 to 2013 was due in part to the inclusion of the former Concept business for the full year (compared to only eight months in 2012), and also reflected higher unit sales into the industrial, consumer and computing end markets, particularly for applications such as consumer appliances, industrial controls, LED lighting, industrial motor drives, renewable-energy systems and desktop PCs.

Our top ten customers, including distributors that resell to OEMs and merchant power supply manufacturers, accounted for 59%, 59% and 64% of our net revenues for 2014, 2013 and 2012, respectively. Our top two customers, both distributors of our products, collectively accounted for approximately 28% of our net revenues for 2014, 28% for 2013 and 32% in 2012. In 2014, 2013 and 2012, international sales made up 95% of net revenues.

Because our industry is intensely price-sensitive, our gross margin (gross profit divided by net revenues) is subject to change based on the relative pricing of solutions that compete with ours. Variations in product mix, end-market mix and customer mix can also cause our gross margin to fluctuate. Also, because we purchase a large percentage of our silicon wafers from foundries located in Japan, our gross margin is influenced by fluctuations in the exchange rate between the U.S. dollar and the Japanese yen. All else being equal, a 10% change in the value of the U.S. dollar compared to the Japanese yen would eventually result in a corresponding change in our gross margin of approximately 0.8% to 1.0%; this sensitivity may increase or decrease depending on the percentage of our wafer supply that we purchase from Japanese suppliers. Also, although our wafer fabrication and assembly operations are outsourced, as are most of our test operations, a portion of our production costs are fixed in nature. As a result, our unit costs and gross profit margin are impacted by the volume of units we produce.

Our gross profit, defined as net revenues less cost of revenues, was $189.6 million, or 54% of net revenues, in 2014, compared to $183.2 million, or 53% of net revenues in 2013, and $150.5 million, or 49% of net revenues, in 2012. The

increase in 2014 was due primarily to: a favorable end-market mix, with a greater percentage of revenue coming from higher-margin end markets; a decline in the value of the Japanese yen versus the U.S. dollar, which decreased the cost of silicon wafers purchased from our Japanese wafer-fabrication foundries; and unit cost benefits resulting from higher production volumes. The increase in gross margin from 2012 to 2013 was due primarily to lower manufacturing costs stemming from a combination of internal cost-reduction initiatives, unit-cost benefits from higher production volumes, the decline in the value of the Japanese yen versus the U.S. dollar and a more favorable end-market mix.

Total operating expenses in 2014, 2013 and 2012 were $133.8 million , $129.2 million and $139.2 million, respectively. Operating expenses increased in 2014 compared to the prior year as a result of higher research and development expenses, including increased headcount as well as greater engineering-materials and equipment-depreciation expenses, all in support of our product-development efforts. Sales and marketing expenses also increased, due primarily to the expansion of our sales and application-support staffs, which resulted in higher salary and related expenses. Operating expenses decreased in 2013 from 2012 because in 2012 we recognized impairment charges associated with our investment in SemiSouth Laboratories, including the write-off of $10.0 million for a prepaid royalty and $15.2 million related to a payment under a loan guarantee for SemiSouth. (Refer to Note 12, *Transactions With Third Party* , in our Notes to Consolidated Financial Statements, for details on the impairment). The decrease in 2013 was partially offset by higher salary and intangible asset amortization expenses associated with the former Concept business, reflecting its inclusion for the full year of 2013 compared to only eight months in 2012. (Refer to Note 11, *Acquisitions* , in our Notes to Consolidated Financial Statements, for details).

Critical Accounting Policies and Estimates

The preparation of financial statements and related disclosures in conformity with accounting principles generally accepted in the United States of America, or U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an ongoing basis, we evaluate our estimates, including those listed below. We base our estimates on historical facts and various other assumptions that we believe to be reasonable at the time the estimates are made. Actual results could differ from those estimates.

Our critical accounting policies are as follows:

- revenue recognition;
- stock-based compensation;
- estimating write-downs for excess and obsolete inventory;
- income taxes;
- business combinations; and
- goodwill and intangible assets.

Our critical accounting policies are important to the portrayal of our financial condition and results of operations, and require us to make judgments and estimates about matters that are inherently uncertain. A brief description of these critical accounting policies is set forth below. For more information regarding our accounting policies, see Note 2, *Summary of Significant Accounting Policies* , in our Notes to Consolidated Financial Statements.

Revenue recognition

Product revenues consist of sales to original equipment manufacturers, or OEMs, merchant power supply manufacturers and distributors. Approximately 75% of our net product sales were made to distributors in 2014. We apply the provisions of Accounting Standard Codification (“ASC”) 605-10 (“ASC 605-10”) and all related appropriate guidance. Revenue is recognized when all of the following criteria have been met: (1) persuasive evidence of an arrangement exists, (2) delivery has occurred, (3) the price is fixed or determinable, and (4) collectability is reasonably assured. Customer purchase orders are generally used to determine the existence of an arrangement. Delivery is considered to have occurred when title and risk of loss have transferred to our customer. We evaluate whether the price is fixed or determinable based on the payment terms associated with the transaction and whether the sales price is subject to refund or adjustment. With respect to collectability, we perform credit checks for new customers and perform ongoing evaluations of our existing customers' financial condition and require letters of credit whenever deemed necessary.

Sales to international OEMs and merchant power supply manufacturers for shipments from our facility outside of the United States are pursuant to EX Works, or EXW, shipping terms, meaning that title to the product transfers to the customer upon shipment from our foreign warehouse. Sales to international OEM customers and merchant power supply manufacturers that are shipped from our facility in California are pursuant to Delivered at Frontier, or DAF, shipping terms. As such, title to the product passes to the customer when the shipment reaches the destination country and revenue is recognized upon the arrival of the product in that country. Shipments to OEMs and merchant power supply manufacturers in the Americas are pursuant to Free on Board, or FOB, point of origin shipping terms meaning that title is passed to the customer upon shipment. Revenue is recognized upon title transfer for sales to OEMs and merchant power supply manufacturers, assuming all other criteria for revenue recognition are met.

Sales to most distributors are made under terms allowing certain price adjustments and rights of return on our products held by the distributors. As a result of these rights, we defer the recognition of revenue and the costs of revenues derived from sales to these distributors until our distributors report that they have sold our products to their customers. Our recognition of such distributor sell-through is based on point of sales reports received from the distributor, at which time the price is no longer subject to adjustment and is fixed, and the products are no longer subject to return to us except pursuant to warranty terms. The gross profit that is deferred upon shipment to the distributor is reflected as "deferred income on sales to distributors" in the accompanying consolidated balance sheets. The total deferred revenue as of December 31, 2014 and 2013 , was approximately $25.0 million and $25.5 million , respectively. The total deferred cost as of December 31, 2014 and 2013 , was approximately $9.8 million and $9.8 million , respectively.

Frequently, distributors need to sell at a price lower than the standard distribution price in order to win business. At the time the distributor invoices its customer or soon thereafter, the distributor submits a "ship and debit" price adjustment claim to us to adjust the distributor's cost from the standard price to the pre-approved lower price. After we verify that the claim was pre-approved, a credit memo is issued to the distributor for the ship and debit claim. We maintain a reserve for these unprocessed claims and for estimated future ship and debit price adjustments. The reserves appear as a reduction to accounts receivable and deferred income on sales to distributors in our accompanying consolidated balance sheets. To the extent future ship and debit claims significantly exceed amounts estimated, there could be a material impact on the deferred revenue and deferred margin ultimately recognized. To evaluate the adequacy of our reserves, we analyze historical ship and debit payments and levels of inventory in the distributor channels.

Sales to certain of our distributors are made under terms that do not include rights of return or price concessions after the product is shipped to the distributor. Accordingly, product revenue is recognized upon shipment and title transfer assuming all other revenue recognition criteria are met.

Stock-based compensation

We apply the provisions of ASC 718-10, *Share-Based Payment* . Under the provisions of ASC 718-10, we recognize the fair value of stock-based compensation in our financial statements over the requisite service period of the individual grants, which generally equals a four-year vesting period. We use estimates of volatility, expected term, risk-free interest rate, dividend yield and forfeitures in determining the fair value of these awards and the amount of compensation expense to recognize. Changes in the estimated forfeiture rate could result in changes to our current compensation charges for historical grants.

Estimating write-downs for excess and obsolete inventory

When evaluating the adequacy of our valuation adjustments for excess and obsolete inventory, we identify excess and obsolete products and also analyze historical usage, forecasted production based on demand forecasts, current economic trends and historical write-offs **.** This write-down is reflected as a reduction to inventory in the consolidated balance sheets and an increase in cost of revenues. If actual market conditions are less favorable than our assumptions, we may be required to take additional write-downs, which could adversely impact our cost of revenues and operating results.

Income taxes

Income tax expense is an estimate of current income taxes payable or refundable in the current fiscal year based on reported income before income taxes. Deferred income taxes reflect the effect of temporary differences and carry-forwards that are recognized for financial reporting and income tax purposes.

We account for income taxes under the provisions of ASC 740. Under the provisions of ASC 740, deferred tax assets and liabilities are recognized based on the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, utilizing the tax rates that are expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. We recognize valuation allowances to reduce any deferred tax assets to the amount that we estimate will more likely than not be realized based on available evidence and management's judgment. We limit the deferred tax assets recognized related to some of our officers' compensation to amounts that we estimate will be deductible in future periods based upon Internal Revenue Code Section 162(m). In the event that we determine, based on available evidence and management judgment, that all or part of the net deferred tax assets will not be realized in the future, we would record a valuation allowance in the period the determination is made. In addition, the calculation of tax liabilities involves significant judgment in estimating the impact of uncertainties in the application of complex tax laws. Resolution of these uncertainties in a manner inconsistent with our expectations could have a material impact on our results of operations and financial position.

As of December 31, 2014 , we continue to maintain a valuation allowance on our California deferred tax assets as we believe that it is not more likely than not that the deferred tax assets will be fully realized. We also maintain a valuation allowance with respect to some of our deferred tax assets relating primarily to tax credits in Canada and the state of New Jersey as well as Federal capital loss carryforwards.

On May 20, 2014, we signed an agreement to settle all positions and close out the examination of our income tax returns for the years 2007 through 2009. As a result, we adjusted our tax balances based on the facts, circumstances, and information available at the reporting date. The resolution of the audit resulted in a federal tax benefit to us of $2.8 million ; we also recorded a state tax benefit of $0.5 million . The agreement with IRS also allowed us to repatriate up to $5.0 million from our foreign subsidiary without incurring additional U.S. income taxes.

We engage in qualifying activities for R&D credit purposes. The Tax Increase Prevention Act of 2014 was signed into law on December 19, 2014, to extend the federal research and development credit for 2014.

Business combinations

The purchase price of an acquisition is allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of acquisition. To the extent the purchase price exceeds the fair value of the net identifiable tangible and intangible assets acquired and liabilities assumed, such excess is allocated to goodwill. We determine the estimated fair values after review and consideration of relevant information, including discounted cash flows, quoted market prices and estimates made by management. We adjust the preliminary purchase price allocation, as necessary, during the measurement period of up to one year after the acquisition closing date as we obtain more information as to facts and circumstances existing at the acquisition date impacting asset valuations and liabilities assumed. Acquisition-related costs are recognized separately from the acquisition and are expensed as incurred.

Goodwill and intangible assets

In accordance with ASC 350-10, *Goodwill and Other Intangible Assets,* we evaluate goodwill for impairment on an annual basis, or as other indicators of impairment emerge. The provisions of ASC 350-10 require that we perform a two-step impairment test. In the first step, we compare the implied fair value of our single reporting unit to its carrying value, including goodwill. If the fair value of our reporting unit exceeds the carrying amount no impairment adjustment is required. If the carrying amount of our reporting unit exceeds the fair value, step two will be completed to measure the amount of goodwill impairment loss, if any exists. If the carrying value of our single reporting unit's goodwill exceeds its implied fair value, then we record an impairment loss equal to the difference, but not in excess of the carrying amount of the goodwill. Under the amendments of ASC 350-10, ASU No. 2011-08, *Testing Goodwill for Impairment,* beginning in the first quarter of 2012 we have the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If, we elect this option and after assessing the totality of events or circumstances, we determine it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then performing the two-step impairment test is unnecessary. We have not elected this option to date. We evaluated goodwill for impairment in the fourth quarters of 2014 and 2013, and concluded that no impairment existed as of December 31, 2014 , and December 31, 2013 .

ASC 350-10 also requires that intangible assets with estimable useful lives be amortized over their respective estimated useful lives, and reviewed for impairment in accordance with ASC 360-10, *Accounting for the Impairment or*

Disposal of Long-Lived Assets . We review long-lived assets, such as acquired intangibles and property and equipment, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We measure recoverability of assets to be held and used by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, we recognize an impairment charge by the amount by which the carrying amount of the asset exceeds the fair value of the asset.

Results of Operations

The following table sets forth some operating data in dollars, as a percentage of total net revenues and the increase (decrease) over prior periods for the periods indicated (dollar amounts in thousands).

	Year Ended December 31,							
	Amount			Increase (Decrease)		Percent of Net Revenues		
	2014	2013	2012	2014 vs. 2013	2013 vs. 2012	2014	2013	2012
Total net revenues	$ 348,797	$ 347,089	$ 305,370	$ 1,708	$ 41,719	100.0 %	100.0 %	100.0 %
Cost of revenues	159,227	163,853	154,868	(4,626)	8,985	45.7	47.2	50.7
Gross profit	189,570	183,236	150,502	6,334	32,734	54.3	52.8	49.3
Operating expenses:								
Research and development	54,981	51,654	45,709	3,327	5,945	15.8	14.9	15.0
Sales and marketing	47,796	45,466	37,998	2,330	7,468	13.7	13.1	12.4
General and administrative	30,997	32,050	30,243	(1,053)	1,807	8.9	9.2	9.9
Charge related to SemiSouth	—	—	25,200	—	(25,200)	—	—	8.3
Total operating expenses	133,774	129,170	139,150	4,604	(9,980)	38.4	37.2	45.6
Income from operations	55,796	54,066	11,352	1,730	42,714	16.0	15.6	3.7
Other income (expense)								
Charge related to SemiSouth	—	—	(33,745)	—	33,745	—	—	(11.1)
Other income, net	1,018	1,361	1,611	(343)	(250)	0.3	0.4	0.6
Total other income (expense)	1,018	1,361	(32,134)	(343)	33,495	0.3	0.4	(10.5)
Income (loss) before provision for (benefit from) income tax	56,814	55,427	(20,782)	1,387	76,209	16.3	16.0	(6.8)
Provision for (benefit from) income taxes	(2,730)	(1,839)	13,622	(891)	(15,461)	(0.8)	(0.5)	4.5
Net income (loss)	$ 59,544	$ 57,266	$ (34,404)	$ 2,278	$ 91,670	17.1 %	16.5 %	(11.3)%

Comparison of Years Ended December 31, 2014, 2013 and 2012

Net revenues. Net revenues consist of revenues from product sales, which are calculated net of returns and allowances. In 2014 revenue increased by $1.7 million, due primarily to growth in three of our primary end-market categories (consumer, industrial and computer), driven by higher unit sales for a range of applications including consumer appliances, industrial motor drives and desktop computers. The increase was partially offset by lower sales into the communications end market due primarily to lower unit sales for residential-networking applications and cellphone chargers.

The increase in revenues from 2012 to 2013 was due in part to the inclusion of the former Concept business for the full year (compared to only eight months in 2012), and also reflected higher unit sales into the industrial, consumer and computing end markets, particularly for such applications such as consumer appliances, industrial controls, LED lighting, industrial motor drives, renewable-energy systems and desktop PCs.

Our net revenue mix by the end markets served in 2014, 2013 and 2012 were as follows:

End Market	Year Ended December 31, 2014	2013	2012
Communications	18%	21%	24%
Computer	10%	10%	12%
Consumer	37%	35%	36%
Industrial electronics	35%	34%	28%

Sales to customers outside of the United States were $332.8 million in 2014, compared to $328.5 million in 2013 and $289.5 million in 2012, representing approximately 95% of net revenues in each of 2014, 2013 and 2012. Although power supplies using our products are designed and distributed worldwide, most of these power supplies are manufactured by our customers in Asia. As a result, sales to this region accounted for approximately 80% of our net revenues in 2014, 81% in 2013 and 82% in 2012. We expect international sales to continue to account for a large portion of our net revenues.

Distributors accounted for 75% of our net product sales for the years ended December 31, 2014 and 2013, and 74% of our net product sales for the year ended December 31, 2012, with direct sales to OEMs and power supply manufacturers accounting for the remainder in each of the corresponding years. In 2014 and 2013, one distributor, Avnet, accounted for more than 10% of revenues. In 2012, two distributors, Avnet and ATM Electronic Corporation, each accounted for more than 10% of revenues. The table below includes net revenues from each of these customers for the three years ended December 31, 2014.

Customer	Year Ended December 31, 2014	2013	2012
Avnet	19%	19%	20%
ATM Electronic Corporation	*	*	12%

* Total customer revenue was less than 10% of net revenues

No other customers accounted for 10% or more of net revenues during these years.

Gross profit. Gross profit is net revenues less cost of revenues. Our cost of revenues consists primarily of the purchase of wafers from our contracted foundries, the assembly, packaging and testing of our products by sub-contractors, product testing performed in our own facility, overhead associated with the management of our supply chain and the amortization of acquired intangible assets. Gross margin is gross profit divided by net revenues. The table below compares gross profit and gross margin for the years ended December 31, 2014, 2013 and 2012 (dollars in millions):

	Year Ended December 31, 2014	2013	2012
Net revenues	$ 348.8	$ 347.1	$ 305.4
Gross profit	$ 189.6	$ 183.2	$ 150.5
Gross margin	54.3%	52.8%	49.3%

The increase in gross margin from 2013 to 2014 was due primarily to: a favorable end-market mix, with a greater percentage of revenue coming from higher-margin end markets; a continued decline in the value of the Japanese yen versus the U.S. dollar, which decreased the cost of silicon wafers purchased from our Japanese wafer-fabrication foundries; and unit cost benefits from higher production volumes. The increase in gross margin from 2012 to 2013 was due primarily to lower manufacturing costs stemming from a combination of internal cost-reduction initiatives, unit-cost benefits from higher production volumes, the decline in the value of the Japanese yen versus the U.S. dollar and a more favorable end-market mix.

Research and development expenses. Research and development, or R&D, expenses consist primarily of employee-related expenses including stock-based compensation and expensed material and facility costs associated with the development of new processes and new products. We also record R&D expenses for prototype wafers related to new products

until the products are released to production. The table below compares R&D expenses for the years ended December 31, 2014, 2013 and 2012 (dollars in millions):

	Year Ended December 31,		
	2014	2013	2012
Net revenues	$ 348.8	$ 347.1	$ 305.4
R&D expenses	$ 55.0	$ 51.7	$ 45.7
R&D expenses as a % of net revenues	15.8%	14.9%	15.0%

R&D expenses increased in 2014 compared to 2013, driven primarily by increased payroll and related expenses as a result of increased headcount, due mainly to the expansion of our product-development efforts. We also increased outside-service expenses related to product design and development. The R&D increase was partially offset by lower stock-based compensation expense, reflecting the fact that our 2014 performance-based stock awards failed to vest due to our 2014 performance. R&D expenses increased in 2013 compared to 2012, driven primarily by increased payroll and related expenses as a result of increased headcount, due mainly to our acquisition of Concept in May 2012. In addition, we expanded our product-development efforts resulting in increased outside-service expenses related to product design and development.

Sales and marketing expenses. Sales and marketing expenses consist primarily of employee-related expenses, including stock-based compensation, commissions to sales representatives, amortization of acquired intangible assets and facilities expenses, including expenses associated with our regional sales and support offices. The table below compares sales and marketing expenses for the years ended December 31, 2014, 2013 and 2012 (dollars in millions):

	Year Ended December 31,		
	2014	2013	2012
Net revenues	$ 348.8	$ 347.1	$ 305.4
Sales and marketing expenses	$ 47.8	$ 45.5	$ 38.0
Sales and marketing expenses as a % of net revenue	13.7%	13.1%	12.4%

Sales and marketing expenses increased in 2014 compared to 2013, due primarily to increased salary and related expenses reflecting the expansion of our sales and application-support staffs. This increase was partially offset by lower amortization of acquisition-related intangible assets, as our Concept trade name was fully amortized in the second quarter of 2014. The increase in sales and marketing expenses in 2013 compared to 2012 was due primarily to the acquisition of Concept in May of 2012, which in turn resulted in higher payroll and related expenses including stock-based compensation expense, as well as increased amortization expenses related to acquired intangible assets. The expansion of our sales force also contributed to the year-over-year increase, as did higher marketing expenses, which increased due to the development of marketing materials for the Concept IGBT-driver product line as well as trade-show attendance.

General and administrative expenses. General and administrative, or G&A, expenses consist primarily of employee-related expenses, including stock-based compensation expenses for administration, finance, human resources and general management, as well as consulting, professional services, legal and auditing expenses. The table below compares G&A expenses for the years ended December 31, 2014, 2013 and 2012 (dollars in millions):

	Year Ended December 31,		
	2014	2013	2012
Net revenues	$ 348.8	$ 347.1	$ 305.4
G&A expenses	$ 31.0	$ 32.1	$ 30.2
G&A expenses as a % of net revenue	8.9%	9.2%	9.9%

G&A expenses decreased in 2014 compared to 2013 due primarily to lower stock-based compensation expense, reflecting the fact that our 2014 performance-based stock awards failed to vest due to our 2014 performance. In addition, we incurred lower legal expenses as a result of lower patent fees and general legal fees, partially offset by increased outside service fees related to our acquisition in January 2015 of Cambridge Semiconductor Ltd. ("CamSemi"), a UK company (refer to Note 11, *Acquisitions,* in our Notes to Consolidated Financial Statements for details). G&A expenses increased in 2013 compared to 2012 due primarily to increased headcount year-over-year, due primarily to our acquisition of Concept in May of 2012, which

resulted in increased payroll and related expenses, including stock-based compensation expense. The increase was partially offset by decreased legal expenses related to patent litigation (refer to Note 10, *Legal Proceedings and Contingencies* **,** in our Notes to Consolidated Financial Statements for details), and a decrease in professional-service expenses following elevated expenses in 2012 in conjunction with the Concept acquisition and our audit settlement with the IRS.

Charge Related to SemiSouth. In October 2012, we determined that our assets related to SemiSouth Laboratories were impaired as of September 30, 2012. As a result we incurred a net charge to operating expenses of $25.2 million, comprising the write-offs of a prepaid royalty of $10.0 million and $15.2 million related to a loan guarantee for SemiSouth. Refer to Note 12, *Transactions With Third Party* , in our Notes to Consolidated Financial Statements for details on the SemiSouth charge.

Other income/expense, net . Other income (expense), net consists primarily of interest income earned on cash and cash equivalents, marketable securities and other investments, and the impact of foreign exchange gains or losses, in addition to an impairment charge related to SemiSouth. The table below compares other income, net for the years ended December 31, 2014, 2013 and 2012 (dollars in millions):

	Year Ended December 31,		
	2014	**2013**	**2012**
Net revenues	$ 348.8	$ 347.1	$ 305.4
Other income (expense)	$ 1.0	$ 1.4	$ (32.1)
Other income as a % of net revenue	0.3%	0.4%	(10.5)%

Other income/expense decreased in 2014 compared to 2013 due to a 2013 gain realized for the sale of assets related to SemiSouth, partially offset by increased interest income in 2014. Other income/expense increased in 2013 compared to 2012, due primarily to a charge of $33.7 million in 2012 related to SemiSouth, comprising the write-off of $6.7 million of lease receivables, $7.0 million of preferred stock, a promissory note (net of imputed interest) in the amount of $13.2 million, $6.2 million for a purchase option, and other assets of $0.6 million. Refer to Note 12, *Transactions With Third Party* , in our Notes to Consolidated Financial Statements for details on the SemiSouth impairment. In addition, in 2013 we had the above-mentioned other income of $0.5 million gain for the sale of assets related to SemiSouth.

Provision for income taxes. Provision for income taxes represents federal, state and foreign taxes. The table below compares the provision for income taxes for the years ended December 31, 2014, 2013 and 2012 (dollars in millions):

	Year Ended December 31,		
	2014	**2013**	**2012**
Income (loss) before provision for (benefit from) income taxes	$ 56.8	$ 55.4	$ (20.8)
Provision for (benefit from) income taxes	$ (2.7)	$ (1.8)	$ 13.6
Effective tax rate	(4.8)%	(3.3)%	(65.5)%

In 2014, our effective tax rate was impacted by an agreement reached with the Internal Revenue Service to conclude the examination of our income tax returns for the years 2007 through 2009. The resolution of the audit resulted in a federal tax benefit to us of $2.8 million ; we also recorded a state tax benefit of $0.5 million . The one-time benefit included the reversal of $4.1 million of related unrecognized tax benefits that had been recorded as non-current liabilities in our consolidated balance sheets. Our effective tax rate for the year ended December 31, 2013, was favorably impacted by the geographic distribution of our world-wide earnings and earnings in lower-tax jurisdictions. Additionally, the rate was favorably impacted by federal research tax credits for 2014, 2013 and 2012.

The effective tax rate for the year ended December 31, 2012, was unfavorably impacted as a result of our audit agreement with the IRS, in connection with the IRS examination of our income tax returns for the years ended 2003 through 2006. The settlement included federal and state taxes plus interest charges totaling approximately $44.8 million, partially offset by the reversal of related unrecognized tax benefits of $29.1 million, for a net charge of $18.1 million. During the third quarter of 2012, we recorded an impairment charge and write-off of certain assets related to SemiSouth of approximately $58.9 million on which we recognized an $8.0 million tax benefit. The write-off resulted in a net loss for the year. For further income tax information refer to Note 8, *Provision for Income Taxes* , in our Notes to Consolidated Financial Statements.

Liquidity and Capital Resources

We had approximately $175.3 million in cash, cash equivalents and short-term marketable securities at December 31, 2014, compared to $202.1 million at December 31, 2013, and $95.2 million at December 31, 2012. As of December 31, 2014, 2013 and 2012, we had working capital, defined as current assets less current liabilities, of approximately $210.8 million, $227.0 million and $124.3 million, respectively.

In March 2012, we loaned $18.0 million to SemiSouth in exchange for a promissory note. In October 2012, we determined that the loan to SemiSouth was other-than-temporarily impaired as of September 30, 2012; the loan was written off, resulting in a charge in our consolidated statements of income (loss) for the year ended December 31, 2012, under the caption “other income (expense), charge related to SemiSouth” (see Note 12, *Transactions With Third Party,* in our Notes to Consolidated Financial Statements for further details on the SemiSouth loan).

On July 5, 2012, we entered into a Credit Agreement (the "Credit Agreement") with two banks. The Credit Agreement provides us with a $100.0 million revolving line of credit to use for general corporate purposes with a $20.0 million sub-limit for the issuance of standby and trade letters of credit. The Credit Agreement was amended on April 1, 2014, to extend the Credit Agreement termination date from July 5, 2015, to April 1, 2017, with all other terms of the Credit Agreement remaining the same. Our ability to borrow under the revolving line of credit is conditioned upon our compliance with specified covenants, primarily a minimum cash requirement and a debt-to-earnings ratio, with which we are currently in compliance. The Credit Agreement terminates on April 1, 2017, and all advances under the revolving line of credit will become due on such date, or earlier in the event of a default. As of December 31, 2014 , we had no amounts outstanding under our agreement.

Our operating activities generated cash of $85.6 million, $98.7 million, and $51.8 million in the years ended December 31, 2014, 2013 and 2012, respectively. In each of these years, cash was primarily generated from operating activities in the ordinary course of business.

Cash provided by operating activities totaled $85.6 million in the year ended December 31, 2014. Our net income was $59.5 million, which included non-cash depreciation, amortization and stock-based compensation expenses of $15.9 million, $6.1 million and $14.3 million, respectively. Sources of cash also included: (1) an $8.2 million decrease in prepaid expenses and other assets as a result of lower payments related to legal and R&D services, in addition to tax refunds received during the year; (2) a $2.1 million decrease in accounts receivable as a result of lower sales in the fourth quarter of 2014 compared to 2013 and improved collections; and (3) a $2.3 million increase in accounts payable due to the timing of payments. These sources of cash were partially offset by a $21.7 million increase in our inventories as a result of lower-than expected sales, and by a $3.2 million decrease in taxes payable.

Cash provided by operating activities totaled $98.7 million in the year ended December 31, 2013. Our net income was $57.3 million, which included non-cash depreciation, amortization and stock-based compensation expenses of $16.1 million, $7.4 million and $16.5 million, respectively. Sources of cash also included a $4.2 million increase in deferred income on sales to distributors, resulting from increased shipments to distributors in the fourth quarter of 2013 compared to the same period of 2012. These sources of cash were partially offset by a $4.9 million increase in accounts receivable resulting primarily from revenue growth in the fourth quarter of 2013 compared to the same period in 2012.

Cash provided by operating activities totaled $51.8 million in the year ended December 31, 2012. In 2012, our net loss was $34.4 million, which included non-cash depreciation, amortization and stock-based compensation expenses of $15.3 million, $5.2 million and $14.2 million, respectively. In addition we incurred a $58.9 million impairment charge related to our SemiSouth related assets (refer to Note 12, *Transactions With Third Party,* in our Notes to Consolidated Financial Statements, for details on our SemiSouth impairment and charges). Additional sources of cash included (1) a $18.0 million decline in inventory due to reduced wafer purchases in 2012, and increased sales at the end of 2012 compared to 2011, and (2) a $5.3 million decrease in accounts receivable primarily due to the timing of ship-and-debit credit processing. These additional sources of cash and non-cash items were partially offset by (1) a $26.0 million decrease in taxes payable and other accrued liabilities primarily in connection with our IRS agreement (refer to Note 8, *Provision for Income Taxes* , in our Notes to Consolidated Financial Statements for details on our agreement) and (2) a $11.0 million increase in prepaid expenses and other assets primarily related to prepaid taxes (in connection with the tax benefit related to the SemiSouth impairment and the above-mentioned tax agreement).

Our investing activities in the year ended December 31, 2014, resulted in a net $38.1 million use of cash, consisting primarily of: (1) $7.2 million, net, for purchases of marketable securities; (2) $23.1 million for purchases of property and equipment, primarily machinery and equipment for production and research and development; (3) $1.3 million for the purchase of power.com, our new domain name; and (4) a $6.6 million cash payment to CamSemi under a loan agreement (refer to Note 11, *Acquisitions* , in our Notes to Consolidated Financial Statements, for further details).

Our investing activities in the year ended December 31, 2013, resulted in a net $90.7 million use of cash, consisting primarily of $78.1 million, net, for purchases of marketable securities and $14.0 million for purchases of property and equipment. Our investment in property and equipment included purchases of manufacturing and research and development equipment, as well as an enterprise resource planning, or ERP, software upgrade and building improvements to our San Jose, California facility.

Our investing activities in the year ended December 31, 2012, resulted in a $124.7 million net use of cash, consisting of: (1) $115.7 million related to the acquisition of Concept; (2) $18.0 million for a loan to SemiSouth (refer to Note 12, *Transactions With Third Party* , in our Notes to Consolidated Financial Statements, for further details); (3) $15.2 million related to a payment under a loan guarantee for SemiSouth, refer to Note 12, *Transactions With Third Party* , in our Notes to Consolidated Financial Statements, for further details; and (4) $16.4 million for purchases of property and equipment, primarily building improvements in connection with our research and development facility in New Jersey and manufacturing equipment and software to support our growth. These uses of cash were partially offset by $40.5 million of proceeds from maturities of marketable securities.

Our financing activities in the year ended December 31, 2014, resulted in a net use of $79.6 million, consisting primarily of $80.8 million for the repurchase of our common stock, and $13.2 million for the payment of dividends to stockholders. The use of cash was partially offset by proceeds of $13.9 million from issuance of common stock, including the exercise of employee stock options and the issuance of shares through our employee stock purchase plan.

Our financing activities in the year ended December 31, 2013, resulted in net proceeds of $21.5 million, consisting primarily of $30.2 million from the issuance of common stock, including the exercise of employee stock options and the issuance of shares through our employee stock purchase plan, partially offset by $9.4 million for the payment of dividends to stockholders. Our financing activities in the year ended December 31, 2012, resulted in a net $3.6 million use of cash, consisting of $20.5 million used for the repurchase of our common stock and $5.8 million for the payment of dividends to stockholders, partially offset by proceeds of $22.0 million from the issuance of common stock, including the exercise of employee stock options and the issuance of shares through our employee stock purchase plan.

In October 2013, our board of directors declared four quarterly cash dividends in the amount of $0.10 per share to be paid to stockholders of record at the end of each quarter in 2014. Dividend payouts totaling approximately $3.0 million each were paid on March 31, 2014, and June 30, 2014. In April 2014, our board of directors increased the quarterly dividends for the third and fourth quarters of 2014 to $0.12 per share. Dividend payouts totaling approximately $3.6 million and $3.5 million were paid on September 30, 2014, and December 31, 2014, respectively. In January 2015, our board of directors extended the $0.12 quarterly dividend through each quarter in 2015.

In January 2013, our board of directors declared four quarterly cash dividends in the amount of $0.08 per share paid to stockholders of record at the end of each quarter in 2013. Payouts of approximately $2.3 million each were paid on March 29, 2013, and June 28, 2013, and approximately $2.4 million was paid on September 30, 2013, and December 31, 2013, respectively. In January 2012, our board of directors declared four quarterly cash dividends in the amount of $0.05 per share to be paid to stockholders of record at the end of each quarter in 2012. The quarterly dividend payments were each in the aggregate amount of approximately $1.4 million to stockholders of record. The declaration of any future cash dividend is at the discretion of the board of directors and will depend on the Company's financial condition, results of operations, capital requirements, business conditions and other factors, as well as a determination that cash dividends are in the best interest of the Company's stockholders.

In October 2012, our board of directors authorized the use of $50.0 million for the repurchase of our common stock, with repurchases to be executed according to certain pre-defined price/volume guidelines set by the board of directors. In 2012, we purchased 0.7 million shares for approximately $20.5 million under this stock repurchase program. No shares were purchased during the twelve months ended December 31, 2013, due to the then current stock price levels which exceeded the pre-defined price guidelines mentioned above. In 2014 the our board of directors authorized the use of an additional $75.0

million for this purpose. In the twelve months ended December 31, 2014 , we purchased 1.6 million shares for $80.8 million . As of December 31, 2014 , we had $23.7 million available for future stock repurchases. Authorization of future stock repurchase programs is at the discretion of the board of directors and will depend on our financial condition, results of operations, capital requirements, business conditions as well as other factors.

As of December 31, 2014, we had a contractual obligation related to income tax, consisting primarily of unrecognized tax benefits of approximately $11.2 million. The tax obligation was classified as long-term income taxes payable and a portion is recorded in deferred tax assets in our consolidated balance sheet.

In connection with our IRS settlements in 2014 and in 2012, we were entitled to repatriate $106.9 million from our foreign subsidiary without incurring additional U.S. income tax (See Note 8, *Provision for Income Taxes* , in our Notes to Condensed Consolidated Financial Statements).

Our cash, cash equivalents and investment balances may change in future periods due to changes in our planned cash outlays, including changes in incremental costs such as direct and integration costs related to future acquisitions. We expect continued sales growth in our foreign business and plan to use the earnings generated by our foreign subsidiaries to continue to fund both the working capital and growth needs of our foreign entities, along with providing funding for any future foreign acquisitions. We do not provide for U.S. taxes on our undistributed earnings of foreign subsidiaries that we intend to invest indefinitely outside the U.S., unless such taxes are otherwise required under U.S. tax law. Beginning in 2013, we determined that a portion of our foreign subsidiaries current and future earnings may be remitted prospectively to the U.S. for domestic cash flow purposes and, accordingly, provided for the related U.S. taxes in our consolidated financial statements. Currently the majority of our cash and marketable securities are held in the U.S. If we change our intent to invest our undistributed earnings outside the U.S. indefinitely or if a greater amount of undistributed earnings are needed for U.S. operations than previously anticipated and for which U.S. taxes have not been recorded, we would be required to accrue or pay U.S. taxes (subject to an adjustment for foreign tax credits, where applicable) and withholding taxes payable to various foreign countries on some or all of these undistributed earnings. As of December 31, 2014, we had undistributed earnings of foreign subsidiaries that are indefinitely invested outside of the U.S. of approximately $144.0 million.

If our operating results deteriorate in future periods, either as a result of a decrease in customer demand, or severe pricing pressures from our customers or our competitors, or for other reasons, our ability to generate positive cash flow from operations may be jeopardized. In that case, we may be forced to use our cash, cash equivalents and short-term investments, use our current financing or seek additional financing from third parties to fund our operations. We believe that cash generated from operations, together with existing sources of liquidity, will satisfy our projected working capital and other cash requirements for at least the next 12 months.

Off-Balance Sheet Arrangements

As of December 31, 2014 and 2013, we did not have any off-balance sheet arrangements or relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which are typically established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Contractual Obligations

As of December 31, 2014, we had the following contractual obligations and commitments required by SEC regulations to be disclosed in this table, consisting solely of non-cancelable operating lease agreements (in thousands):

	Payments Due by Period				
	Total	Less than 1 Year	1 - 3 Years	4 - 5 Years	Over 5 Years
Operating lease obligations	$ 4,832	$ 1,485	$ 1,969	$ 1,378	$ —

In addition to our contractual obligations noted above we have a contractual obligation related to income tax as of December 31, 2014, which primarily comprises unrecognized tax benefits of approximately $11.2 million, and was classified as long-term income taxes payable and a portion is recorded in deferred tax assets in our consolidated balance sheet.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Interest Rate Risk. Our exposure to market risk for changes in interest rates relates primarily to our investment portfolio. We consider cash invested in highly liquid financial instruments with a remaining maturity of three months or less at the date of purchase to be cash equivalents. Investments in highly liquid financial instruments with maturities greater than three months are classified as short-term investments. We generally hold securities until maturity; however, they may be sold under certain circumstances, including, but not limited to, when necessary for the funding of acquisitions and other strategic investments. As a result of this policy, we classify our investment portfolio as available-for-sale. We invest in high-credit quality issuers and, by policy, limit the amount of credit exposure to any one issuer. As stated in our policy, we seek to ensure the safety and preservation of our invested principal funds by limiting default risk, market risk and reinvestment risk. We mitigate default risk by investing in safe and high-credit quality securities and by constantly positioning our portfolio to respond appropriately to a significant reduction in a credit rating of any investment issuer, guarantor or depository. The portfolio includes only marketable securities with active secondary or resale markets to facilitate portfolio liquidity. At December 31, 2014 and 2013 , we held primarily cash equivalents and short-term investments with fixed interest rates. We do not hold any instruments for trading purposes.

Our investment securities are subject to market interest rate risk and will vary in value as market interest rates fluctuate. To minimize market risk, we invest in high-credit quality issuers and, by policy, limit the amount of credit exposure to any one issuer, and therefore if market interest rates were to increase or decrease by 10% from interest rates as of December 31, 2014 , or December 31, 2013 , the increase or decrease in the fair market value of our portfolio on these dates would not have been material. We monitor our investments for impairment on a periodic basis. Refer to Note 2, *Summary of Significant Accounting Policies* , for a tabular presentation of our available-for-sale investments and the expected maturity dates.

Foreign Currency Exchange Risk. As of December 31, 2014 , our primary transactional currency was the U.S. dollar; in addition, we hold cash in Swiss francs and euro as a result of our acquisition of Concept in 2012. Cash balances held in foreign countries are subject to local banking laws and may bear higher or lower risk than cash deposited in the United States. The following represents the potential impact on our pretax income from a change in the value of the U.S. dollar compared to the Swiss franc and euro as of December 31, 2014 . This sensitivity analysis applies a change in the U.S. dollar value of 5% and 10%.

	December 31, 2014	
	5%	10%
Swiss franc and euro foreign exchange impact (in thousands of USD)	$ 124	$ 248

The foreign exchange rate fluctuation between the U.S. dollar versus the Swiss franc and euro is recorded in other income in our consolidated statements of income (loss).

We have sales offices in various other foreign countries in which our expenses are denominated in the local currency, primary Asia and Western Europe. From time to time we may enter into foreign currency hedging contracts to hedge certain foreign currency transactions. As of December 31, 2014 , and December 31, 2013 , we did not have an open foreign currency hedge program utilizing foreign currency forward exchange contracts.

With two of our major suppliers, Seiko Epson Corporation, or Epson, and ROHM Lapis Semiconductor Co., Ltd., or Lapis, we have wafer supply agreements based in U.S. dollars; however, our agreements with Epson and Lapis also allow for mutual sharing of the impact of the exchange rate fluctuation between Japanese yen and the U.S. dollar. Each year, our management and these suppliers review and negotiate pricing; the negotiated pricing is denominated in U.S. dollars but is subject to contractual exchange rate provisions. The fluctuation in the exchange rate is shared equally between us and each of these suppliers.

Nevertheless, as a result of our above-mentioned supplier agreements, our gross margin is influenced by fluctuations in the exchange rate between the U.S. dollar and the Japanese yen. All else being equal, a 10% change in the value of the U.S. dollar compared to the Japanese yen would result in a corresponding change in our gross margin of approximately 0.8% to 1.0%; this sensitivity may increase or decrease depending on the percentage of our wafer supply that we purchase from some of our Japanese suppliers and could subject our gross profit and operating results to the potential for material fluctuations.

Item 8. Financial Statements and Supplementary Data.

The financial statements required by this item are set forth in the pages indicated in Item 15(a), and the supplementary data required by this item is included in Note 15, *Selected Quarterly Information,* in our notes to consolidated financial statements.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

Not applicable.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Management is required to evaluate our disclosure controls and procedures, as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Disclosure controls and procedures are controls and other procedures designed to provide reasonable assurance that information required to be disclosed in our reports filed under the Exchange Act, such as this Annual Report on Form 10-K, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include controls and procedures designed to provide reasonable assurance that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer as appropriate to allow timely decisions regarding required disclosure. Our disclosure controls and procedures include components of our internal control over financial reporting, which consists of control processes designed to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles in the U.S. To the extent that components of our internal control over financial reporting are included within our disclosure controls and procedures, they are included in the scope of our periodic controls evaluation. Based on our management's evaluation (with the participation of our principal executive officer and principal financial officer), our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) were effective as of the end of the period covered by this report.

Management's Report on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;

- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that receipts and expenditures are being made only in accordance with authorizations of our management and directors; and

- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting.

Management conducted an assessment of Power Integrations' internal control over financial reporting as of December 31, 2014 , based on the framework established by the Committee of Sponsoring Organization (COSO) of the Treadway Commission in *Internal Control - Integrated Framework* issued in 2013. Based on this assessment, management concluded that, as of December 31, 2014 , our internal control over financial reporting was effective.

The effectiveness of Power Integrations' internal control over financial reporting as of December 31, 2014 , has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which appears below.

Changes in Internal Control over Financial Reporting

There were no changes in our internal controls over financial reporting during the fourth quarter of 2014 , which were identified in connection with management's evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act, that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Power Integrations, Inc.
San Jose, California

We have audited the internal control over financial reporting of Power Integrations, Inc. and subsidiaries (the "Company") as of December 31, 2014, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion **.**

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's Board of Directors, management, and other personnel 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements and consolidated financial statement schedule as of and for the year ended December 31, 2014 of the Company and our report dated February 10, 2015 expressed an unqualified opinion on those consolidated financial statements and consolidated financial statement schedule.

/s/ DELOITTE & TOUCHE LLP

San Jose, California
February 10, 2015

Item 9B. Other Information.

None

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The names of our executive officers and their ages, titles and biographies as of the date hereof are incorporated by reference from Part I, Item 1, above.

The following information is included in our Notice of Annual Meeting of Stockholders and Proxy Statement to be filed within 120 days after our fiscal year end of December 31, 2014 , or the Proxy Statement, and is incorporated herein by reference:

- Information regarding our directors and any persons nominated to become a director, as well as with respect to some other required board matters, is set forth under Proposal 1 entitled "Election of Directors."
- Information regarding our audit committee and our designated "audit committee financial expert" is set forth under the captions "Information Regarding the Board and its Committees" and "Audit Committee" under Proposal 1 entitled "Election of Directors."
- Information on our code of business conduct and ethics for directors, officers and employees is set forth under the caption "Code of Business Conduct and Ethics" under Proposal 1 entitled "Election of Directors."
- Information regarding Section 16(a) beneficial ownership reporting compliance is set forth under the caption "Section 16(a) Beneficial Ownership Reporting Compliance."
- Information regarding procedures by which stockholders may recommend nominees to our board of directors is set forth under the caption "Nominating and Governance Committee" under Proposal 1 entitled "Election of Directors."

Item 11. Executive Compensation.

Information regarding compensation of our named executive officers is set forth under the caption "Compensation of Executive Officers" in the Proxy Statement, which information is incorporated herein by reference.

Information regarding compensation of our directors is set forth under the caption "Compensation of Directors" in the Proxy Statement, which information is incorporated herein by reference.

Information relating to compensation policies and practices as they relate to risk management is set forth under the caption "Compensation Policies and Practices as They Relate to Risk Management" under Proposal 1 entitled "Election of Directors" in the Proxy Statement, which information is incorporated herein by reference.

Information regarding compensation committee interlocks is set forth under the caption "Compensation Committee Interlocks and Insider Participation" in the Proxy Statement, which information is incorporated herein by reference.

The Compensation Committee Report is set forth under the caption "Compensation Committee Report" in the Proxy Statement, which report is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

Information regarding security ownership of certain beneficial owners, directors and executive officers is set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement, which information is incorporated herein by reference.

Information regarding our equity compensation plans, including both stockholder approved plans and non-stockholder approved plans, is set forth under the caption "Equity Compensation Plan Information" in the Proxy Statement, which information is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

Information regarding certain relationships and related transactions is set forth under the caption "Certain Relationships and Related Transactions" in the Proxy Statement, which information is incorporated herein by reference.

Information regarding director independence is set forth under the caption “Proposal 1 - Election of Directors” in the Proxy Statement, which information is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services.

Information regarding principal auditor fees and services is set forth under "Principal Accountant Fees and Services" in the Proposal entitled “Ratification of Selection of Independent Registered Public Accounting Firm” in the Proxy Statement, which information is incorporated herein by reference.

PART IV

ITEM 15. FINANCIAL STATEMENTS AND EXHIBITS

(a) The following documents are filed as part of this Form:

1. Financial Statements

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Report of Independent Registered Public Accounting Firm	44
Consolidated Balance Sheets	45
Consolidated Statements of Income (Loss)	46
Consolidated Statements of Comprehensive Income (Loss)	47
Consolidated Statements of Stockholders' Equity	48
Consolidated Statements of Cash Flows	49
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2. Financial Statement Schedules

Schedule II: Valuation and Qualifying Accounts.

All other schedules are omitted because they are not applicable or the required information is shown in the consolidated financial statements or notes thereto.

3. Exhibits

See Index to Exhibits at the end of this Report, which is incorporated herein by reference. The Exhibits listed in the accompanying Index to Exhibits are filed as part of this report.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Power Integrations, Inc.
San Jose, California

We have audited the accompanying consolidated balance sheets of Power Integrations, Inc. and subsidiaries (the "Company") as of December 31, 2014 and 2013, and the related consolidated statements of income (loss), comprehensive income (loss), stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the consolidated financial statement schedule listed in the Index at Item 15 (a) 2. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the consolidated financial statements and consolidated financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Power Integrations, Inc. and subsidiaries at December 31, 2014 and 2013, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such consolidated financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2014, based on the criteria established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 10, 2015 , expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ DELOITTE & TOUCHE LLP

San Jose, California
February 10, 2015

POWER INTEGRATIONS, INC.

CONSOLIDATED BALANCE SHEETS
(In thousands, except share amounts and par value)

	December 31, 2014	December 31, 2013
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 60,708	$ 92,928
Short-term marketable securities	114,575	109,179
Accounts receivable, net of allowances of $191 and $120 in 2014 and 2013, respectively (Note 2)	10,186	12,389
Inventories	64,025	42,235
Deferred tax assets	39	2,059
Prepaid expenses and other current assets	16,379	18,632
Total current assets	265,912	277,422
PROPERTY AND EQUIPMENT, net	95,823	90,141
INTANGIBLE ASSETS, net	35,524	40,334
GOODWILL	80,599	80,599
DEFERRED TAX ASSETS (NOTE 8)	11,562	9,449
OTHER ASSETS	4,243	3,476
Total assets	$ 493,663	$ 501,421
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 21,980	$ 20,772
Accrued payroll and related expenses	9,071	8,900
Taxes payable	2,963	2,266
Deferred tax liabilities	2,193	943
Deferred income on sales to distributors	15,223	15,727
Other accrued liabilities	3,730	1,810
Total current liabilities	55,160	50,418
LONG-TERM INCOME TAXES PAYABLE (NOTE 8)	743	6,885
DEFERRED TAX LIABILITIES	4,272	5,273
OTHER LIABILITIES	2,812	2,159
Total liabilities	62,987	64,735
COMMITMENTS AND CONTINGENCIES (Notes 8, 9 and 10)		
STOCKHOLDERS' EQUITY:		
Common stock, $0.001 par value		
Authorized - 140,000,000 shares		
Outstanding - 29,208,468 and 30,021,943 shares in 2014 and 2013, respectively	29	30
Additional paid-in capital	171,938	223,660
Accumulated other comprehensive loss	(1,136)	(470)
Retained earnings	259,845	213,466
Total stockholders' equity	430,676	436,686
Total liabilities and stockholders' equity	$ 493,663	$ 501,421

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

POWER INTEGRATIONS, INC.

CONSOLIDATED STATEMENTS OF INCOME (LOSS)

(In thousands, except per share amounts)

	Year Ended December 31,		
	2014	**2013**	**2012**
NET REVENUES	$ 348,797	$ 347,089	$ 305,370
COST OF REVENUES	159,227	163,853	154,868
GROSS PROFIT	189,570	183,236	150,502
OPERATING EXPENSES:			
Research and development	54,981	51,654	45,709
Sales and marketing	47,796	45,466	37,998
General and administrative	30,997	32,050	30,243
Charge related to SemiSouth (Note 12)	—	—	25,200
Total operating expenses	133,774	129,170	139,150
INCOME FROM OPERATIONS	55,796	54,066	11,352
OTHER INCOME (EXPENSE):			
Interest income	1,203	736	1,747
Interest expense	—	(23)	(2)
Charge related to SemiSouth (Note 12)	—	—	(33,745)
Other, net	(185)	648	(134)
Total other income (expense)	1,018	1,361	(32,134)
INCOME (LOSS) BEFORE INCOME TAXES	56,814	55,427	(20,782)
PROVISION FOR (BENEFIT FROM) INCOME TAXES	(2,730)	(1,839)	13,622
NET INCOME (LOSS)	$ 59,544	$ 57,266	$ (34,404)
EARNINGS (LOSS) PER SHARE:			
Basic	$ 1.99	$ 1.95	$ (1.20)
Diluted	$ 1.93	$ 1.88	$ (1.20)
SHARES USED IN PER SHARE CALCULATION:			
Basic	29,976	29,421	28,636
Diluted	30,829	30,420	28,636

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

POWER INTEGRATIONS, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In thousands)

	Year Ended December 31,		
	2014	2013	2012
Net income (loss)	$ 59,544	$ 57,266	$ (34,404)
Other comprehensive income (loss), net of tax			
Foreign currency translation adjustments, net of $0 tax in 2014, 2013 and 2012	(79)	(29)	79
Unrealized gain (loss) on marketable securities, net of $0 tax in 2014, 2013 and 2012	(127)	72	138
Unrealized actuarial loss on pension b enefits, net of tax of $128, $61 and $155 in 2014, 2 013 and 2012, respectively (Note 13)	(460)	(220)	(560)
Total other comprehensive loss	(666)	(177)	(343)
Total comprehensive income (loss)	$ 58,878	$ 57,089	$ (34,747)

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

POWER INTEGRATIONS, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands)

	Common Stock		Additional Paid-In	Accumulated Other Comprehensive	Retained	Total Stockholders'
	Shares	Amount	Capital	Income (Loss)	Earnings	Equity
BALANCE AT JANUARY 1, 2012	28,065	$ 28	$ 158,646	$ 50	$ 205,805	$ 364,529
Issuance of common stock under employee stock option and stock award plans	1,022	—	18,200	—	—	18,200
Repurchase of common stock	(676)	—	(20,467)	—	—	(20,467)
Issuance of common stock under employee stock purchase plan	125	—	3,752	—	—	3,752
Income tax benefits from employee stock plans	—	—	1,303	—	—	1,303
Stock-based compensation expense related to employee stock options and awards	—	—	13,092	—	—	13,092
Stock-based compensation expense related to employee stock purchases	—	—	1,142	—	—	1,142
Payment of dividends to stockholders	—	—	—	—	(5,755)	(5,755)
Unrealized actuarial loss on pension benefits (Note 13)	—	—	—	(560)	—	(560)
Unrealized gain on marketable securities	—	—	—	138	—	138
Foreign currency translation adjustment	—	—	—	79	—	79
Net loss	—	—	—	—	(34,404)	(34,404)
BALANCE AT DECEMBER 31, 2012	28,536	28	175,668	(293)	165,646	341,049
Issuance of common stock under employee stock option and stock award plans	1,358	2	26,267	—	—	26,269
Repurchase of common stock	—	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	128	—	3,971	—	—	3,971
Income tax benefits from employee stock plans	—	—	1,284	—	—	1,284
Stock-based compensation expense related to employee stock options and awards	—	—	15,275	—	—	15,275
Stock-based compensation expense related to employee stock purchases	—	—	1,195	—	—	1,195
Payment of dividends to stockholders	—	—	—	—	(9,446)	(9,446)
Unrealized actuarial loss on pension benefits (Note 13)	—	—	—	(220)	—	(220)
Unrealized gain on marketable securities	—	—	—	72	—	72
Foreign currency translation adjustment	—	—	—	(29)	—	(29)
Net income	—	—	—	—	57,266	57,266
BALANCE AT DECEMBER 31, 2013	30,022	30	223,660	(470)	213,466	436,686
Issuance of common stock under employee stock option and stock award plans	697	—	9,571	—	—	9,571
Repurchase of common stock	(1,603)	(1)	(80,760)	—	—	(80,761)
Issuance of common stock under employee stock purchase plan	92	—	4,284	—	—	4,284
Income tax benefits from employee stock plans	—	—	815	—	—	815
Stock-based compensation expense related to employee stock options and awards	—	—	12,983	—	—	12,983
Stock-based compensation expense related to employee stock purchases	—	—	1,385	—	—	1,385
Payment of dividends to stockholders	—	—	—	—	(13,165)	(13,165)
Unrealized actuarial loss on pension benefits (Note 13)	—	—	—	(460)	—	(460)
Unrealized loss on marketable securities	—	—	—	(127)	—	(127)
Foreign currency translation adjustment	—	—	—	(79)	—	(79)
Net income	—	—	—	—	59,544	59,544
BALANCE AT DECEMBER 31, 2014	29,208	$ 29	$ 171,938	$ (1,136)	$ 259,845	$ 430,676

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

POWER INTEGRATIONS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 31,		
	2014	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	$ 59,544	$ 57,266	$ (34,404)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	15,884	16,088	15,256
Amortization of intangibles	6,072	7,404	5,164
Charge related to SemiSouth (Note 12)	—	—	58,945
Loss (gain) on disposal of property and equipment	250	(131)	(1)
Gain on sale of asset held for sale	—	(497)	—
Stock-based compensation expense	14,282	16,485	14,224
Amortization of premium on marketable securities	1,694	789	850
Non-cash interest income from SemiSouth note	—	—	(1,445)
Deferred income taxes	157	(2,781)	2,017
Increase (reduction) in accounts receivable allowances	70	(127)	(24)
Excess tax benefit from employee stock plans	(437)	(734)	(704)
Tax benefit associated with employee stock plans	815	1,284	1,303
Change in operating assets and liabilities:			
Accounts receivable	2,133	(4,936)	5,313
Inventories	(21,703)	2,375	18,026
Prepaid expenses and other assets	8,211	(1,523)	(11,008)
Accounts payable	2,337	2,467	2,071
Taxes payable and accrued liabilities	(3,242)	1,065	(26,029)
Deferred income on sales to distributors	(505)	4,177	2,276
Net cash provided by operating activities	85,562	98,671	51,830
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	(23,071)	(13,960)	(16,358)
Proceeds from sale of property and equipment	—	36	2
Proceeds from sale of assets held for sale	—	959	—
Other assets	(1,261)	—	—
Acquisition (Note 11)	—	—	(115,720)
Payment of guarantee of SemiSouth debt (Note 12)	—	—	(15,200)
Increase in financing lease receivables	—	—	(420)
Collections of financing lease receivables and other receivables	—	433	527
Loans to third parties (Notes 11 and 12)	(6,600)	—	(18,000)
Purchases of marketable securities	(45,269)	(109,482)	—
Proceeds from sales and maturities of marketable securities	38,052	31,350	40,463
Net cash used in investing activities	(38,149)	(90,664)	(124,706)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Issuance of common stock under employee stock plans	13,855	30,239	21,952

	Year Ended December 31,		
Repurchase of common stock	(80,760)	—	(20,467)
Payments of dividends to stockholders	(13,165)	(9,446)	(5,755)
Excess tax benefit from employee stock plans	437	734	704
Net cash (used in) provided by financing activities	(79,633)	21,527	(3,566)
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(32,220)	29,534	(76,442)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	92,928	63,394	139,836
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 60,708	$ 92,928	$ 63,394
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:			
Unpaid property and equipment	$ 1,733	$ 2,862	$ 1,008
Fair value of SemiSouth purchase option (Note 12)	$ —	$ —	$ 6,216
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Cash paid (refund) for income taxes, net of refunds (Note 8)	$ (3,121)	$ (4,137)	$ 46,689

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

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. THE COMPANY:

Power Integrations, Inc. ("Power Integrations" or the "Company"), incorporated in California on March 25, 1988 and reincorporated in Delaware in December 1997, designs, develops, manufactures and markets analog and mixed-signal integrated circuits (ICs) and other electronic components and circuitry used in high-voltage power conversion. The Company's products are used in power converters that convert electricity from a high-voltage source (i.e., 48 volts or higher) to the type of power required for a specified downstream use. A large percentage of the Company's products are ICs used in AC-DC power supplies in a wide variety of end products, primarily in the consumer, communications, computer and industrial markets. The Company acquired CT-Concept Technologie AG ("Concept") in May 2012, and since then offers IGBT drivers used to operate arrays of high-voltage, high-power transistors known as IGBT modules, which are used for power conversion in high-power applications such as industrial motors, solar- and wind-power systems, electric vehicles and high-voltage DC transmission systems.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries after elimination of all intercompany transactions and balances.

Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. On an ongoing basis, the Company evaluates its estimates, including those related to revenue recognition and allowances for receivables and inventories. These estimates are based on historical facts and various other factors, which the Company believes to be reasonable at the time the estimates are made. However, as the effects of future events cannot be determined with precision, actual results could differ significantly from management's estimates.

Cash and Cash Equivalents

The Company considers cash invested in highly liquid financial instruments with maturities of three months or less at the date of purchase to be cash equivalents.

Marketable Securities

The Company generally holds securities until maturity; however, they may be sold under certain circumstances including, but not limited to, when necessary for the funding of acquisitions and other strategic investments. As a result the Company classifies its investment portfolio as available-for-sale. The Company classifies all investments with an original maturity date greater than three months as short-term marketable securities in its Consolidated Balance Sheet. As of December 31, 2014 , and December 31, 2013 , the Company's marketable securities consisted primarily of corporate bonds and other high-quality commercial securities. The weighted average interest rate of investments at December 31, 2014 and 2013, was approximately 0.76% and 0.74% , respectively.

Amortized cost and estimated fair market value of investments classified as available-for-sale at December 31, 2014 , were as follows (in thousands):

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Market Value
Investments due in 4-12 months:				
Corporate securities	$ 30,233	$ 36	$ —	$ 30,269
Total	30,233	36	—	30,269
Investments due between 12 months and 5-years:				
Corporate securities	84,259	92	(45)	84,306
Total	84,259	92	(45)	84,306
Total investment securities	$ 114,492	$ 128	$ (45)	$ 114,575

Amortized cost and estimated fair market value of investments classified as available-for-sale at December 31, 2013 , were as follows (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Market Value
Investments due in less than 3 months:				
Commercial paper	$ 3,098	$ 1	$ —	$ 3,099
Total	3,098	1	—	3,099
Investments due in 4-12 months:				
Corporate securities	6,007	33	—	6,040
Total	6,007	33	—	6,040
Investments due between 12 months and 5-years:				
Corporate securities	102,963	202	(26)	103,139
Total	102,963	202	(26)	103,139
Total investment securities	$ 112,068	$ 236	$ (26)	$ 112,278

As of December 31, 2014, and 2013, there were no individual securities that had been in a continuous loss position for 12 months or longer.

Inventories

Inventories (which consist of costs associated with the purchases of wafers from domestic and offshore foundries and of packaged components from offshore assembly manufacturers, as well as internal labor and overhead associated with the testing of both wafers and packaged components) are stated at the lower of cost (first-in, first-out) or market. Provisions, when required, are made to reduce excess and obsolete inventories to their estimated net realizable values. Inventories consist of the following (in thousands):

	December 31, 2014	December 31, 2013
Raw materials	$ 21,127	$ 8,221
Work-in-process	14,643	13,216
Finished goods	28,255	20,798
Total	$ 64,025	$ 42,235

Additional Components of the Company's Consolidated Balance Sheet

Accounts Receivable (in thousands):

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	December 31, 2014	December 31, 2013
Accounts receivable trade	$ 38,344	$ 42,410
Accrued ship and debit and rebate claims	(27,967)	(29,901)
Allowance for doubtful accounts	(191)	(120)
Total	$ 10,186	$ 12,389

Prepaid Expenses and Other Current Assets (in thousands):

	December 31, 2014	December 31, 2013
Prepaid legal fees	$ 1,506	$ 6,267
Loan to Cambridge Semiconductor (Note 11)	6,600	—
Advance to suppliers	800	757
Prepaid income tax	3,208	7,521
Prepaid maintenance agreements	1,023	947
Interest receivable	664	519
Other	2,578	2,621
Total	$ 16,379	$ 18,632

Property and Equipment

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

	December 31, 2014	December 31, 2013
Land	$ 16,754	$ 16,754
Construction-in-progress	8,068	8,003
Building and improvements	44,794	43,641
Machinery and equipment	124,138	111,314
Computer software and hardware and office furniture and fixtures	37,867	34,327
	231,621	214,039
Accumulated depreciation	(135,798)	(123,898)
Total	$ 95,823	$ 90,141

Depreciation expense for property and equipment for fiscal years ended December 31, 2014 , 2013 and 2012 , was approximately $15.9 million , $16.1 million and $15.3 million , respectively, and was determined using the straight-line method over the following useful lives:

Building and improvements	4-40 years
Machinery and equipment	2-8 years
Computer software and hardware and office furniture and fixtures	4-5 years

Total property and equipment located in the United States at December 31, 2014 , 2013 and 2012 , was approximately $140 million , $134 million and $126 million , respectively. In 2014 13% of total property and equipment was held in Thailand

by one of the Company's sub-contractors. In 2013 and 2012 , no more than 10% of total property and equipment was held in any foreign country.

Accumulated Other Comprehensive Income

Changes in accumulated other comprehensive income (loss) for three years ended December 31, 2014 (in thousands):

	Unrealized Gains and Losses on Available-for-Sale Securities	Defined Benefit Pension Items	Foreign Currency Items	Total
Balance at January 1, 2012	$ —	$ —	$ 50	$ 50
Other comprehensive income (loss) before reclassifications	138	(560)	79	(343)
Amounts reclassified from accumulated other comprehensive income (loss)	—	—	—	—
Other comprehensive income (loss)	138	(560)	79	(343)
Balance at December 31, 2012	138	(560)	129	(293)
Other comprehensive income (loss) before reclassifications	72	(277)	(29)	(234)
Amounts reclassified from accumulated other comprehensive income (loss)	—	57 (1)	—	57
Other comprehensive income (loss)	72	(220)	(29)	(177)
Balance at December 31, 2013	210	(780)	100	(470)
Other comprehensive income (loss) before reclassifications	(127)	(538)	(79)	(744)
Amounts reclassified from accumulated other comprehensive income (loss)	—	78 (1)	—	78
Other comprehensive income (loss)	(127)	(460)	(79)	(666)
Balance at December 31, 2014	$ 83	$ (1,240)	$ 21	$ (1,136)

(1) This component of accumulated other comprehensive income is included in the computation of net periodic pension cost for the years ended December 31, 2014 and December 31, 2013 .

Business Combinations

The purchase price of an acquisition is allocated to the underlying assets acquired and liabilities assumed based upon their estimated fair values at the date of acquisition. To the extent the purchase price exceeds the fair value of the net identifiable tangible and intangible assets acquired and liabilities assumed, such excess is allocated to goodwill. The Company determines the estimated fair values after review and consideration of relevant information, including discounted cash flows, quoted market prices and estimates made by management. The Company adjusts the preliminary purchase price allocation, as necessary, during the measurement period of up to one year after the acquisition closing date as it obtains more information as to facts and circumstances existing at the acquisition date impacting asset valuations and liabilities assumed. Acquisition-related costs are recognized separately from the acquisition and are expensed as incurred.

Goodwill and Intangible Assets

Goodwill and the Company's domain name are evaluated in accordance with Accounting Standards Codification, or ASC, 350-10, *Goodwill and Other Intangible Assets,* and an impairment analysis is conducted on an annual basis, or sooner if indicators exist for a potential impairment.

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

In accordance with ASC 360-10, *Accounting for the Impairment or Disposal of Long-Lived Assets* , long-lived assets, such as property and equipment and intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset.

Employee Benefits Plan

The Company sponsors a 401(k) tax-deferred savings plan for all employees in the United States who meet certain eligibility requirements. Participants may contribute up to the amount allowable as a deduction for federal income tax purposes. The Company is not required to contribute; however, from time-to-time the Company will contribute a certain percentage of employee annual salaries on a discretionary basis, not to exceed an established threshold. In 2014 and 2013 the Company provided for a contribution of approximately $1.1 million and $1.1 million , respectively. No employee 401(k) contribution was provided for in 2012 .

Retirement Benefit Obligations (Pension)

The Company recognizes the overfunded or underfunded status of a defined benefit pension or postretirement plan as an asset or liability in the accompanying consolidated balance sheets. Actuarial gains and losses are recorded in accumulated other comprehensive income (loss), a component of stockholders' equity, and are amortized as a component of net periodic cost over the remaining estimated service period of participants.

Revenue Recognition

Product revenues consist of sales to original equipment manufacturers ("OEMs"), merchant power supply manufacturers and distributors. Approximately 75% of the Company's net product sales were made to distributors in 2014 . The Company applies the provisions of Accounting Standard Codification ("ASC") 605-10 ("ASC 605-10") and all related appropriate guidance. Revenue is recognized when all of the following criteria have been met: (1) persuasive evidence of an arrangement exists, (2) delivery has occurred, (3) the price is fixed or determinable, and (4) collectability is reasonably assured. Customer purchase orders are generally used to determine the existence of an arrangement. Delivery is considered to have occurred when title and risk of loss have transferred to the Company's customer. The Company evaluates whether the price is fixed or determinable based on the payment terms associated with the transaction and whether the sales price is subject to refund or adjustment. With respect to collectability, the Company performs credit checks for new customers and performs ongoing evaluations of its existing customers' financial condition and requires letters of credit whenever deemed necessary.

Sales to international OEMs and merchant power supply manufacturers for shipments from the Company's facility outside of the United States are pursuant to "EX Works" ("EXW") shipping terms, meaning that title to the product transfers to the customer upon shipment from the Company's foreign warehouse. Sales to international OEM customers and merchant power supply manufacturers that are shipped from the Company's facility in California are pursuant to "delivered at frontier" ("DAF") shipping terms. As such, title to the product passes to the customer when the shipment reaches the destination country and revenue is recognized upon the arrival of the product in that country. Shipments to OEMs and merchant power supply manufacturers in the Americas are pursuant to "free on board" ("FOB") point of origin shipping terms meaning that title is passed to the customer upon shipment. Revenue is recognized upon title transfer for sales to OEMs and merchant power supply manufacturers, assuming all other criteria for revenue recognition are met.

Sales to most of the Company's distributors are made under terms allowing certain price adjustments and rights of return on the Company's products held by its distributors. As a result of these rights, the Company defers the recognition of revenue and the costs of revenues derived from these sales until the Company's distributors report that they have sold the Company's products to their customers. The Company's recognition of such distributor revenue is based on point of sale reports received from the distributors, at which time the price is no longer subject to adjustment and is fixed, and the products are no longer subject to return to the Company except pursuant to warranty terms. The gross profit that is deferred as a result of this policy is reflected as "deferred income on sales to distributors" in the accompanying consolidated balance sheets. The total deferred revenue as of December 31, 2014 , and December 31, 2013 , was approximately $25.0 million and $25.5 million ,

respectively. The total deferred cost as of December 31, 2014 , and December 31, 2013 , was approximately $9.8 million and $9.8 million , respectively.

Frequently, distributors need to sell at a price lower than the standard distribution price in order to win business. At or soon after the distributor invoices its customer, the distributor submits a “ship and debit” price adjustment claim to the Company to adjust the distributor's cost from the standard price to the pre-approved lower price. After verification by the Company, a credit memo is issued to the distributor for the ship and debit claim. The Company maintains a reserve for unprocessed claims and future ship and debit price adjustments. The reserves appear as a reduction to accounts receivable and deferred income on sales to distributors in the Company's accompanying consolidated balance sheets. To the extent future ship and debit claims significantly exceed amounts estimated, there could be a material impact on the deferred revenue and deferred margin ultimately recognized. To evaluate the adequacy of its reserves, the Company analyzes historical ship and debit payments and levels of inventory in the distributor channels.

Sales to certain distributors of the Company are made under terms that do not include rights of return or price concessions after the product is shipped to the distributor. Accordingly, product revenue is recognized upon shipment and title transfer assuming all other revenue recognition criteria are met.

Foreign Currency Risk and Foreign Currency Translation

As of December 31, 2014 , the Company's primary transactional currency was in U.S. dollars; in addition, the Company holds cash in Swiss francs and Euros as a result of its acquisition of Concept. The Company completed the acquisition of Concept, which is located in Biel, Switzerland, in the second quarter of 2012. Included in the assets acquired was cash denominated in Swiss francs and Euros, which will be used to fund operations of the Company's Swiss subsidiary. The functional currency of the Company's Swiss subsidiary is the U.S. dollar.

Gains and losses arising from the remeasurement of non-functional currency balances are recorded in "other income (expense)" in the accompanying consolidated statements of income (loss). For the years ended December 31, 2014 , 2013 and 2012 the Company realized foreign exchange transaction gains (losses) of $0.1 million , $(0.1) million and $(0.6) million , respectively.

The functional currencies of the Company's other subsidiaries are the local currencies. Accordingly, all assets and liabilities are translated into U.S. dollars at the current exchange rates as of the applicable balance sheet date. Revenues and expenses are translated at the average exchange rate prevailing during the period. Cumulative gains and losses from the translation of the foreign subsidiaries' financial statements have been included in stockholders' equity.

Warranty

The Company generally warrants that its products will substantially conform to the published specifications for 12 months from the date of shipment. The Company's liability is limited to either a credit equal to the purchase price or replacement of the defective part. Returns under warranty have historically been immaterial, and as a result, the Company does not record a specific warranty reserve.

Advertising

Advertising costs are expensed as incurred. Advertising costs amounted to $1.5 million , $1.4 million , and $1.1 million , in 2014 , 2013 and 2012 , respectively.

Research and Development

Research and development costs are expensed as incurred.

Income Taxes

Income tax expense is an estimate of current income taxes payable or refundable in the current fiscal year based on reported income before income taxes. Deferred income taxes reflect the effect of temporary differences and carry-forwards that are recognized for financial reporting and income tax purposes.

The Company accounts for income taxes under the provisions of ASC 740. Under the provisions of ASC 740, deferred tax assets and liabilities are recognized based on the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, utilizing the tax rates that are expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The Company recognizes valuation allowances to reduce any deferred tax assets to the amount that it estimates will more likely than not be realized based on available evidence and management's judgment. The Company limits the deferred tax assets recognized related to certain officers' compensation to amounts that it estimates will be deductible in future periods based upon Internal Revenue Code Section 162(m). In the event that the Company determines, based on available evidence and management judgment, that all or part of the net deferred tax assets will not be realized in the future, it would record a valuation allowance in the period the determination is made. In addition, the calculation of tax liabilities involves significant judgment in estimating the impact of uncertainties in the application of complex tax laws. Resolution of these uncertainties in a manner inconsistent with the Company's expectations could have a material impact on the Company's results of operations and financial position.

The Company engages in qualifying activities for R&D credit purposes. The Tax Increase Prevention Act of 2014 was signed into law on December 19, 2014, to extend the federal research and development credit for 2014.

During 2014, the Company settled with the IRS and closed out the examination of its income tax returns for the years 2007 through 2009. The resolution of the audit resulted in a federal tax benefit to the Company of $2.8 million ; the Company also recorded a state tax benefit of approximately $0.5 million . The agreement with IRS also allowed the Company to repatriate $5.0 million from its foreign subsidiary without incurring additional U.S. income taxes.

Common Stock Repurchases and Common Stock Dividend

In October 2012, the Company's board of directors authorized the use of $50.0 million for the repurchase of its common stock, with repurchases to be executed according to certain pre-defined price/volume guidelines set by the board of directors. As of December 31, 2012, the Company purchased 0.7 million shares for approximately $20.5 million . No shares were purchased during the twelve months ended December 31, 2013, as the stock price levels exceeded the pre-defined price guidelines mentioned above. In 2014 the Company's board of directors authorized the use of an additional $75.0 million for this purpose. In the twelve months ended December 31, 2014 , the Company purchased 1.6 million shares for $80.8 million . As of December 31, 2014 , the Company had $23.7 million available for future stock repurchases. Authorization of future stock repurchase programs is at the discretion of the board of directors and will depend on the Company's financial condition, results of operations, capital requirements, business conditions as well as other factors.

In January 2012, the Company's board of directors declared four quarterly cash dividends in the amount of $0.05 per share to be paid to stockholders of record at the end of each quarter in 2012. The quarterly dividend payments were each in the aggregate amount of approximately $1.4 million to stockholders of record. In January 2013, the Company's board of directors declared four quarterly cash dividends in the amount of $0.08 per share paid to stockholders of record at the end of each quarter in 2013. Payouts of approximately $2.3 million each were paid on March 29, 2013, and June 28, 2013, and approximately $2.4 million was paid on September 30, 2013, and December 31, 2013, respectively.

In October 2013, the Company's board of directors declared four quarterly cash dividends in the amount of $0.10 per share to be paid to stockholders of record at the end of each quarter in 2014. Dividend payouts totaling approximately $3.0 million each were paid on March 31, 2014, and June 30, 2014. In April 2014, the Company's board of directors increased the quarterly dividends for the third and fourth quarters of 2014 to $0.12 per share. Dividend payouts totaling approximately $3.6 million and $3.5 million were paid on September 30, 2014, and December 31, 2014, respectively.

In January 2015, the Company's board of directors extended the $0.12 quarterly dividend through each quarter in 2015. The declaration of any future cash dividend is at the discretion of the board of directors and will depend on the

Company's financial condition, results of operations, capital requirements, business conditions and other factors, as well as a determination that cash dividends are in the best interest of the Company's stockholders.

Indemnifications

The Company sells products to its distributors under contracts, collectively referred to as Distributor Sales Agreements (“DSA”). Each DSA contains the relevant terms of the contractual arrangement with the distributor, and generally includes certain provisions for indemnifying the distributor against losses, expenses, and liabilities from damages that may be awarded against the distributor in the event the Company's products are found to infringe upon a patent, copyright, trademark, or other proprietary right of a third party (“Customer Indemnification”). The DSA generally limits the scope of and remedies for the Customer Indemnification obligations in a variety of industry-standard respects, including, but not limited to, limitations based on time and geography, and a right to replace an infringing product. The Company also, from time to time, has granted a specific indemnification right to individual customers.

The Company believes its internal development processes and other policies and practices limit its exposure related to such indemnifications. In addition, the Company requires its employees to sign a proprietary information and inventions agreement, which assigns the rights to its employees' development work to the Company. To date, the Company has not had to reimburse any of its distributors or customers for any losses related to these indemnifications and no material claims were outstanding as of December 31, 2014 . For several reasons, including the lack of prior indemnification claims and the lack of a monetary liability limit for certain infringement cases, the Company cannot determine the maximum amount of potential future payments, if any, related to such indemnifications.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") amended the existing accounting standards for revenue recognition, ASU 2014-09, *Revenue from Contracts with Customers* . The amendments are based on the principle that revenue should be recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Company is required to adopt the amendments in the first quarter of 2017. Early adoption is not permitted. The amendments may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial application. The Company is currently evaluating the impact of these amendments and the transition alternatives on its consolidated financial statements.

3. STOCK PLANS AND SHARE BASED COMPENSATION:

Stock Plans

As of December 31, 2014 , the Company had two stock-based compensation plans (the “Plans”) which are described below.

2007 Equity Incentive Plan

The 2007 Equity Incentive Plan (the "2007 Plan") was adopted by the board of directors on September 10, 2007 and approved by the stockholders on November 7, 2007 as an amendment and restatement of the 1997 Stock Option Plan (the "1997 Plan"). The 2007 Plan provides for the grant of incentive stock options, nonstatutory stock options, restricted stock awards, restricted stock unit awards ("RSUs"), stock appreciation rights, performance stock unit awards ("PSU") and other stock awards to employees, directors and consultants. As of December 31, 2014 , the maximum remaining number of shares that may be issued under the 2007 Plan was 6.5 million shares, which includes options issued but not exercised and awards granted but unvested and shares remaining available for issuance under the 1997 Plan, including shares subject to outstanding options and stock awards under the 1997 Plan. Pursuant to the 2007 Plan, the exercise price for incentive stock options and nonstatutory stock options is generally at least 100% of the fair market value of the underlying shares on the date of grant. Options generally vest over 48 months measured from the date of grant. Options generally expire no later than ten years after the date of grant, subject to earlier termination upon an optionee's cessation of employment or service.

Beginning January 27, 2009, grants pursuant to the Directors Equity Compensation Program (which was adopted by the board of directors on January 27, 2009) to non-employee directors have been made primarily under the 2007 Plan. The Directors Equity Compensation Program, provides for grants to outside directors as follows: effective annually, upon the first trading day of July, each outside director would receive a grant of an equity award with an aggregate value of $100,000 . At each outside director's election, such award would consist entirely of RSUs or entirely of stock options. The quantity of options would be calculated by dividing $100,000 by the Black-Scholes value on the date of grant. The quantity of RSUs issued would be calculated by dividing $100,000 by the grant date fair value. Further, on the date of election of a new outside director, such new director would receive such grant as continuing outside directors receive on the first trading day of July; provided, however, that such grant is prorated for the portion of the year that such new outside director will serve until the next first trading day of July. The Directors Equity Compensation Program will remain in effect at the discretion of the board of directors or the compensation committee.

On July 28, 2009, the 2007 Plan was amended generally to prohibit outstanding options or stock appreciation rights from being canceled in exchange for cash without stockholder approval.

1997 Employee Stock Purchase Plan

Under the 1997 Employee Stock Purchase Plan (the "Purchase Plan"), eligible employees may apply accumulated payroll deductions, which may not exceed 15% of an employee's compensation, to the purchase of shares of the Company's common stock at periodic intervals. The purchase price of stock under the Purchase Plan is equal to 85% of the lower of (i) the fair market value of the Company's common stock on the first day of each offering period, or (ii) the fair market value of the Company's common stock on the purchase date (as defined in the Purchase Plan). Each offering period consists of one purchase period of approximately six months duration. An aggregate of 3.0 million shares of common stock were reserved for issuance to employees under the Purchase Plan. As of December 31, 2014 , of the shares reserved for issuance, 2.7 million shares had been purchased and 0.3 million shares were reserved for future issuance under the Purchase Plan.

Stock-Based Compensation

The Company applies the provisions of ASC 718-10. Under the provisions of ASC 718-10, the Company recognizes the fair value of stock-based compensation in financial statements over the requisite service period of the individual grants, which generally equals a four -year vesting period. The Company uses estimates of volatility, expected term, risk-free interest rate, dividend yield and forfeitures in determining the fair value of these awards and the amount of compensation expense to recognize. The Company uses the straight-line method to amortize all stock awards granted over the requisite service period of the award.

Determining Fair Value of Stock Options

The Company uses the Black-Scholes valuation model for valuing stock option grants using the following assumptions and estimates:

Expected Volatility . The Company calculates expected volatility based on the historical price volatility of the Company's stock.

Expected Term . The Company utilizes a model which uses historical exercise, cancellation and outstanding option data to calculate the expected term of stock option grants.

Risk-Free Interest Rate . The Company bases the risk-free interest rate used in the Black-Scholes valuation model on the implied yield available on a U.S. Treasury note with a term approximately equal to the expected term of the underlying grants.

Dividend Yield. The dividend yield was calculated by dividing the annual dividend by the average closing price of the Company's common stock on a quarterly basis.

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Estimated Forfeitures. The Company uses historical data to estimate pre-vesting forfeitures, and records share-based compensation expense only for those awards that are expected to vest.

The following table summarizes the stock-based compensation expense recognized in accordance with ASC 718-10 for the twelve months ended December 31, 2014 , 2013 and 2012 (in thousands).

	Year Ended December 31,		
	2014	**2013**	**2012**
Cost of revenues	$ 879	$ 1,074	$ 1,058
Research and development	4,784	5,746	5,503
Sales and marketing	3,540	3,642	3,317
General and administrative	5,079	6,023	4,346
Total stock-based compensation expense	$ 14,282	$ 16,485	$ 14,224

The following table summarizes total compensation expense related to unvested awards not yet recognized, net of expected forfeitures, and the weighted average period over which it is expected to be recognized as of December 31, 2014 .

	December 31, 2014	
	Unrecognized Compensation Expense for Unvested Awards	**Weighted Average Remaining Recognition Period**
	(In thousands)	(In years)
Options	$ 786	1.1
Long-term performance-based awards	1,255	2.0
Restricted stock units	20,285	2.3
Purchase plan	144	0.5
Total unrecognized compensation expense	$ 22,470	

Stock compensation expense in the twelve months ended December 31, 2014 , was approximately $14.3 million (comprising approximately $1.2 million related to stock options, $0.5 million related to long-term performance-based awards, $11.3 million related to restricted stock units and $1.3 million related to the Company's Purchase Plan).

Stock compensation expense in the twelve months ended December 31, 2013 , was approximately $16.5 million (comprising approximately $2.3 million related to stock options, $3.2 million related to performance-based awards, $9.8 million related to restricted stock units and $1.2 million related to the Company's Purchase Plan).

Stock compensation expense in the twelve months ended December 31, 2012 , was approximately $14.2 million (comprising approximately $4.0 million related to stock options, $2.1 million related to performance-based awards, $7.0 million related to restricted stock units and $1.1 million related to the Company's Purchase Plan).

The fair value of stock options granted is established on the date of the grant using the Black-Scholes option-pricing model with the following weighted-average assumptions used during the three years ended December 31, 2014 , 2013 and 2012 :

	2014*	**2013***	**2012**
Risk-free interest rates	—%	—%	0.87% - 1.01%
Expected volatility rates	—%	—%	45%
Expected dividend yield	—%	—%	0.51% - 0.57%
Expected term of stock options (in years)	0.0	0.0	6.4
Weighted-average grant date fair value of options granted	$0.00	$0.00	$18.20

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

*The Company did not grant stock options in the years ended December 31, 2014 and 2013, and therefore no fair-value assumptions were reported for those periods.

The fair value of employees' stock purchase rights under the Purchase Plan was estimated using the Black-Scholes model with the following weighted-average assumptions used during the three years ended December 31, 2014 , 2013 and 2012 :

	2014	2013	2012
Risk-free interest rates	0.05% - 0.07%	0.08% - 0.11%	0.09% - 0.14%
Expected volatility rates	30% - 48%	33% - 37%	34% - 48%
Expected dividend yield	0.66% - 0.85%	0.62% - 0.80%	0.54% - 0.57%
Expected term of purchase right (years)	0.5	0.5	0.5
Weighted-average estimated fair value of purchase rights	$14.40	$11.01	$9.40

A summary of stock option activity under the Plans, excluding performance-based shares and restricted stock units, as of December 31, 2014 , and changes during three years then ended, is presented below:

	Shares (in thousands)	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2012	3,557	$ 24.01		
Granted	135	$ 42.66		
Exercised	(870)	$ 20.48		
Forfeited or expired	(5)	$ 21.10		
Outstanding at December 31, 2012	2,817	$ 26.00		
Granted	—	$ —		
Exercised	(1,108)	$ 23.72		
Forfeited or expired	(18)	$ 39.70		
Outstanding at December 31, 2013	1,691	$ 27.34		
Granted	—	$ —		
Exercised	(347)	$ 27.64		
Forfeited or expired	—	$ —		
Outstanding at December 31, 2014	1,344	$ 27.27	3.56	$ 32,905
Exercisable at December 31, 2014	1,292	$ 26.69	3.42	$ 32,366
Vested and expected to vest at December 31, 2014	1,343	$ 27.25	3.56	$ 32,889

The total intrinsic value of options exercised during the twelve months ended December 31, 2014 , 2013 and 2012 , was $9.9 million , $26.5 million and $14.5 million , respectively.

The following table summarizes the stock options outstanding at December 31, 2014 :

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Options Outstanding			Options Vested and Exercisable	
Exercise Price	Number Outstanding (in thousands)	Weighted Average Remaining Contractual Term (in years)	Weighted Average Exercise Price	Number Vested (in thousands)	Weighted Average Exercise Price
$17.18 - $21.00	124	3.08	$19.08	124	$19.08
$21.14 - $21.14	268	4.31	$21.14	268	$21.14
$22.18 - $24.21	93	2.45	$23.68	93	$23.68
$25.25 - $25.25	243	2.62	$25.25	243	$25.25
$25.48 - $26.49	40	2.02	$25.73	40	$25.73
$26.75 - $26.75	212	1.10	$26.75	212	$26.75
$26.86 - $36.95	150	4.85	$33.10	140	$32.89
$37.96 - $38.07	85	5.29	$38.06	85	$38.06
$39.49 - $39.49	48	6.50	$39.49	48	$39.49
$42.88 - $42.88	81	7.20	$42.88	39	$42.88
$17.18 - $42.88	1,344	3.56	$27.27	1,292	$26.69

Performance-based Awards

Under the performance-based awards program, the Company grants awards in the first half of the performance year in an amount equal to twice the target number of shares to be issued if the target performance metrics are met. The number of shares that are released at the end of the performance year can range from zero to 200% of the targeted number depending on the Company's performance. The performance metrics of this program are annual targets consisting of net revenue, non-GAAP operating earnings and strategic goals. Each performance-based award share granted from the 2007 Plan will reduce the number of shares available for issuance under the 2007 Plan by 2.0 shares.

During the twelve months ended December 31, 2014 , the Company issued approximately 83,000 performance-based awards to employees and executives. As the net revenue and non-GAAP operating income are considered performance conditions, expense associated with these awards, net of estimated forfeitures is recognized over the service period based on an assessment of the achievement of the performance targets. The fair value of these performance-based awards is determined using the fair value of the Company's common stock on the date of the grant, reduced by the discounted present value of dividends expected to be declared before the awards vest. If the performance conditions are not achieved, no compensation cost is recognized and any previously recognized compensation is reversed. The Company's net revenue and non-GAAP operating income performance targets were not met in 2014, and therefore the 2014 performance-based awards were canceled, and no related expense was recognized in the twelve months ended December 31, 2014.

A portion of the 2013 performance-based awards issued to employees and executives vested in the first quarter of 2014. In January 2014, it was determined that approximately 83,000 shares of the approximately 102,000 performance-based awards granted in 2013 vested in aggregate under the revenue, non-GAAP operating income and strategic goals performance conditions for such awards. Accordingly, 83,000 performance-based awards were released to the Company's employees and executives in the first quarter of 2014.

A summary of performance-based awards outstanding as of December 31, 2014 , and activity during the three years then ended, is presented below:

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Shares (in thousands)	Weighted-Average Grant Date Fair Value Per Share	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2012	—	$ —		
Granted	102	$ 37.60		
Vested	—	$ —		
Forfeited or canceled	—	$ —		
Outstanding at December 31, 2012	102	$ 37.60		
Granted	102	$ 38.68		
Vested	(54)	$ 37.60		
Change in units due to performance achievement for PSUs not earned	(48)	$ 37.60		
Forfeited or canceled	(2)	$ 41.79		
Outstanding at December 31, 2013	100	$ 38.48		
Granted	83	$ 53.93		
Vested	(83)	$ 38.48		
Change in units due to performance achievement for PSUs not earned	(17)	$ 38.48		
Forfeited or canceled	(83)	$ 53.93		
Outstanding at December 31, 2014	—	$ —	0	$ —
Outstanding and expected to vest at December 31, 2014	—		0	$ —

The weighted-average grant-date fair value per share of performance-based awards granted in the years ended December 31, 2014 , 2013 and 2012 , was approximately $53.93 , $38.68 and $37.60 , respectively. The grant date fair value of awards released, which were fully vested, in the years ended December 31, 2014 and 2013 , was approximately $3.2 million and $2.0 million , respectively. There were no performance-based awards released in year ended December 31, 2012.

Long-Term Performance-based Units ("PRSUs")

In the first quarter of 2014 the Company began granting long-term performance-based awards. The Company's PRSU program provides for the issuance of PRSUs which will vest based on Company performance measured against the 2014 PRSU Plan's established 2016 revenue target. The PRSUs were granted in an amount equal to twice the target number of shares to be issued if the target performance metric is met. The actual number of shares the recipient receives is determined at the end of a three -year performance period based on results achieved versus the Company's performance goal, and may range from zero to 200% of the targeted number. The performance goal for PRSUs granted in fiscal 2014 was based on the Company's adjusted annual revenue growth. Each long-term performance-based award granted from the 2007 Plan will reduce the number of shares available for issuance under the 2007 Plan by 2 shares.

Recipients of a PRSU award generally must remain employed by the Company on a continuous basis through the end of the applicable three -year performance period in order to receive shares subject to that award. Expenses associated with these awards, net of estimated forfeitures, are recorded throughout the year depending on the number of shares expected to vest based on progress toward the performance target. The cost of long-term performance-based awards is determined using the fair value of the Company's common stock on the grant date, reduced by the discounted present value of dividends expected to be declared before the awards vest. If the performance conditions are not achieved, no compensation cost is recognized and any previously recognized compensation is reversed.

A summary of long-term performance-based awards outstanding as of December 31, 2014 , and activity during the year then ended, is presented below:

	Shares (in thousands)	Weighted-Average Grant Date Fair Value Per Share	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at December 31, 2013	—	$ —		
Granted	61	$ 55.51		
Vested	—	$ —		
Forfeited or canceled	—	$ —		
Outstanding at December 31, 2014	61	$ 55.51	2.0	$ 3,161
Outstanding and expected to vest at December 31, 2014	37		2.0	$ 1,928

Restricted Stock Units (RSUs)

The Company grants restricted stock units to employees under the 2007 Plan. RSUs granted to employees typically vest ratably over a four -year period, and are converted into shares of the Company's common stock upon vesting on a one-for-one basis subject to the employee's continued service to the Company over that period. The fair value of RSUs is determined using the fair value of the Company's common stock on the date of the grant, reduced by the discounted present value of dividends expected to be declared before the awards vest. Compensation expense is recognized on a straight-line basis over the requisite service period of each grant adjusted for estimated forfeitures. Each RSU award granted from the 2007 plan will reduce the number of shares available for issuance under the 2007 Plan by 2 shares.

A summary of RSUs outstanding as of December 31, 2014 , and activity during the three years then ended, is as follows:

	Shares (in thousands)	Weighted-Average Grant Date Fair Value Per Share	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2012	458	$ 36.08		
Granted	293	$ 41.06		
Vested	(152)	$ 36.48		
Forfeited	(26)	$ 36.92		
Outstanding at December 31, 2012	573	$ 38.21		
Granted	386	$ 39.09		
Vested	(195)	$ 37.92		
Forfeited	(50)	$ 39.50		
Outstanding at December 31, 2013	714	$ 38.97		
Granted	281	$ 51.12		
Vested	(267)	$ 38.57		
Forfeited	(36)	$ 42.74		
Outstanding at December 31, 2014	692	$ 43.86	1.28	$ 35,821
Outstanding and expected to vest at December 31, 2014	645		1.22	$ 33,364

The weighted-average grant-date fair value per share of RSUs awarded in the years ended December 31, 2014 , 2013 and 2012 , was approximately $51.12 , $39.09 and $41.06 , respectively. The grant date fair value of awards vested in the years ended December 31, 2014 , 2013 and 2012 , was approximately $10.3 million , $7.4 million and $5.5 million , respectively.

Shares Reserved

As of December 31, 2014 , the Company had approximately 3.3 million shares of common stock reserved for future issuance under stock option and stock purchase plans.

4. FAIR VALUE MEASUREMENTS:

ASC 820-10, *Fair Value Measurements* , clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, ASC 820-10 establishes a three-tier value hierarchy, which prioritizes the inputs used in measuring fair value as follows: (Level 1) observable inputs such as quoted prices for identical assets in active markets; (Level 2) inputs other than the quoted prices in active markets that are observable either directly or indirectly; and (Level 3) unobservable inputs in which there is little or no market data, which requires the Company to develop its own assumptions. This hierarchy requires the Company to use observable market data, when available, and to minimize the use of unobservable inputs when determining fair value.

The Company's cash and investment instruments are classified within Level 1 or Level 2 of the fair-value hierarchy because they are valued using quoted market prices, broker or dealer quotations, or alternative pricing sources with reasonable levels of price transparency. The type of instrument valued based on quoted market prices in active markets primarily includes money market securities. This type of instrument is generally classified within Level 1 of the fair-value hierarchy. The types of instruments valued based on other observable inputs (Level 2 of the fair-value hierarchy) include investment-grade corporate bonds and government, state, municipal and provincial obligations. Such types of investments are valued by using a multi-dimensional relational model, the inputs are primarily benchmark yields, reported trades, broker/dealer quotes, issuer spreads, two-sided markets, benchmark securities, bids, offers, and reference data including market research publications.

The Company principally holds securities until maturity; however, they may be sold under certain circumstances, including, but not limited to, the funding of acquisitions and other strategic investments. Accordingly, the Company classified its investment portfolio as available-for-sale as of December 31, 2014 and December 31, 2013 .

The fair value hierarchy of the Company's short-term marketable securities at December 31, 2014 , and December 31, 2013 , was as follows (in thousands):

	Fair Value Measurement at December 31, 2014		
Description	**December 31, 2014**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**
Money market funds	$ 3,370	$ 3,370	$ —
Corporate securities	114,575	—	114,575
Total	$ 117,945	$ 3,370	$ 114,575

	Fair Value Measurement at December 31, 2013		
Description	**December 31, 2013**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**
Commercial paper	$ 3,099	$ —	$ 3,099
Money market funds	17,492	17,492	—
Corporate securities	109,179	—	109,179
Total	$ 129,770	$ 17,492	$ 112,278

The Company did not transfer any investments between level 1 and level 2 of the fair value hierarchy in the twelve months ended December 31, 2014 , and December 31, 2013 .

5. GOODWILL AND INTANGIBLE ASSETS:

There were no changes in the carrying amount of goodwill during the twelve months ended December 31, 2014 , and December 31, 2013 .

Intangible assets consist primarily of developed technology, acquired licenses, customer relationships, trade name, domain name, in-process research and development and patent rights, and are reported net of accumulated amortization. The Company amortizes the cost of all intangible assets over the shorter of the estimated useful life or the term of the developed technology, acquired licenses, customer relationships, trade name and patent rights, which range from two to 12 years , with the exception of $4.7 million of in-process research and development and $1.3 million to acquire an internet domain name. In-process research and development is assessed for impairment until the development is completed and products are available for sale, at which time the Company will begin to amortize the in-process research and development. The Company does not expect the amortization of in-process research and development to begin in 2015. The Company acquired the rights to the internet domain name *www.power.com* , which is now the Company's primary domain name; the cost to acquire the domain name has been recorded as an intangible asset and will not be amortized as it has an indefinite useful life. Amortization for acquired intangible assets was approximately $6.1 million , $7.4 million and $5.2 million in the years ended December 31, 2014 , 2013 and 2012 , respectively. The Company does not believe there is any significant residual value associated with the following intangible assets:

	December 31, 2014			December 31, 2013		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
	(in thousands)					
Domain name	$ 1,261	$ —	$ 1,261	$ —	$ —	$ —
In-process research and development	4,690	—	4,690	4,690	—	4,690
Technology licenses	3,000	(2,625)	375	3,000	(2,325)	675
Patent rights	1,949	(1,949)	—	1,949	(1,949)	—
Developed technology	26,670	(7,828)	18,842	26,670	(5,247)	21,423
Customer relationships	17,610	(7,254)	10,356	17,610	(4,664)	12,946
Trade name	3,600	(3,600)	—	3,600	(3,000)	600
Total intangible assets	$ 58,780	$ (23,256)	$ 35,524	$ 57,519	$ (17,185)	$ 40,334

The estimated future amortization expense related to definite-lived intangible assets at December 31, 2014 , is as follows:

Fiscal Year	Estimated Amortization (in thousands)
2015	$ 5,009
2016	4,394
2017	3,994
2018	3,746
2019	3,424
Thereafter	9,006
Total (1)	$ 29,573

(1) The total above excludes $4.7 million of in-process research and development which will be amortized upon completion of development over the estimated useful life of the technology.

6. SIGNIFICANT CUSTOMERS AND INTERNATIONAL SALES:

Segment Reporting

The Company is organized and operates as one reportable segment, the design, development, manufacture and marketing of analog and mixed-signal ICs and other electronic components and circuitry used in high-voltage power conversion. The Company's chief operating decision maker, the chief executive officer, reviews financial information presented on a consolidated basis for purposes of making operating decisions and assessing financial performance.

Product Sales

Net revenues consist primarily of sales of the Company's high-voltage integrated-circuit products, IGBT drivers and high-voltage silicon diodes. When evaluating the Company's net revenues, the Company categorizes its sales into the following four major end markets served; communications, computer, consumer and industrial electronics. The table below provides the percentage of net sales activity by end markets served on a comparative basis for all periods:

	Year Ended December 31,		
End Market	**2014**	**2013**	**2012**
Communications	18%	21%	24%
Computer	10%	10%	12%
Consumer	37%	35%	36%
Industrial electronics	35%	34%	28%

Customer Concentration

Ten customers accounted for approximately 59% , 59% and 64% of net revenues for the years ended December 31, 2014 , 2013 and 2012 , respectively. A significant portion of these revenues are attributable to sales of the Company’s products to distributors of electronic components. These distributors sell the Company’s products to a broad, diverse range of end users, including OEMs and merchant power supply manufacturers.

The following customers each accounted for 10% or more of total net revenues:

	Year Ended December 31,		
Customer	**2014**	**2013**	**2012**
Avnet	19%	19%	20%
ATM Electronic Corporation	*	*	12%

* Total customer revenue was less than 10% of net revenues

Avnet and ATM Electronic Corporation are distributors of the Company's products. No other customers accounted for 10% or more of the Company's net revenues in those periods.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consisted principally of cash investments and trade receivables. The Company has cash investment policies that limit cash investments to low-risk investments. With respect to trade receivables, the Company performs ongoing evaluations of its customers' financial conditions and requires letters of credit whenever deemed necessary. Additionally, the Company establishes an allowance for doubtful accounts based upon factors surrounding the credit risk of specific customers, historical trends related to past write-offs and other relevant information. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its customers. Financial instruments that potentially subject the Company to concentrations of credit risk

consist principally of cash investments and trade receivables. As of December 31, 2014 , and December 31, 2013 , 66% and 71% , respectively, of accounts receivable were concentrated with the Company's top 10 customers.

The following customers each represented 10% or more of accounts receivable:

Customer	December 31, 2014	December 31, 2013
Avnet	22%	21%
ATM Electronic Corporation	*	17%
Burnon International Ltd.	11%	*

* Total customer accounts receivable was less than 10%

Avnet, ATM Electronic Corporation and Burnon International Ltd. are distributors of the Company’s products. No other customers accounted for 10% or more of the Company’s accounts receivable in these periods.

International Sales

The Company markets its products globally through its sales personnel and a worldwide network of independent sales representatives and distributors. As a percentage of total net revenues, international sales, which consist of sales to distributors and direct customers outside of the United States of America, comprise the following:

	Year Ended December 31,		
	2014	2013	2012
Hong Kong/China	47%	47%	45%
Taiwan	15%	15%	17%
Korea	11%	11%	12%
Western Europe (excluding Germany)	11%	11%	10%
Japan	5%	5%	6%
Singapore	1%	2%	2%
Germany	2%	2%	1%
Other	3%	2%	2%
Total foreign revenue	95%	95%	95%

The remainder of the Company’s sales is to customers within the United States of America.

7. EARNINGS PER SHARE:

Basic earnings (loss) per share are calculated by dividing net income (loss) by the weighted-average shares of common stock outstanding during the period. Diluted earnings (loss) per share are calculated by dividing net income (loss) by the weighted-average shares of common stock and dilutive common equivalent shares outstanding during the period. Dilutive common equivalent shares included in this calculation consist of dilutive shares issuable upon the assumed exercise of outstanding common stock options, the assumed vesting of outstanding restricted stock units and performance based awards, and the assumed issuance of awards under the stock purchase plan, as computed using the treasury stock method.

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

A summary of the earnings (loss) per share calculation is as follows (in thousands, except per share amounts):

	Year Ended December 31,		
	2014	2013	2012
Basic earnings (loss) per share:			
Net income (loss)	$ 59,544	$ 57,266	$ (34,404)
Weighted-average common shares	29,976	29,421	28,636
Basic earnings (loss) per share	$ 1.99	$ 1.95	$ (1.20)
Diluted earnings (loss) per share (1):			
Net income (loss)	$ 59,544	$ 57,266	$ (34,404)
Weighted-average common shares	29,976	29,421	28,636
Effect of dilutive securities:			
Employee stock plans	853	999	—
Diluted weighted-average common shares	30,829	30,420	28,636
Diluted earnings (loss) per share	$ 1.93	$ 1.88	$ (1.20)

(1) The Company includes the shares underlying performance-based awards in the calculation of diluted earnings per share if the performance conditions have been satisfied as of the end of the reporting period and excludes such shares when the necessary conditions have not been met. The Company has excluded all performance-based awards underlying the 2014 awards in the 2014 calculation as the performance conditions for those awards were not met as of the end of the period. The Company has included the shares underlying the 2013 and 2012 awards in the respective year calculations, as those shares were contingently issuable upon the satisfaction of the annual targets consisting of net revenue, non-GAAP operating earnings and achievement of strategic goals as of the end of the periods.

In the years ended December 31, 2014 and 2013, options to purchase 36,501 shares and 122,263 shares outstanding, respectively, were not included in the computation of diluted earnings per share for the periods then ended because they were determined to be anti-dilutive. In the year ended December 31, 2012, all shares attributable to stock-based awards were excluded in the computation of diluted earnings per share, as the Company was in a net loss position.

8. PROVISION FOR INCOME TAXES:

Income Taxes

The Company accounts for income taxes under the provisions of ASC 740. Under the provisions of ASC 740, deferred tax assets and liabilities are recognized based on the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, utilizing the tax rates that are expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

U.S. and foreign components of income before income taxes were (in thousands):

	Year Ended December 31,		
	2014	2013	2012
U.S. operations	$ (5,064)	$ 1,936	$ (36,178)
Foreign operations	61,878	53,491	15,396
Total pretax income (loss)	$ 56,814	$ 55,427	$ (20,782)

The components of the provision for (benefit from) income taxes are as follows (in thousands):

	Year Ended December 31,		
	2014	2013	2012
Current provision (benefit):			
Federal	$ (1,234)	$ (558)	$ 9,813
State	(137)	2	(2,083)
Foreign	3,094	3,049	1,892
	1,723	2,493	9,622
Deferred provision (benefit):			
Federal	(3,279)	(3,633)	2,647
State	(284)	—	3,109
Foreign	(890)	(699)	(1,756)
	(4,453)	(4,332)	4,000
Total	$ (2,730)	$ (1,839)	$ 13,622

The Company is entitled to a deduction for federal and state tax purposes with respect to employees' stock option activity. The net reduction in taxes otherwise payable in excess of any amount credited to income tax expense has been reflected as an adjustment to additional paid-in capital. For 2014 , 2013 and 2012 , the benefit arising from employee stock option activity that resulted in an adjustment to additional paid in capital was approximately $0.8 million , $1.3 million and $1.3 million , respectively.

The provision for (benefit from) income taxes differs from the amount, which would result by applying the applicable federal income-tax rate to income before provision for (benefit from) income taxes, as follows:

	2014	2013	2012
Provision computed at Federal statutory rate	35.0%	35.0%	35.0%
State tax provision, net of Federal benefit	—	—	8.9
Business tax credits	(5.5)	(8.1)	4.9
Stock-based compensation	(2.9)	(2.8)	2.5
Foreign income taxed at different rate	(28.6)	(29.5)	25.9
IRS audit settlement	(5.8)	—	(87.2)
Valuation allowance	2.0	(0.1)	(48.4)
Other	1.0	2.2	(7.2)
Total	(4.8)%	(3.3)%	(65.6)%

The Company reached a settlement with the IRS in the quarter ended June 30, 2014, to close out the examination of its federal income-tax returns for the years 2007 through 2009. As a result, the Company adjusted its tax balances and the provision for income tax for the year ended December 31, 2014, includes a one-time benefit of $3.3 million comprising $2.8 million in federal income taxes and interest, and state income taxes of approximately $0.5 million . The one-time benefit includes the reversal of $4.1 million of related unrecognized tax benefits that had been recorded as non-current liabilities in the Company's consolidated balance sheets. The Company has now concluded all U.S. federal income-tax matters for the years through 2009. The Company engages in qualifying activities for R&D credit purposes. The Tax Increase Prevention Act of 2014 was signed into law on December 19, 2014, to extend the federal research and development credit for 2014. The related tax benefit was taken in the fourth quarter of 2014.

The effective tax rate for the year ended December 31, 2013, was favorably impacted by the geographic distribution of the Company's world-wide earnings and earnings in lower-tax jurisdictions. Additionally, the rate was favorably impacted by federal research tax credits both for 2013 and 2012.

During the third quarter of 2012, the Company recorded an impairment charge and write-off of certain assets related to SemiSouth of approximately $58.9 million , on which the Company recognized a $8.0 million tax benefit. The write-off resulted in a net loss for 2012.

During the third quarter of 2012 the Company made a one-time payment of taxes and interest totaling $42.6 million in connection with settling the U.S. Internal Revenue Service ("IRS") examination of the Company's income tax returns for the years 2003 through 2006. Related to this, the provision for income tax in the second quarter of 2012 included a one-time charge of $44.8 million , comprising $35.0 million in federal income taxes, net interest of $5.7 million , and state income taxes (including interest) of approximately $4.1 million . The impact of the charge was partially offset by the reversal of $26.9 million of related unrecognized tax benefits that had been recorded as non-current liabilities in the Company's consolidated balance sheet resulting in a net charge of $18.1 million . Additionally, there was a $2.2 million reduction of the valuation allowance on the Company's California deferred tax assets.

The components of the net deferred income tax asset (liabilities) were as follows (in thousands):

	December 31,	
	2014	2013
Deferred tax assets:		
Other reserves and accruals	$ 3,928	$ 6,893
Tax credit carry-forwards	19,602	12,453
Stock compensation	5,429	5,964
Capital losses	11,401	10,307
Net operating loss	3,680	1,014
Valuation allowance	(25,828)	(19,271)
	18,212	17,360
Deferred tax liabilities:		
Depreciation	(3,320)	(4,226)
Acquired intangibles	(3,502)	(4,303)
Unremitted earnings	(5,182)	(2,432)
Other	(1,072)	(1,107)
	(13,076)	(12,068)
Net deferred tax asset	$ 5,136	$ 5,292

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities and projected future taxable income. In the event that the Company determines, based on available evidence and management judgment, that all or part of the net deferred tax assets will not be realized in the future, the Company would record a valuation allowance in the period the determination is made. In addition, the calculation of tax liabilities involves significant judgment in estimating the impact of uncertainties in the application of complex tax laws. Resolution of these uncertainties in a manner inconsistent with the Company's expectations could have a material impact on its results of operations and financial position.

As of December 31, 2014 , the Company continues to maintain a valuation allowance primarily as a result of SemiSouth capital losses for federal purposes, and on its California deferred tax assets as the Company believes that it is not more likely than not that the deferred tax assets will be fully realized. In addition, the Company maintains a valuation allowance with respect to certain of its deferred tax assets relating to tax credits in Canada and the state of New Jersey.

As of December 31, 2014 , the Company had federal research and development tax credit carry-forwards of approximately $10.8 million , which will begin to expire in 2030 if unutilized, California research and development tax credit carry-forwards of approximately $14.9 million (there is no expiration of research and development tax credit carry-forwards for the state of California) and California net operating losses of $31.5 million which will begin to expire in 2032. As of December 31, 2014 , the Company had Canadian scientific research and experimental development tax credit carry-forwards of

approximately $2.3 million and New Jersey research and experimental development tax credit carry-forwards of approximately $0.4 million , which will start to expire in 2026 and 2027, respectively.

The Company does not provide for U.S. taxes on its undistributed earnings of foreign subsidiaries that it intends to invest indefinitely outside the U.S., unless such taxes are otherwise required under U.S. tax law. Beginning in 2013, the Company determined that a portion of its foreign subsidiaries current and future earnings may be remitted prospectively to the U.S. for domestic cash flow purposes and, accordingly, provided for the related U.S. taxes in its consolidated financial statements. If the Company changes its intent to invest its undistributed foreign earnings indefinitely or if a greater amount of undistributed earnings are needed for U.S. operations than previously anticipated and for which U.S. taxes have not been recorded, the Company would be required to accrue or pay U.S. taxes (subject to an adjustment for foreign tax credits, where applicable) and withholding taxes payable to various foreign countries on some or all of these undistributed earnings. As of December 31, 2014, the Company had undistributed earnings of foreign subsidiaries that are indefinitely invested outside of the U.S. of approximately $144.0 million . It is not practicable to determine the income tax liability that might be incurred if these earnings were to be distributed.

Unrecognized Tax Benefits

The Company applies the provisions of ASC 740-10, relating to accounting for uncertain income taxes.

Reconciliation of the Beginning and Ending Amount of Unrecognized Tax Benefits (in thousands):

Unrecognized Tax Benefits Balance at January 1, 2012	$	34,855
Gross Increases for Tax Positions of Current Year		1,110
Gross Increases for Tax Positions of Prior Years		9,344
Settlements		(34,496)
Lapse of Statute of Limitations		—
Unrecognized Tax Benefits Balance at December 31, 2012		10,813
Gross Increases for Tax Positions of Current Year		1,881
Gross Increase for Tax Positions of Prior Years		—
Settlements		—
Lapse of Statute of Limitations		—
Unrecognized Tax Benefits Balance at December 31, 2013		12,694
Gross Increases for Tax Positions of Current Year		2,117
Gross Increases for Tax Positions of Prior Years		710
Settlements		(4,361)
Lapse of Statute of Limitations		—
Unrecognized Tax Benefits Balance at December 31, 2014	$	11,160

The Company's total unrecognized tax benefits as of December 31, 2014 , 2013 and 2012 , was $11.2 million , $12.7 million and $10.8 million , respectively. An income-tax benefit of $4.9 million , net of valuation allowance adjustments, would be recorded if these unrecognized tax benefits are recognized. As of December 31, 2014, the Company is not under any income tax audit. The Company cannot reasonably estimate the amount of the unrecognized tax benefit that could be adjusted in the next twelve months.

The Company's continuing practice is to recognize interest and/or penalties related to income-tax matters in income-tax expense. The Company has accrued interest and penalties at December 31, 2014 , and December 31, 2013 , of $0.1 million and $0.7 million , respectively, which have been recorded in long-term income taxes payable in the accompanying Consolidated Balance Sheets. Approximately $10,000 of interest, net of the benefit, was included in the Company's benefit from income taxes for the year-ended December 31, 2014 .

In July 2013, the FASB issued a new accounting standard that requires the presentation of certain unrecognized tax benefits as reductions to deferred tax assets rather than as liabilities in the Company's condensed consolidated balance sheets when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The Company adopted this new standard

on a prospective basis in the first quarter of 2014. The impact of the adoption was a reduction to long-term deferred tax assets and non-current income tax payable of approximately $4.3 million .

In the quarter ended June 30, 2012, the Company reached an understanding regarding the terms for settling with the U.S. Internal Revenue Service ("IRS") and closed out all positions as part of the examination of the Company's income tax returns for the years 2003 through 2006. On August 2, 2012, the IRS signed a formal closing agreement with the Company that is consistent with the intentions of the parties pursuant to their earlier understanding. Further, the agreement confirmed that the royalty arrangement between the Company and its foreign subsidiary concluded on October 31, 2012, resulting in a substantially lower effective tax rate for the Company in subsequent years.

As of December 31, 2014 , the Company has concluded all U.S. federal income tax matters for the years through 2009, and has finalized Swiss income tax returns for the years through 2012. There is currently no pending income tax audit.

9. COMMITMENTS:

Facilities

The Company owns its main executive, administrative, manufacturing and technical offices in San Jose, California. The Company also owns a research and development facility in New Jersey, which was purchased in 2010 in connection with its acquisition of an early-stage research and development company, and a test facility in Biel, Switzerland which was acquired in connection with the Company's acquisition of Concept. The Company leases administrative office space in Singapore and Switzerland, and a research and development facility in Canada, in addition to sales offices in various countries around the world.

Future minimum lease payments under all non-cancelable operating lease agreements as of December 31, 2014 , are as follows (in thousands):

Fiscal Year	
2015	$ 1,485
2016	1,082
2017	887
2018	966
2019	412
Thereafter	—
Total minimum lease payments	$ 4,832

Total rent expense amounted to $1.8 million , $1.5 million and $1.4 million in the years ended December 31, 2014 , 2013 and 2012 , respectively.

Purchase Obligations

At December 31, 2014 , the Company had no non-cancelable purchase obligations that were due beyond one year.

10. LEGAL PROCEEDINGS AND CONTINGENCIES:

From time to time in the ordinary course of business, the Company becomes involved in lawsuits, or customers and distributors may make claims against the Company. In accordance with ASC 450-10, the Company makes a provision for a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

On October 20, 2004, the Company filed a complaint against Fairchild Semiconductor International, Inc. and Fairchild Semiconductor Corporation (referred to collectively as "Fairchild") in the United States District Court for the

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

District of Delaware. In its complaint, the Company alleged that Fairchild has and is infringing four of Power Integrations' patents pertaining to PWM integrated circuit devices. Fairchild denied infringement and asked for a declaration from the court that it does not infringe any Power Integrations patent and that the patents are invalid. The Court issued a claim construction order on March 31, 2006 which was favorable to the Company. The Court set a first trial on the issues of infringement, willfulness and damages for October 2, 2006. At the close of the first trial, on October 10, 2006, the jury returned a verdict in favor of the Company finding all asserted claims of all four patents-in-suit to be willfully infringed by Fairchild and awarding $34.0 million in damages. Fairchild raised defenses contending that the asserted patents are invalid or unenforceable, and the Court held a second trial on these issues beginning on September 17, 2007. On September 21, 2007, the jury returned a verdict in the Company's favor, affirming the validity of the asserted claims of all four patents-in-suit. Fairchild submitted further materials on the issue of enforceability along with various other post-trial motions, and the Company filed post-trial motions seeking a permanent injunction and increased damages and attorneys' fees, among other things. On September 24, 2008, the Court denied Fairchild's motion regarding enforceability and ruled that all four patents are enforceable. On December 12, 2008, the Court ruled on the remaining post-trial motions, including granting a permanent injunction, reducing the damages award to $6.1 million , granting Fairchild a new trial on the issue of willful infringement in view of an intervening change in the law, and denying the Company's motion for increased damages and attorneys' fees with leave to renew the motion after the resolution of the issue of willful infringement. On December 22, 2008, at Fairchild's request, the Court temporarily stayed the permanent injunction for 90 days. On January 12, 2009, Fairchild filed a notice of appeal challenging the Court's refusal to enter a more permanent stay of the injunction, and Fairchild filed additional motions requesting that both the Federal Circuit and the District Court extend the stay of injunction. The District Court temporarily extended the stay pending the Federal Circuit ruling on Fairchild's pending motion, but the Federal Circuit dismissed Fairchild's appeal and denied its motion on May 5, 2009, and the District Court issued an order on May 13, 2009 confirming the reinstatement of the permanent injunction as originally entered in December 2008. On June 22, 2009, the Court held a brief bench re-trial on the issue of willful infringement. On July 22, 2010, the Court found that Fairchild willfully infringed all four of the asserted patents, and the Court also invited briefing on enhanced damages and attorneys' fees. Fairchild also filed a motion requesting that the Court amend its findings regarding willfulness. On January 18, 2011, the Court denied Fairchild's request to amend the findings regarding Fairchild's willful infringement and doubled the damages award against Fairchild but declined to award attorneys' fees. On February 3, 2011, the Court entered final judgment in favor of the Company for a total damages award of $12.9 million . Fairchild filed a notice of appeal challenging the final judgment and a number of the underlying rulings, and the Company filed a cross-appeal seeking to increase the damages award. The appeal was argued on January 11, 2012, and the Federal Circuit issued a mixed ruling on March 26, 2013, affirming Fairchild's infringement of certain claims that support the basis for the permanent injunction while reversing, vacating, and remanding the findings with respect to other claims, including the Company's claim for damages. The Company filed a petition seeking Supreme Court review of the Federal Circuit's ruling on damages issues, and the Supreme Court called for a response from Fairchild but ultimately declined to review the case. On remand, the Company intends to pursue its claim for financial compensation based on Fairchild's infringement.

On May 9, 2005, the Company filed a Complaint with the U.S. International Trade Commission ("ITC") under section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. section 1337 against System General ("SG"). The Company filed a supplement to the complaint on May 24, 2005. The Company alleged infringement of its patents pertaining to pulse width modulation ("PWM") integrated circuit devices produced by SG, which are used in power conversion applications such as power supplies for computer monitors. The Commission instituted an investigation on June 8, 2005 in response to the Company's complaint. SG filed a response to the ITC complaint asserting that the patents-in-suit were invalid and not infringed. The Company subsequently and voluntarily narrowed the number of patents and claims in suit, which proceeded to a hearing. The hearing on the investigation was held before the Administrative Law Judge ("ALJ") from January 18 to January 24, 2006. Post-hearing briefs were submitted and briefing concluded February 24, 2006. The ALJ's initial determination was issued on May 15, 2006. The ALJ found all remaining asserted claims valid and infringed, and recommended the exclusion of the infringing products as well as certain downstream products that contain the infringing products. After further briefing, on June 30, 2006, the Commission decided not to review the initial determination on liability, but did invite briefs on remedy, bonding and the public interest. On August 11, 2006, the Commission issued an order excluding from entry into the United States the infringing SG PWM chips, and any LCD computer monitors, AC printer adapters and sample/demonstration circuit boards containing an infringing SG chip. The U.S. Customs Service is authorized to enforce the exclusion order. On October 11, 2006, the presidential review period expired without any action from the President, and the ITC exclusion order is now in full effect. SG appealed the ITC decision, and on November 19, 2007, the Federal Circuit affirmed the ITC's findings in all respects. On October 27, 2008, SG filed a petition to modify the exclusion order in view of a recent Federal Circuit opinion in an unrelated case, and the Company responded to oppose any

POWER INTEGRATIONS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

modification, but the Commission modified the exclusion order on February 27, 2009. Nevertheless, the exclusion order still prohibits SG and related entities from importing the infringing SG chips and any LCD computer monitors, AC printer adapters, and sample/demonstration circuit boards containing an infringing SG chip.

On May 23, 2008, the Company filed a complaint against Fairchild Semiconductor International, Inc., Fairchild Semiconductor Corporation, and Fairchild's wholly owned subsidiary System General Corporation in the United States District Court for the District of Delaware. In its complaint, the Company alleged that Fairchild has infringed and is infringing three patents pertaining to power supply controller integrated circuit devices. Fairchild answered the Company's complaint on November 7, 2008, denying infringement and asking for a declaration from the Court that it does not infringe any Power Integrations patent and that the patents are invalid and unenforceable. Fairchild's answer also included counterclaims accusing the Company of infringing three patents pertaining to primary side power conversion integrated circuit devices. Fairchild had earlier brought these same claims in a separate suit against the Company, also in Delaware, which Fairchild dismissed in favor of adding its claims to the Company's already pending suit against Fairchild. The Company has answered Fairchild's counterclaims, denying infringement and asking for a declaration from the Court that it does not infringe any Fairchild patent and that the Fairchild patents are invalid. Fairchild also filed a motion to stay the case, but the Court denied that motion on December 19, 2008. On March 5, 2009, Fairchild filed a motion for summary judgment to preclude any recovery for post-verdict sales of parts found to infringe in the parties' other ongoing litigation, described above, and the Company filed its opposition and a cross-motion to preclude Fairchild from re-litigating the issues of infringement and damages for those same products. On June 26, 2009, the Court held a hearing on the parties' motions, and on July 9, 2009 the Court issued an order denying the parties' motions but staying proceedings with respect to the products that were found to infringe and which are subject to the injunction in the other Delaware case between the parties pending the entry of final judgment in that case; those products are expected to be addressed in the context of the parties’ remand proceedings following the appeal in their earlier litigation in Delaware, and the remainder of the case is proceeding. On December 18, 2009, the Court issued an order construing certain terms in the asserted claims of the Company's and Fairchild's patents in suit. Following the Court's ruling on claim construction, Fairchild withdrew its claim related to one of its patents and significantly reduced the number of claims asserted for the remaining two patents. The parties thereafter filed and argued a number of motions for summary judgment, and the Court denied the majority of the parties' motions but granted the Company's motion to preclude Fairchild from re-arguing validity positions that were rejected in the prior case between the parties. Because the assigned Judge retired at the end of July 2010, the case was re-assigned to a different Judge, and the Court vacated the trial schedule and had the parties provide their input on the appropriate course of action. The Court thereafter set a trial schedule with the jury trial on infringement and validity to begin in July 2011. On April 18, 2011, the Court rescheduled the trial to begin in January 2012, and on June 2, 2011, the Court moved the trial date to April 2012 to permit the parties to address another patent the Company accused Fairchild of infringing. Following a trial in April 2012, the jury returned a verdict finding that Fairchild infringes two of the Company's patents, that Fairchild has induced others to infringe the Company's patents, and also upheld the validity of the infringed patents. Of the two remaining counterclaim patents Fairchild asserted in the case, one was found not to be infringed, but the jury found the second patent to be infringed by a limited number of the Company's products, although the jury further found the Company did not induce infringement by any customers, including customers outside the United States. On March 29, 2013, the District Court denied most of the parties' post-trial motions on liability but granted the Company's motion for judgment as a matter of law finding that Fairchild infringed another of the Company's patents. On April 25, 2013, the Court denied both parties' motions regarding the unenforceability of each other's patents. The Company intends to challenge adverse findings on appeal; nevertheless, the Company estimates that even if the verdict on Fairchild's patent were ultimately upheld, the sales potentially impacted would amount to only about 0.3% of the Company's revenues. The Company requested an injunction preventing further infringement of its own patents by Fairchild, and Fairchild requested an injunction as well; following a hearing on the issue in June 2014, the Court denied Fairchild's request for an injunction against the Company and granted the Company's request for an injunction against Fairchild. On January 13, 2015, the District Court entered final judgment on the liability and validity issues discussed above, either party may appeal to the Federal Circuit in the coming months. The Company is also seeking financial damages, as well as enhanced damages for willful infringement, issues to be decided in separate proceedings at a later date.

On June 28, 2004, the Company filed a complaint for patent infringement in the U.S. District Court, Northern District of California, against SG Corporation, a Taiwanese company, and its U.S. subsidiary. The Company's complaint alleged that certain integrated circuits produced by SG infringed and continue to infringe certain of its patents. On June 10, 2005, in response to the initiation of the International Trade Commission (ITC) investigation discussed above, the District Court stayed all proceedings. Subsequent to the completion of the ITC proceedings, the District Court temporarily lifted the stay and scheduled a case management conference. On December 6, 2006, SG filed a notice of appeal of the ITC decision as

discussed above. In response, and by agreement of the parties, the District Court vacated the scheduled case management conference and renewed the stay of proceedings pending the outcome of the Federal Circuit appeal of the ITC determination. On November 19, 2007, the Federal Circuit affirmed the ITC's findings in all respects, and SG did not file a petition for review. The parties subsequently filed a motion to dismiss the District Court case without prejudice. On November 4, 2009, the Company re-filed its complaint for patent infringement against SG and its parent corporations, Fairchild Semiconductor International, Inc. and Fairchild Semiconductor Corporation, to address their continued infringement of patents at issue in the original suit that recently emerged from SG requested reexamination proceedings before the U.S. Patent and Trademark Office (USPTO). The Company seeks, among other things, an order enjoining Fairchild and SG from infringing the Company's patents and an award of damages resulting from the alleged infringement. Fairchild has denied infringement and asked for a declaration from the Court that it does not infringe any Power Integrations patent, that the patents are invalid, and that one of the two of the Company's patents now at issue in the case is unenforceable. On May 5, 2010, Fairchild and SG filed an amended answer including counterclaims accusing the Company of infringing two patents, and since that time Fairchild has withdrawn its claim for infringement of one of the patents it originally asserted against the Company but added another patent to the case over the Company's objections; the Company contests these claims vigorously. Both parties filed summary judgment motions and challenges to each other’s experts’ testimony, and the Court granted the Company’s motion for summary judgment of non-infringement with respect to one of Fairchild’s two patents. Following a trial on the remaining claims in February 2014, the jury returned a verdict in the Company’s favor, affirming the validity of the asserted claims of the Company’s patents-in-suit, finding that Fairchild and SG infringed the Company’s asserted patents and induced infringement by others, and awarding $105.0 million in damages. Although the jury awarded damages, at this stage of the proceedings the Company cannot state the amount, if any, it might ultimately recover from Fairchild, and no benefits have been recorded in the Company’s consolidated financial statements as a result of the damages verdict. The Jury also rejected Fairchild’s remaining counterclaims for infringement against the Company. Fairchild challenged these rulings in post-trial motions, but the judge confirmed the jury’s determinations on infringement and damages, although the Court declined to find Fairchild’s infringement willful. Fairchild also pressed its unenforceability claim with respect to one of the two patents it was found to infringe in post-trial briefing, but the Court rejected Fairchild’s unenforceability claim. Fairchild also requested reconsideration of the damages determinations, and the Court granted a new trial with respect to damages but none of the other issues addressed in the previous trial; further proceedings with respect to the damages retrial will take place over the coming months. The Company has filed a motion requesting a permanent injunction to prevent further infringement by Fairchild; a ruling is expected in the coming months.

In February 2010, Fairchild and System General (“SG”) filed suits for patent infringement against the Company, Power Integrations Netherlands B.V., and representative offices of Power Integrations Netherlands in Shanghai and Shenzhen with the Suzhou Intermediate Court in the People's Republic of China. The suits assert four Chinese patents and seek an injunction and damages of approximately $19.0 million . Power Integrations Netherlands filed invalidation proceedings for all four asserted SG patents in the People's Republic of China Patent Reexamination Board (PRB) of the State Intellectual Property Office (SIPO), and all four challenges were accepted by the PRB, with hearings conducted in September 2010. In early January 2012, the Company received rulings from the PRB invalidating the majority of the claims Fairchild asserted in litigation, and the PRB determinations are currently on appeal. The Suzhou Court conducted evidentiary hearings in 2012 and issued rulings in late December 2012, finding that the Company did not infringe any of the asserted patents. Fairchild filed appeals challenging the Suzhou Court's non-infringement rulings, and the appeals court in Nanjing held further hearings in the infringement proceedings late last year, but Fairchild has since dismissed its appeals, bringing the infringement proceedings to a close.

On July 11, 2011, the Company filed a complaint in the U.S. District Court, District of Columbia, against David Kappos in his capacity as Director of the United States Patent and Trademark Office (“PTO”) as part of the ongoing reexamination proceedings related to one of the patents asserted against Fairchild and SG in the Delaware litigation described above. The Company filed a motion for summary judgment on a preliminary jurisdictional issue, and the PTO filed a cross-motion to dismiss on this same issue; briefing on those motions was completed in October, 2011. On November 18, 2013, the Court granted the PTO’s motion and transferred the case to the Federal Circuit, where additional briefing has taken place and a hearing is expected to be scheduled in the coming months.

On May 1, 2012, Fairchild Semiconductor Corporation and Fairchild's wholly-owned subsidiary, System General Corporation (referred to collectively as “Fairchild”), filed a complaint against the Company in the United States District Court for the District of Delaware. In its complaint, Fairchild alleges that the Company has infringed and is infringing four patents

pertaining to power conversion integrated circuit devices. The Company answered Fairchild's complaint, denying infringement and asking for a declaration from the Court that it does not infringe any Fairchild patent and that the Fairchild patents are invalid, and the Company also asserted counterclaims against Fairchild for infringement of five of the Company's patents. Fairchild has withdrawn its claim for infringement of one of the patents it asserted against the Company after the Company's preliminary challenge; expert discovery is now complete on the remaining patents. Both parties have filed dispositive motions on a number of issues, and trial is scheduled to begin on May 26, 2015.

On February 5, 2013, Trinity Capital Investment, LLC ("Trinity") filed suit against the Company in California Superior Court. The complaint alleged that SemiSouth Laboratories Inc. had entered into a lease agreement with Trinity, and that the Company guaranteed SemiSouth's obligations under the lease agreement. The complaint further alleged that SemiSouth defaulted on the lease agreement in October 2012, and therefore the Company owed Trinity $2.4 million under the lease guaranty. On April 19, 2013, the Company answered the complaint, denying the allegations therein. On April 18, 2014, Trinity filed a request to dismiss the action without prejudice.

The Company is unable to predict the outcome of legal proceedings with certainty, and there can be no assurance that Power Integrations will prevail in the above-mentioned unsettled litigations. These litigations, whether or not determined in Power Integrations' favor or settled, will be costly and will divert the efforts and attention of the Company's management and technical personnel from normal business operations, potentially causing a material adverse effect on the business, financial condition and operating results. Currently, the Company is not able to estimate a loss or a range of loss for the ongoing litigation disclosed above, however adverse determinations in litigation could result in monetary losses, the loss of proprietary rights, subject the Company to significant liabilities, require Power Integrations to seek licenses from third parties or prevent the Company from licensing the technology, any of which could have a material adverse effect on the Company's business, financial condition and operating results.

In the quarter ended June 30, 2014, the IRS issued the Company a notice of proposed adjustments to the Company's taxable income for the years 2007 through 2009. The Company and IRS signed a formal closing agreement on May 20, 2014, to settle all positions and close out the examination of the Company's income-tax returns for the years 2007 through 2009. As a result, the Company adjusted its tax balances based on the facts, circumstances, and information available at the reporting date. The resolution of the 2007-2009 IRS audit resulted in a federal tax benefit to the Company of $2.8 million . Additionally, the Company recorded a state tax benefit of $0.5 million . Also, the agreement allowed the Company to repatriate up to $5.0 million from its foreign subsidiary without incurring additional U.S. income taxes.

11. ACQUISITIONS:

Cambridge Semiconductor Limited

In December 2014, the Company entered into a loan agreement with Cambridge Semiconductor Limited ("CamSemi"), a UK company, in which $6.6 million was outstanding as of December 31, 2014. The estimated fair value of the loan, which was a level 3 fair value measurement (see Note 4, *Fair Value Measurements* , for details) approximated the carrying value of $6.6 million , as the loan was outstanding for less than a month and the interest rate approximated a market rate for such a loan. The loan was in anticipation of a definitive agreement the Company entered into to acquire CamSemi on January 2, 2015, for approximately $23.0 million , including an estimated working capital adjustment. The Company closed the acquisition on January 2, 2015. Pursuant to the purchase agreement, the purchase price is subject to a net asset value adjustment which will be determined within approximately three months after January 2, 2015.

CamSemi was acquired to accelerate the Company's product development efforts for the low-power market. The acquisition also broadens the Company's technology and product portfolio for low-power applications, particularly in the mobility and LED lighting markets.

The initial accounting for the acquisition is still ongoing as of the date this Annual Report on Form 10-K was issued. It is expected that intangible assets and goodwill will be recorded on the consolidated balance sheets; however, as the initial accounting for the acquisition has not been completed at the time of the issuance of these consolidated financial statements, further details have not yet been disclosed.

CT-Concept Technologie AG

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

On May 1, 2012, the Company, through its subsidiaries Power Integrations Netherlands B.V., a Dutch company, and Power Integrations Limited, a Cayman Islands company, completed the acquisition of CT Concept Technologie AG ("Concept" or "Concept Group"), a Swiss company, by acquiring all of the outstanding shares of its Swiss parent companies Concept Beteiligungen AG and CT-Concept Holding AG (the “Acquisition”), pursuant to the Share Purchase Agreement ("Purchase Agreement").

The acquisition has been accounted for using the acquisition method of accounting in accordance with ASC 805 - Business Combinations. Goodwill is not expected to be deductible for tax purposes.

The acquisition furthers the Company's strategic aim to offer highly integrated high-voltage power-conversion products across the widest possible range of power levels and applications. While Power Integrations has historically focused on power supplies up to 500 watts of output, Concept products address higher-power applications, such as industrial motors and renewable energy systems. As such, the combination is complementary to Power Integrations' existing business. Furthermore, Concept also has an expanding addressable market and a growing, profitable revenue stream that are consistent with Power Integrations' financial goals/targets.

The following table summarizes the purchase price and estimated fair values of the assets acquired and the liabilities assumed as of May 1, 2012, the completion of the acquisition of Concept ("Closing Date").

		Total Amount
Assets Acquired		(in thousands)
	Cash	$ 14,933
	Accounts receivable	3,220
	Inventories	10,631
	Prepaid expenses and other current assets	2,777
	Property and equipment, net	2,310
	Intangible assets:	
	Developed technology	23,750
	Trade name	3,600
	Customer relationships	16,700
	Goodwill	65,813
	Total assets acquired	143,734
Liabilities assumed		
	Current liabilities	4,587
	Deferred tax liabilities	7,860
	Other liabilities	634
	Total liabilities assumed	13,081
	Total purchase price	$ 130,653

The fair value of intangible assets of $44.1 million has been allocated to the following three asset categories: 1) developed technology, 2) trade name and 3) customer relationships. The first two will be amortized on a straight line basis over the estimated useful life of the assets. The third intangible asset, customer relationships, will be amortized on an accelerated basis over the estimated life of the asset. The following table represents details of the purchased intangible assets as part of the acquisition:

	Fair Value Amount	Estimated Useful Life
	(in thousands)	(in years)
Developed technology	$ 23,750	4 - 12
Trade name	3,600	2
Customer relationships	16,700	10
Total Concept intangibles	$ 44,050	

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The fair value of the identifiable intangible assets: developed technology, trademark and customer relationships were determined based on the following approach.

Developed Technology: The value assigned to the acquired developed technology was determined using the income approach. The royalty savings were estimated by applying an estimated royalty rate to the projected revenues for Concept for each developed technology. The selected royalty rate for the developed technology was based on the Company's analysis of comparable technology, royalty rate indications, and licensing agreements for comparable technologies. The royalty savings were then adjusted for taxes and discounted to present value. The fair value of developed technology was capitalized as of the acquisition date and is being amortized using a straight-line method to cost of revenues over the estimated life of 4 - 12 years.

Trade Name: The value assigned to Concept's trade name was determined using the income approach. The present value of the expected after-tax royalty savings was added to the sum of the expected amortization tax benefit. The royalty rate was selected based on an analysis of comparable trade name agreements. In addition, the rate was adjusted based on an analysis of Concept's projected performance and the importance of the trade name to the industry. The selected royalty rate was then applied to the projected revenues for the trade name. The fair value of the trade name was amortized on a straight-line basis to sales and marketing expenses over its estimated life of 2 years.

Customer Relationships: An intangible customer relationship asset was recognized to the extent that the Company was expected to benefit from future revenues reasonably anticipated given the history and operating practices of Concept. The value assigned to customer relationships was determined using the income approach. Forecasted cash flows derived from the acquired customer relationships, net of returns on contributory assets, were discounted to present value. Expectations related to future customer retention were based on historical data and a long-term forecast that was constructed based on the Company's financial projections and expectations. The associated income taxes were based on an assumed tax rate of a hypothetical buyer. The net income was then charged for the required returns of debt-free working capital, net fixed and other assets, developed technology and trade name to derive the residual cash flows related to the customer relationships acquired. The residual cash flows were then discounted to present value. The fair value of customer relationships was capitalized as of the acquisition date and is being amortized on an accelerated basis to sales and marketing expenses over the estimated life of 10 years.

12. TRANSACTIONS WITH THIRD PARTY:

On October 22, 2010, the Company purchased SemiSouth preferred stock for $7.0 million , which represented an approximate 16.0% interest in SemiSouth, a privately-held company. The Company accounted for its investment under the cost method. Also in October 2010, the Company paid $10.0 million as a prepaid royalty in exchange for the right to use SemiSouth's technology. The Company's 2010 agreement with SemiSouth provided, among other things, that the Company had the option to acquire SemiSouth in the future (“Call Option”) and that the Company may be obligated to acquire SemiSouth at a future date if SemiSouth achieved certain financial performance conditions (“Put Option”). The Call and Put Options were intended to result in an acquisition price equal to the estimated fair value of SemiSouth at the time of exercise. Pursuant to an amended agreement entered into in March 2012 in connection with the $18.0 million financing discussed below, the maximum purchase price under the call and put options would not exceed $80.0 million .

In July 2011, SemiSouth obtained $15.0 million of financing through the sale, and concurrent licensing back, of its intellectual property ("IP") with a financing company. In connection with this arrangement, the Company entered into a contingent purchase commitment with the financing company for SemiSouth's IP, which effectively provided a guarantee of the arrangement to the finance company. The contingent purchase commitment required the Company to purchase the IP previously owned by SemiSouth from its new owner for $15.0 million (plus reimbursement of certain expenses) under certain conditions generally relating to SemiSouth's failure to make certain payments or SemiSouth's insolvency.

In March 2012, the Company loaned SemiSouth $18.0 million , and in exchange the Company was issued a promissory note with interest of 2.0% . In consideration for the loan the Company obtained the above-mentioned amendment to its 2010 agreement with SemiSouth which established a maximum purchase price under the call and put options. The Company used a Black-Scholes option pricing model to determine the fair value of the Company's purchase option to be approximately $6.2 million and the fair value of the loan to be $11.8 million The Company accreted the discount on the loan as interest income using the interest method over the term of the loan.

Based on SemiSouth's deteriorating financial condition at September 30, 2012, as further evidenced by its closure in the fourth quarter of 2012, the Company determined that its SemiSouth-related assets were impaired as of September 30, 2012. The Company's third quarter 2012 results included an impairment charge of $33.7 million , comprising a write-off of $6.7 million of lease receivables, $7.0 million of preferred stock, a promissory note (net of imputed interest) in the amount of $13.2 million , $6.2 million for the Purchase Option, and other assets of $0.6 million . The Company has also expensed the prepaid royalty of $10.0 million as it no longer expected to use SemiSouth's technology and foresaw no alternative use for it.

In addition, the financing company that owned SemiSouth's intellectual property exercised its contractual rights to put SemiSouth's

intellectual property to the Company under the terms of the above-mentioned SemiSouth contingent purchase commitment. Based on SemiSouth's financial situation and its closure in the fourth quarter of 2012, the Company estimated that this intellectual property had no value. Therefore, the Company took a charge of $15.3 million related to this contingent

obligation in the third quarter of 2012, and in the fourth quarter of 2012, the Company settled and paid the commitment for $15.2 million to the financing company.

13. RETIREMENT PLANS:

In connection with the Company's acquisition of Concept in May 2012, the Company sponsors a defined benefit pension plan ("Pension Plan") in accordance with the legal requirements of Switzerland (refer to Note 11, *Acquisition* , for details on the Concept acquisition). The plan assets, which provide benefits in the event of an employee's retirement, death or disability, are held in legally autonomous trustee-administered funds that are subject to Swiss law. Benefits are based on the employee's age, years of service and salary, and the plan is financed by contributions by both the employee and the Company.

The net periodic benefit cost of the Pension Plan was not material to the Company's financial statements during the years ended December 31, 2014, 2013 and 2012. At December 31, 2014, the projected benefit obligation was $8.1 million , the plan assets were $5.8 million and the net pension liability was $2.3 million . As of December 31, 2013, the projected benefit obligation was $7.0 million , the plan assets were $5.1 million , and the net pension liability was $1.9 million . The Company has recorded the unfunded amount as a liability in its Consolidated Balance Sheet at December 31, 2014 and 2013, under the other liabilities caption. The Company expects to make contributions to the Pension Plan of approximately $0.4 million during 2015. The unrealized actuarial loss on pension benefits, net of tax at December 31, 2014, 2013 and 2012 was $1.2 million , $0.8 million and $0.6 million , respectively. This amount was reflected in Note 2 above under the caption accumulated other comprehensive income.

In accordance with the Compensation-Retirement Benefits Topic of ASC 715-20, the Company recognizes the over-funded or under-funded status of its defined postretirement plan as an asset or liability in its statement of financial position. The company measured the plan assets and benefit obligations as of the date of the fiscal year-end.

14. BANK LINE OF CREDIT:

On July 5, 2012, the Company entered into a Credit Agreement (the "Credit Agreement") with two banks. The Credit Agreement provides the Company with a $100.0 million revolving line of credit to use for general corporate purposes with a $20.0 million sublimit for the issuance of standby and trade letters of credit. The Credit Agreement was amended on April 1, 2014, to extend the Credit Agreement termination date from July 5, 2015, to April 1, 2017, with all other terms of the Credit Agreement remaining the same. The Company's ability to borrow under the revolving line of credit is conditioned upon the Company's compliance with specified covenants, including reporting and financial covenants, primarily a minimum cash requirement and a debt to earnings ratio, with which the Company is currently in compliance. All advances under the revolving line of credit will become due on April 1, 2017, or earlier in the event of a default. As of December 31, 2014, the Company had no amount outstanding under the Credit Agreement.

POWER INTEGRATIONS, INC.

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15 . SELECTED QUARTERLY INFORMATION (Unaudited):

The following tables set forth certain data from the Company's consolidated statements of income for each of the quarters in the years ended December 31, 2014 and 2013 .

The unaudited quarterly consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements contained herein and include all adjustments that the Company considers necessary for a fair presentation of such information when read in conjunction with the Company's annual audited consolidated financial statements and notes thereto appearing elsewhere in this report. The operating results for any quarter are not necessarily indicative of the results for any subsequent period or for the entire fiscal year (in thousands, except per share data).

	Three Months Ended (unaudited)							
	Dec. 31, 2014	Sept. 30, 2014	June 30, 2014	Mar. 31, 2014	Dec. 31, 2013	Sept. 30, 2013	June 30, 2013	Mar. 31, 2013
Net revenues	$ 86,595	$ 90,144	$ 88,985	$ 83,073	$ 90,412	$ 91,715	$ 87,922	$ 77,040
Gross profit	$ 45,805	$ 49,052	$ 48,736	$ 45,977	$ 48,391	$ 48,774	$ 46,207	$ 39,864
Net income	$ 14,354	$ 16,111	$ 16,716	$ 12,363	$ 16,037	$ 16,654	$ 13,672	$ 10,903
Earnings per share								
Basic	$ 0.49	$ 0.54	$ 0.55	$ 0.41	$ 0.54	$ 0.56	$ 0.47	$ 0.38
Diluted	$ 0.48	$ 0.52	$ 0.54	$ 0.40	$ 0.52	$ 0.54	$ 0.45	$ 0.37
Shares used in per share calculation								
Basic	29,350	30,013	30,310	30,239	29,974	29,762	29,178	28,754
Diluted	30,051	30,757	31,110	31,167	30,924	30,652	30,158	29,783

Schedule II

Valuation and Qualifying Accounts

The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of customers to make required payments. This allowance is established using estimates formulated by the Company's management based upon factors such as the composition of the accounts receivable aging, historical bad debt, changes in payments patterns, customer creditworthiness, and current economic trends. The Company maintains an allowance for the distributors' ship and debit credits relating to the sell-through of the Company's products. This reserve is established using the Company's historical ship and debit amounts and levels of inventory in the distributor channels.

Following is a summary of the activity in the allowance for doubtful accounts and allowance for ship and debit credits:

Classification	Balance at Beginning of Period	Charged to Costs and Expenses	Deductions(1)	Balance at End of Period
(in thousands)				
Allowances for doubtful accounts:				
Year ended December 31, 2012	$ 215	$ 32	$ —	$ 247
Year ended December 31, 2013	$ 247	$ 12	$ (139)	$ 120
Year ended December 31, 2014	$ 120	$ 135	$ (64)	$ 191

Classification	Balance at Beginning of Period	Charged to Costs and Expenses	Deductions(2)	Balance at End of Period
(in thousands)				
Allowances for ship and debit credits:				
Year ended December 31, 2012	$ 19,464	$ 154,803	$ (151,227)	$ 23,040
Year ended December 31, 2013	$ 23,040	$ 172,621	$ (166,965)	$ 28,696
Year ended December 31, 2014	$ 28,696	$ 177,260	$ (178,531)	$ 27,425

(1) Deductions relate to amounts written off against the allowances for doubtful accounts.

(2) Deductions relate to ship and debit credits issued which adjust the sell-in price from the standard distribution price to the pre-approved lower price. Refer to Note 2, *Summary of Significant Accounting Policies* , for the Company's revenue recognition policy, including the Company's accounting for ship and debit claims.

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.

POWER INTEGRATIONS, INC.

Dated:	February 10, 2015	By:	/s/ SANDEEP NAYYAR
			Sandeep Nayyar Chief Financial Officer (Duly Authorized Officer, Principal Financial Officer and Chief Accounting Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Balu Balakrishnan and Sandeep Nayyar his true and lawful attorney-in-fact and agent, with full power of substitution and, for him and in his name, place and stead, in any and all capacities to sign any and all amendments to this Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES EXCHANGE ACT OF 1934, THIS REPORT HAS BEEN SIGNED BY THE FOLLOWING PERSONS ON BEHALF OF THE REGISTRANT AND IN THE CAPACITIES AND ON THE DATES INDICATED.

Dated:	February 10, 2015	By:	/s/ BALU BALAKRISHNAN Balu Balakrishnan President, Chief Executive Officer (Principal Executive Officer)
Dated:	February 10, 2015	By:	/s/ SANDEEP NAYYAR Sandeep Nayyar Chief Financial Officer (Principal Financial and Principal Accounting Officer
Dated:	February 10, 2015	By:	/s/ ALAN D. BICKELL Alan D. Bickell Director
Dated:	February 10, 2015	By:	/s/ NICHOLAS E. BRATHWAITE Nicholas E. Brathwaite Director
Dated:	February 10, 2015	By:	/s/ E. FLOYD KVAMME E. Floyd Kvamme Director and Chairman of the Board

Dated:	February 9, 2015	By:	/s/ STEVEN J. SHARP Steven J. Sharp Director
Dated:	February 10, 2015	By:	/s/ BALAKRISHNAN S. IYER Balakrishnan S. Iyer Director
Dated:	February 10, 2015	By:	/s/ WILLIAM GEORGE William George Director

POWER INTEGRATIONS, INC.
INDEX TO EXHIBITS
TO
FORM 10-K ANNUAL REPORT
For the Year Ended
December 31, 2014

EXHIBIT NUMBER	DESCRIPTION
3.1	Restated Certificate of Incorporation. (Filed with the SEC as Exhibit 3.1 to our Annual Report on Form 10-K on February 29, 2012, SEC File No. 000-23441.)
3.2	Amended and Restated Bylaws. (Filed with the SEC as Exhibit 3.1 to our Current Report on Form 8-K on April 26, 2013, SEC File No. 000-23441.)
4.1	Reference is made to Exhibits 3.1 to 3.2.
10.1	Form of Indemnity Agreement for directors and officers. (Filed with the SEC as Exhibit 10.1 to our Registration Statement on Form S-1 on September 11, 1997, SEC File No. 000-23441.)*
10.2	1997 Stock Option Plan (as amended through January 25, 2005) (Filed with the SEC as Exhibit 10.5 to our Quarterly Report on Form 10-Q on May 6, 2005, SEC File No. 000-23441).*
10.3	1997 Outside Directors Stock Option Plan (filed with the SEC as Exhibit 10.3 to our Quarterly Report on Form 10-Q on August 6, 2009, SEC File No. 000-23441) and forms of agreements thereunder (filed with the SEC as Exhibit 10.4 to our Registration Statement on Form S-1 on September 11, 1997, SEC File No. 000-23441).*
10.4	1997 Employee Stock Purchase Plan (filed with the SEC as Exhibit 10.5 to our Annual Report on Form 10-K on March 2, 2009). The forms of agreements thereunder (filed with the SEC as Exhibit 10.5 to our Registration Statement on Form S-1 on September 11, 1997, SEC File No. 000-23441).*
10.5	1998 Nonstatutory Stock Option Plan. (Filed with the SEC as Exhibit 10.4 to our Quarterly Report on Form 10-Q on August 6, 2009, SEC File No. 000-23441.)*
10.6	reserved
10.7	Executive Officer Benefits Agreement between us and John Tomlin, dated April 25, 2002. (Filed with the SEC as Exhibit 10.19 to our Quarterly Report on Form 10-Q on May 10, 2002, SEC File No. 000-23441.)*
10.8	Executive Officer Benefits Agreement between us and Clifford J. Walker, dated April 25, 2002. (Filed with the SEC as Exhibit 10.20 to our Quarterly Report on Form 10-Q on May 10, 2002, SEC File No. 000-23441.)*
10.9	Technology License Agreement between us and Matsushita Electronics Corporation, dated as of June 29, 2000. (Filed with the SEC as Exhibit 10.28 to our Quarterly Report on Form 10-Q on November 14, 2000, SEC File No. 000-23441.)
10.10	Amended and Restated Wafer Supply Agreement between us and OKI Electric Industry Co., Ltd., dated as of April 1, 2003. (Filed with the SEC as Exhibit 10.31 to our Quarterly Report on Form 10-Q on August 7, 2003, SEC File No. 000-23441.)†
10.11	Wafer Supply Agreement between us and ZMD Analog Mixed Signal Services GmbH & Co. KG, dated as of May 23, 2003. (Filed with the SEC as Exhibit 10.32 to our Quarterly Report on Form 10-Q on August 7, 2003, SEC File No. 000-23441.)†
10.12	Amendment Number One to the Amended and Restated Wafer Supply Agreement between us and OKI Electric Industry Co., Ltd., effective as of August 11, 2004. (Filed with the SEC as Exhibit 10.22 to our Current Report on Form 8-K on April 18, 2006, SEC File No. 000-23441.)†

10.13	2014 Executive Officer Cash Compensation Arrangements and 2014 Bonus Plan (As described in Item 5.02 of our Current Report on Form 8-K filed with the SEC on January 31, 2014, SEC File No. 000-23441.)*
10.14	Form of Director Option Grant Agreement. (Filed with the SEC as Exhibit 10.9 to our Quarterly Report on Form 10-Q on May 6, 2009, SEC File No. 000-23441.)*
10.15	Amendment No. 1 to Nonstatutory Stock Option Agreements for Outside Directors, dated February 20, 2007, between us and Alan Bickell. (Filed with the SEC as Exhibit 10.35 to our Annual Report on Form 10-K on March 8, 2007, SEC File No. 000-23441.)*
10.16	Amendment No. 1 to Nonstatutory Stock Option Agreements for Outside Directors, dated February 20, 2007, between us and Nicholas Brathwaite. (Filed with the SEC as Exhibit 10.36 to our Annual Report on Form 10-K on March 8, 2007, SEC File No. 000-23441.)*

EXHIBIT NUMBER	DESCRIPTION
10.17	Amendment Number One to the Wafer Supply Agreement between Power Integrations International, Ltd. and Seiko Epson Corporation, with an effective date of December 19, 2008. (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q on May 6, 2009, SEC File No. 000-23441.)†
10.18	2007 Equity Incentive Plan, as amended and restated (Filed with the SEC as Exhibit 10.2 to our Quarterly Report on Form 10-Q on August 7, 2012, SEC File No. 000-23441.)*
10.19	Forms of Option Agreements under the 1997 Stock Option Plan with Executive Officers in connection with the Chief Executive Officer Benefits Agreement and the Executive Officer Benefits Agreements. (Filed with the SEC as Exhibit 10.40 to our Annual Report on Form 10-K on August 8, 2007, SEC File No. 000-23441.)*
10.20	Forms of Option Agreements under the 1997 Stock Option Plan. (Filed with the SEC as Exhibit 10.41 to our Annual Report on Form 10-K on August 8, 2007, SEC File No. 000-23441.)*
10.21	reserved
10.22	Amended and Restated Chief Executive Officer Benefits Agreement, dated as of August 8, 2007, and entered into August 15, 2007, between Power Integrations, Inc. and Balu Balakrishnan. (Filed with the SEC as Exhibit 10.3 to our Quarterly Report on Form 10-Q on November 9, 2007, SEC File No. 000-23441.)*
10.23	Amendment to Executive Officer Benefits Agreement, dated as of August 8, 2007, and entered into August 15, 2007, between Power Integrations, Inc. and Cliff Walker. (Filed with the SEC as Exhibit 10.6 to our Quarterly Report on Form 10-Q on November 9, 2007, SEC File No. 000-23441.)*
10.24	Executive Officer Benefits Agreement, dated as of August 8, 2007, and entered into August 15, 2007, between Power Integrations, Inc. and Doug Bailey. (Filed with the SEC as Exhibit 10.8 to our Quarterly Report on Form 10-Q on November 9, 2007, SEC File No. 000-23441.)*
10.25	reserved
10.26	Amendment Number Two to the Amended and Restated Wafer Supply Agreement between Power Integrations International, Ltd. and OKI Electric Industry Co., Ltd., effective as of April 1, 2008. (Filed with the SEC as Exhibit 10.5 to our Quarterly Report on Form 10-Q filed on August 8, 2008, SEC File No. 000-23441.)
10.27	Amendment Number Three to the Amended and Restated Wafer Supply Agreement between Power Integrations International, Ltd. and OKI Electric Industry Co., Ltd., effective as of June 9, 2008. (Filed with the SEC as Exhibit 10.5 to our Quarterly Report on Form 10-Q filed on August 8, 2008, SEC File No. 000-23441.)
10.28	Form of Performance Stock Unit Grant Notice and Performance Stock Unit Agreement. (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q on August 6, 2009, SEC File No. 000-23441.)*
10.29	Form of Performance Stock Unit Grant Notice and Performance Stock Unit Agreement (as used after to January 1, 2013). (Filed with the SEC as Exhibit 10.29 to our Annual Report on Form 10-K on February 22, 2013, SEC File No. 000-23441.)*
10.30	Forms of Option Agreements under the 2007 Equity Incentive Plan (Filed with the SEC as Exhibit 99.(d)(4) to our Schedule TO filed on December 3, 2008, SEC File No. 000-23441.)*
10.31	Wafer Supply Agreement, between Seiko Epson Corporation and Power Integrations International, Ltd. effective as of April 1, 2005. (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q filed on November 7, 2008, SEC File No. 000-23441.)†
10.32	Amendment Number Four to the Amended and Restated Wafer Supply Agreement between Power Integrations International, Ltd. and OKI Electric Industry Co., Ltd., dated September 15, 2008. (Filed with the SEC as

Exhibit 10.2 to our Quarterly Report on Form 10-Q filed on November 7, 2008, SEC File No. 000-23441.)†

10.33 Forms of Stock Option Agreements to be used in Director Equity Compensation Program. (Filed with the SEC as Exhibit 10.5 to our Quarterly Report on Form 10-Q filed on November 7, 2008, SEC File No. 000-23441.)*

10.34 Amendment to Immediately Exercisable Non-Qualified Stock Option Agreement between Power Integrations, Inc. and Balu Balakrishnan, dated February 2, 2009 (Filed with the SEC as Exhibit 10.59 to our Annual Report on Form 10-K on March 2, 2009, SEC File No. 000-23441.)*

10.35 Executive officer Benefits agreement, dated as of November 4, 2013, between Power Integrations, Inc. and Wolfgang Ademmer. (Filed with the SEC as Exhibit 10.35 to our Annual Report on Form 10-K on February 13, 2014, SEC File No. 000-23441.)*

10.36 Director Equity Compensation Program, as revised in July 2012 and January 2013. (Filed with the SEC as Exhibit 10.36 to our Annual Report on Form 10-K on February 22, 2013, SEC File No. 000-23441.)*

EXHIBIT NUMBER	DESCRIPTION
10.37	Amendment Number Five to the Amended and Restated Wafer Supply Agreement between Power Integrations International, Ltd. and OKI Semiconductor Co., Ltd., dated November 14, 2008 (Filed with the SEC as Exhibit 10.61 to our Annual Report on Form 10-K on March 2, 2009, SEC File No. 000-23441.)
10.38	Amendment No. 1 to the Power Integrations, Inc. 1997 Outside Directors Stock Option Plan, effective as of January 27, 2009 (Filed with the SEC as Exhibit 10.62 to our Annual Report on Form 10-K on March 2, 2009, SEC File No. 000-23441.)*
10.39	Power Integrations, Inc. Compliance Policy Regarding IRC Section 409A (Filed with the SEC as Exhibit 10.63 to our Annual Report on Form 10-K on March 2, 2009, SEC File No. 000-23441.)*
10.40	Amendment Number Five to the Amended and Restated Wafer Supply Agreement between Power Integrations International, Ltd. and XFAB Dresden GmbH & Co. KG, dated December 23, 2009. (Filed with the SEC as Exhibit 10.65 to our Annual Report on Form 10-K on February 26, 2010, SEC File No. 000-23441.) †
10.41	Amendment Number One to the Amended and Restated Wafer Supply Agreement between Power Integrations International, Ltd. and XFAB Dresden GmbH & Co. KG, effective as of July 20, 2005. (Filed with the SEC as Exhibit 10.66 to our Annual Report on Form 10-K on February 26, 2010, SEC File No. 000-23441.) †
10.42	Amendment No. 2 to Wafer Supply Agreement, between Seiko Epson Corporation and Power Integrations International, Ltd., entered into on January 5, 2011 (Filed with the SEC as Exhibit 10.47 to our Annual Report on Form 10-K filed on February 25, 2011, SEC File No. 000-23441.)†
10.43	Form of Restricted Stock Unit Grant Notice and Form of Restricted Stock Unit Award Agreement (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q on May 6, 2010, SEC File No. 000-23441.)*
10.44	Amendment No. 2 to the Power Integrations, Inc. 1997 Outside Directors Stock Option Plan, effective as of April 12, 2010 (Filed with the SEC as Exhibit 10.2 to our Quarterly Report on Form 10-Q filed on May 6, 2010, SEC File No. 000-23441.)*
10.45	Offer Letter, dated June 23, 2010, between Power Integrations, Inc. and Sandeep Nayyar (Filed with the SEC as Exhibit 10.2 to our Quarterly Report on Form 10-Q on August 6, 2010, SEC File No. 000-23441.).*
10.46	Executive Officer Benefits Agreement, dated July 22, 2010, between Power Integrations, Inc. and Sandeep Nayyar (Filed with the SEC as Exhibit 10.3 to our Quarterly Report on Form 10-Q on August 6, 2010, SEC File No. 000-23441.).*
10.47	Form of Restricted Stock Unit Grant Notice and Form of Restricted Stock Unit Award Agreement for executive officers for use prior to January 2013. (Filed with the SEC as Exhibit 10.6 to our Quarterly Report on Form 10-Q on August 6, 2010, SEC File No. 000-23441.)*
10.48	Form of Restricted Stock Unit Grant Notice and Form of Restricted Stock Unit Award Agreement for executive officers for use after January 2013. (Filed with the SEC as Exhibit 10.48 to our Annual Report on Form 10-K on February 22, 2013, SEC File No. 000-23441.)*
10.49	Outside Director Cash Compensation Arrangements (Filed with the SEC as Exhibit 10.3 to our Quarterly Report on Form 10-Q on November 3, 2010, SEC File No. 000-23441.).*
10.50	Amendment to Executive Officer Benefits Agreement between Power Integrations, Inc. and Sandeep Nayyar, dated October 29, 2010. (Filed with the SEC as Exhibit 10.57 to our Annual Report on Form 10-K filed on

February 25, 2011, SEC File No. 000-23441.)*

10.51 2013 Executive Compensation Arrangements (Described under Item 5.02 of our Current Report on Form 8-K, filed with the SEC on January 28, 2013, SEC File No. 000-23441.)*

10.52 Wafer Supply Agreement by and between Power Integrations, Inc. and NEC Electronics America, Inc., a California corporation ("NEC"), dated August 1, 2008.†

10.53 Amendment Number One to Wafer Supply Agreement by and between the Company and NEC, effective March 20, 2009. (Filed with the SEC as Exhibit 10.2 to our Quarterly Report on Form 10-Q filed on August 8, 2011, SEC File No. 000-23441.)†

10.54 Amendment to Executive Officer Benefits Agreement, dated as of August 8, 2007, and entered into August 15, 2007, between Power Integrations, Inc. and John Tomlin. (Filed with the SEC as Exhibit 10.5 to our Quarterly Report on Form 10-Q on November 9, 2007, SEC File No. 000-23441.)*

EXHIBIT NUMBER	DESCRIPTION
10.55	Amendment Number Three to Wafer Supply Agreement, effective as of February 1, 2012, by Power Integrations International Ltd. and Seiko Epson Corporation. (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q on May 8, 2012, SEC File No. 000-23441.) †
10.56	Wafer Supply Agreement, made and entered into as of this 1st day of October, 2010, by and between Power Integrations International, Ltd., and X-FAB Semiconductor Foundries AG. (Filed with the SEC as Exhibit 10.2 to our Quarterly Report on Form 10-Q on May 8, 2012, SEC File No. 000-23441.) †
10.57	reserved
10.58	reserved
10.59	reserved
10.60	Credit Agreement, dated July 5, 2012, by and between Power Integrations, Inc., Union Bank N.A. and Wells Fargo Bank, National Association. (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q on October 31, 2012, SEC File No. 000-23441.)
10.61	First Amendment to Credit Agreement dated December 17, 2012, between Power Integrations, Inc., Union Bank, N.A. and Wells Fargo Bank, National Association. (Filed with the SEC as Exhibit 10.61 to our Annual Report on Form 10-K on February 22, 2013, SEC File No. 000-23441.)
10.62	Second Amendment to Credit Agreement, dated April 1, 2014, by and between Power Integrations, Inc., Union Bank N.A. and Wells Fargo Bank, National Association. (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.)
10.63	First Amendment to Amended and Restated Chief Executive Officer Benefits Agreement, dated June 3, 2013, between Power Integrations, Inc. and Balu Balakrishnan. (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q on August 1, 2013, SEC File No. 000-23441.)*
10.64	Second Amendment to Executive Officer Benefits Agreement, dated as of May 13, 2013, between Power Integrations, Inc. and Sandeep Nayyar. (Filed with the SEC as Exhibit 10.2 to our Quarterly Report on Form 10-Q on August 1, 2013, SEC File No. 000-23441.)*
10.65	Executive Officer Benefits Agreement, dated as of April 18, 2013, between Power Integrations, Inc. and Ben Sutherland. (Filed with the SEC as Exhibit 10.3 to our Quarterly Report on Form 10-Q on August 1, 2013, SEC File No. 000-23441.)*
10.66	Second Amendment to Executive Officer Benefits Agreement, dated as of May 30, 2013, between Power Integrations, Inc. and John Tomlin. (Filed with the SEC as Exhibit 10.4 to our Quarterly Report on Form 10-Q on August 1, 2013, SEC File No. 000-23441.)*
10.67	First Amendment to Executive Officer Benefits Agreement, dated as of May 8, 2013, between Power Integrations, Inc. and Doug Bailey. (Filed with the SEC as Exhibit 10.5 to our Quarterly Report on Form 10-Q on August 1, 2013, SEC File No. 000-23441.)*
10.68	Second Amendment to Executive Officer Benefits Agreement, dated as of May 6, 2013, between Power Integrations, Inc. and Cliff Walker. (Filed with the SEC as Exhibit 10.6 to our Quarterly Report on Form 10-Q on August 1, 2013, SEC File No. 000-23441.)*
10.69	Second Amendment to Executive Officer Benefits Agreement, dated as of April 22, 2013, between Power Integrations, Inc. and Derek Bell. (Filed with the SEC as Exhibit 10.7 to our Quarterly Report on Form 10-Q on August 1, 2013, SEC File No. 000-23441.)*

10.70 Development Addendum to Wafer Supply Agreement, dated September 22, 2013, between Seiko Epson Corporation and Power Integrations International Ltd. (Filed with the SEC as Exhibit 10.1 to our Quarterly Report on Form 10-Q on November 1, 2013, SEC File No. 000-23441.)†

10.71 Executive officer Benefits agreement, dated as of July 26, 2013, between Power Integrations, Inc. and Radu Barsan. (Filed with the SEC as Exhibit 10.2 to our Quarterly Report on Form 10-Q on November 1, 2013, SEC File No. 000-23441.)*

10.72 Executive officer Benefits agreement, dated as of July 26, 2013, between Power Integrations, Inc. and Mike Matthews. (Filed with the SEC as Exhibit 10.3 to our Quarterly Report on Form 10-Q on November 1, 2013, SEC File No. 000-23441.)*

10.73 Amendment Number One to Wafer Supply Agreement, effective as of January 1, 2014, between Power Integrations International, Ltd., and X-FAB Semiconductor Foundries AG. (Filed with the SEC as Exhibit 10.2 to our Quarterly Report on Form 10-Q/A on September 19, 2014, SEC File No. 000-23441.) †

EXHIBIT NUMBER	DESCRIPTION
10.74	Amended and Restated Chief Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and Balu Balakrishnan. (Filed with the SEC as Exhibit 10.3 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.75	Amended and Restated Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and John Tomlin. (Filed with the SEC as Exhibit 10.4 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.76	Amended and Restated Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and Cliff Walker. (Filed with the SEC as Exhibit 10.5 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.77	Amended and Restated Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and Doug Bailey. (Filed with the SEC as Exhibit 10.6 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.78	Amended and Restated Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and Ben Sutherland. (Filed with the SEC as Exhibit 10.7 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.79	Amended and Restated Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and Sandeep Nayyar. (Filed with the SEC as Exhibit 10.8 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.8	Amended and Restated Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and Wolfgang Ademmer. (Filed with the SEC as Exhibit 10.9 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.81	Amended and Restated Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and Mike Matthews. (Filed with the SEC as Exhibit 10.10 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.82	Amended and Restated Executive Officer Benefits Agreement, dated as of May 1, 2014, between Power Integrations, Inc. and Radu Barsan. (Filed with the SEC as Exhibit 10.11 to our Quarterly Report on Form 10-Q on May 5, 2014, SEC File No. 000-23441.) *
10.83	Compensation arrangement with Balu Balakrishnan (described in Item 5 of Part II of our Quarterly Report on Form 10-Q filed on May 5, 2014, SEC File No. 000-23441, and incorporated by reference here).*
10.84	Form of Long Term Performance Stock Unit Notice and Agreement
14.1	Code of Business Conduct and Ethics (Filed with the SEC as the like described exhibit to our Current Report on Form 8-K on February 4, 2008, SEC File No. 000-23441.)
21.1	List of subsidiaries.
23.1	Consent of Independent Registered Public Accounting Firm.
24.1	Power of Attorney (See signature page).
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.**
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.**
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

All references in the table above to previously filed documents or descriptions are incorporating those documents and descriptions by reference thereto.

† This Exhibit has been filed separately with the Commission pursuant to an application for confidential treatment. The confidential portions of this Exhibit have been omitted and are marked by an asterisk.

* Indicates a management contract or compensatory plan or arrangement.

** The certifications attached as Exhibits 32.1 and 32.2 accompanying this Form 10-K, are not deemed filed with the SEC, and are not to be incorporated by reference into any filing of Power Integrations, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Form 10-K, irrespective of any general incorporation language contained in such filing.

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

WAFER SUPPLY AGREEMENT

This Agreement ("Agreement") is made and entered into as of this 1 ST day of August, 2008 (the "Effective Date"), by and between:

(1) POWER INTEGRATIONS INTERNATIONAL LTD., a Cayman Islands corporation having a place of business at 4th Floor, Century Yard, Cricket Square, Elgin Avenue, P.O. Box 32322, Grand Cayman KY1 – 1209 ("POWER INTEGRATIONS");

and

(2) NEC Electronics America, Inc, a California corporation with a place of business at 2880 Scott Blvd., Santa Clara, CA 95050 ("NECELAM")

WITNESSETH:

WHEREAS, NECELAM is engaged in providing wafer foundry services for semiconductor companies; and

WHEREAS, POWER INTEGRATIONS is engaged in the design, development, marketing and sale of various integrated circuit products for use in power conversion applications; and

WHEREAS, POWER INTEGRATIONS desires NECELAM to fabricate and supply wafers of certain integrated circuit products, and NECELAM is willing to fabricate and supply such wafers to POWER INTEGRATIONS in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, POWER INTEGRATIONS and NECELAM hereby agree as follows:

Article 1 (Definitions)

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

When used throughout this Agreement, each of the following terms shall have the meaning indicated below:

1.1 COMMON SPECIFICATION(S): The specifications for the production, delivery and acceptance of the WAFERS which will be provided by PI.

1.2 CONFIDENTIAL INFORMATION: Technical information, and other non−public information relating to PI or SUPPLIER, including software in a human-readable or machine-readable form and regardless of whether recorded on paper, tape, diskette or any other media, which is disclosed by the disclosing party to the receiving party and, subject to Section 1.3 ("CONFIDENTIAL MANUFACTURING INFORMATION"), which (i) if first disclosed in writing or other tangible form, is identified by appropriate legend, as confidential or proprietary or, (ii) if first disclosed orally or in other intangible form, is identified as confidential or proprietary information at the time of disclosure, and confirmed by a written summary thereof designated, by appropriate legend, as confidential or proprietary, and delivered to the receiving party within thirty (30) days after such oral or other intangible disclosure. Notwithstanding the foregoing, all information generated by the activities and actions of SUPPLIER under this Agreement on PI's behalf (other than SUPPLIER IMPROVEMENTS) and any information, including all PI INTELLECTUAL PROPERTY received or created by SUPPLIER, shall also be considered PI's CONFIDENTIAL INFORMATION even if not identified as such.

1.3 CONFIDENTIAL MANUFACTURING INFORMATION: All CONFIDENTIAL INFORMATION of PI or SUPPLIER, as applicable, whether in written, electronic, oral or other form, relating to the PI PROCESS or the SUPPLIER PROCESS, as applicable, and conveyed by the disclosing party to the receiving party by any means including, without limitation, during a meeting between the parties, by phone, letter, email or facsimile, whether or not declared or marked confidential and whether or not it is subsequently described in writing.

1.4 ENGINEERING PRODUCTION: The production by SUPPLIER of WAFERS for engineering development.

1.5 EXPEDITED VOLUME PRODUCTION: The expedited VOLUME PRODUCTION of WAFERS by SUPPLIER in a manner that ships the WAFERS in a shorter time than normal VOLUME PRODUCTION.

1.6 FOUNDRY CAPACITY: The capacity or output as set forth in Exhibit A (FOUNDRY CAPACITY and PI ANNUAL FORECAST).

1.7 INDIVIDUAL SALES CONTRACTS: Individual contracts of sale and purchase of the WAFERS that will be concluded between SUPPLIER and PI pursuant to this Agreement.

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

1.8 INTELLECTUAL PROPERTY RIGHTS: Copyrights, patent rights, trade secret rights, moral rights, mask work rights and all other intellectual or proprietary rights of any kind.

1.9 MASK SPECIFICATIONS: The specifications (e.g. critical dimensions, GDSII database) provided by PI for the production, delivery and acceptance of the MASK TOOLING SETS. MASK SPECIFICATIONS do not include any SUPPLIER INTELLECTUAL PROPERTY RIGHTS related to the MASK TOOLING SETS.

1.10 MASK TOOLING SETS: Those mask tooling sets for use in making WAFERS.

1.11 PI: POWER INTEGRATIONS and any of its SUBSIDIARIES.

1.12 PI IMPROVEMENTS: Any modification or change, made during the term of this Agreement, to the PI INTELLECTUAL PROPERTY that has been made solely by PI, or SUPPLIER or made jointly by PI and SUPPLIER excluding SUPPLIER IMPROVEMENTS.

1.13 PI INTELLECTUAL PROPERTY: The PI PROCESS, the COMMON SPECIFICATIONS, the MASK SPECIFICATIONS, MASK TOOLING SETS and the associated mask databases therefor, the PI IMPROVEMENTS, and all know−how related to the foregoing.

1.14 PI PROCESS: PI's process technologies, which are implemented in the SUPPLIER wafer fabrication facility to produce the WAFERS, and of which the detailed specification is specified in the COMMON SPECIFICATIONS, plus all PI IMPROVEMENTS.

1.15 PILOT PRODUCTION: The production by SUPPLIER of WAFERS for the purpose of evaluation by PI.

1.16 PRODUCTS: Any and all integrated circuit products of PI manufactured in accordance with the PI PROCESS.

1.17 RAW WAFERS: Virgin wafers that are exclusively for the PI PROCESS.

1.18 REVIEW PERIOD: The period of time as set forth in Exhibit A (FOUNDRY CAPACITY and PI ANNUAL FORECAST) for the parties to jointly review the PI ANNUAL FORECAST and the FOUNDRY CAPACITY.

1.19 SUBSIDIARY: Any corporation, company or other entity in which SUPPLIER or SUPPLIER's PARENT CORPORATION or PI, as the case may be, owns and/or controls, directly or indirectly, now or hereafter, more than fifty percent (50%) of the outstanding shares of stock entitled to vote for the election of directors or their equivalents regardless of the form thereof (other than any shares of stock whose voting rights are subject to restriction); provided, however, that any entity which would be a SUBSIDIARY by reason of the foregoing shall be considered a SUBSIDIARY only so long as such ownership or control exists.

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1.20 SUPPLIER: NECELAM and any of its SUBSIDIARIES.

1.21 SUPPLIER IMPROVEMENTS: Any modification or change, made during the term of this Agreement, to the PI INTELLECTUAL PROPERTY that (i) are made solely by SUPPLIER without use of CONFIDENTIAL INFORMATION of PI, and (ii) SUPPLIER has a substantial use for other than manufacturing or incorporation into PRODUCTS, and (iii) are based solely on the SUPPLIER PROCESS.

1.22 SUPPLIER INTELLECTUAL PROPERTY: (i) The SUPPLIER PROCESS, and (ii) the SUPPLIER IMPROVEMENTS.

1.23 SUPPLIER's PARENT CORPORATION: NEC Electronics Corporation.

1.24 SUPPLIER PROCESS: SUPPLIER's standard process technology steps, including improvements and related know how, from SUPPLIER owned or controlled technologies, developed exclusively by SUPPLIER without the use of PI CONFIDENTIAL INFORMATION and implemented in the SUPPLIER wafer fabrication facility to produce the WAFERS.

1.25 VOLUME PRODUCTION: The production by SUPPLIER of WAFERS for the volume production of PRODUCTS.

1.26 WAFER(S): Non-probed [*]-inch silicon wafers manufactured in [*], California by SUPPLIER for PI in accordance with the COMMON SPECIFICATION.

1.27 WAFER TYPE . The different types of WAFERS (e.g., size, processing, location of manufacture) as defined by the COMMON SPECIFICATION.

Article 2 (Foundry Commitment and Forecasts)

2.1 SUPPLIER agrees to commit to PI the FOUNDRY CAPACITY. Annually, during the term of this Agreement, PI will provide SUPPLIER with a non−binding twelve (12) month forecast of WAFER orders by WAFER TYPE ("PI ANNUAL FORECAST").

2.2 Annually, during the term of this Agreement, and during the REVIEW PERIOD prior to the beginning of the next calendar year, SUPPLIER and PI will jointly review the PI ANNUAL FORECAST and SUPPLIER's FOUNDRY CAPACITY for such next calendar year.

2.3 Annually, during the term of this Agreement, no later than the last business day of the REVIEW PERIOD, SUPPLIER will commit to a FOUNDRY CAPACITY for the next calendar year, at each of the SUPPLIER's plants making WAFERS for PI, in an amount no less than [*]%) of PI's total WAFER purchases by WAFER TYPE during the previous calendar year. The maximum allocated capacity ("MAX FOUNDRY CAPACITY") will be [*] WAFERS per month, unless both parties agree to a greater amount.

2.4 During each calendar year during the Term of this Agreement, SUPPLIER shall accept up to a [*]%) upside request over the current FOUNDRY CAPACITY, by WAFER TYPE ("UPSIDE WAFERS"),

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upon a [*] month advance Notice from PI, unless the current FOUNDRY CAPACITY represents [*]%) of SUPPLIER's total capacity in which case such advance Notice shall be a [*] month Notice. Notwithstanding anything to the contrary herein, any INDIVIDUAL SALES CONTRACT for UPSIDE WAFERS shall not be subject to rescheduling or cancellation, and PI shall pay SUPPLIER the full price stated in such INDIVIDUAL SALES CONTRACT.

2.5 SUPPLIER can request PI to negotiate to reduce the committed FOUNDRY CAPACITY, by WAFER TYPE, for the then current calendar year, if SUPPLIER and PI determine that PI will not order at least [*]%) of the PI ANNUAL FORECAST by WAFER TYPE. Any negotiated reduction in FOUNDRY CAPACITY must be agreed to by PI in writing.

2.6 During the Term of this Agreement, PI shall provide SUPPLIER, on or before a mutually agreed day of each calendar month, a written [*] month rolling forecast ("PI MONTHLY FORECAST") of the quantity of the WAFERS of each PRODUCT within a WAFER TYPE to be manufactured and delivered to PI during the [*] month period corresponding thereto. Such forecast shall be in conformity with the FOUNDRY CAPACITY.

2.7 PI must order at least the quantity of WAFERS by WAFER TYPE forecasted in the first [*] months of the PI MONTHLY FORECAST unless SUPPLIER agrees in writing to any change thereto. PI may revise the quantity for each of the last [*] months of each PI MONTHLY FORECAST without penalty or charge.

2.8 In spite of the preceding paragraph, within [*] months of the date of each PI MONTHLY FORECAST, PI must order at least the minimum quantity of WAFERS necessary to consume all the RAW WAFERS purchased by SUPPLIER to meet such un-revised PI MONTHLY FORECAST.

2.9 If VOLUME PRODUCTION of at least [*] WAFERS per month is not obtained by the end of calander year [*], SUPPLIER will have the right to issue a [*] day Notice that the process will be stopped in [*] months. SUPPLIER will work with PI to convert PI's requirements into a compatible technology from SUPPLIER's newer offerings or accept a last time buy from PI. Any last time buy will be scheduled for delivery within such [*] month period after such Notice and PI must purchase any unused RAW WAFERS.

2.10 For purposes of Section 17.13 (Limitation of Liability) on capacity commitment, if during the [*] of this Agreement's original term, the SUPPLIER closes its [*]-inch line at [*], such closure will not be deemed a breach intentionally benefitting supplier if SUPPLIER offers to make the PI Process at: a) an [*]-inch line at [*] or b) another [*]-inch fab of the SUPPLIER's PARENT CORPORATION.

Article 3 (Sale and Purchase of WAFERS; MASK TOOLING SETS)

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3.1 PI shall purchase WAFERS from SUPPLIER and SUPPLIER shall sell such WAFERS to PI, in accordance with the terms and conditions of this Agreement.

3.2 PI shall submit to SUPPLIER a purchase order ("PO") for the WAFERS in accordance with the terms and conditions of this Agreement. Each PO shall be subject to acceptance by SUPPLIER through issuance of a written confirmation within five (5) business days of receipt of the PO. Upon SUPPLIER's confirmation, the PO terms of total quantity, delivery date, delivery location and pricing shall constitute an INDIVIDUAL SALES CONTRACT which will be deemed to incorporate all of the terms and conditions of this Agreement.

3.3 Each confirmed PO shall be irrevocable except as set forth in Section 2.7. For any INDIVIDUAL SALES CONTRACT, the quantity of WAFERS, ordered for each PRODUCT, within a WAFER TYPE can be modified by PI if PI provides Notice of any changes at least [*] business days before the WAFERS are started so long as the total quantity of WAFERS is not less than the original quantity ordered for that WAFER TYPE.

3.4 The mask databases for creating MASK TOOLING SETS for WAFERS of any PRODUCT shall be supplied by PI to SUPPLIER in a timely manner. SUPPLIER shall immediately notify PI in detail of any defect or non-conformity in the MASK TOOLING SETS caused by the mask databases. Upon such Notice, PI shall either provide corrected mask databases and pay for corrected MASK TOOLING SETS or, notwithstanding any other provision of this Agreement, PI can cancel the INDIVIDUAL SALES CONTRACT for the affected WAFERS, upon Notice to SUPPLIER, without any liability except for affected WAFER work in progress ("WIP") and WAFER inventory that was manufactured in accordance with the PO schedule.

3.5 SUPPLIER will produce or procure the MASK TOOLING SETS for the WAFERS in accordance with the MASK SPECIFICATIONS. The cost of production or procurement of the MASK TOOLING SETS shall be paid by PI and the MASK TOOLING SETS shall be owned by PI except SUPPLIER retains sole and exclusive possession of the MASK TOOLING SETS. The price and terms to PI for the MASK TOOLING SETS shall be SUPPLIER'S cost to produce or procure them, and shall be commercially reasonable. SUPPLIER will produce or procure the MASK TOOLING SETS within [*] working days after the receipt of the MASK SPECIFICATIONS from PI. Upon request from PI, SUPPLIER will produce or procure the MASK TOOLING SETS on an expedited basis. MASK TOOLING SETS will be held by SUPPLIER and will only be used to produce WAFERS. SUPPLIER shall not destroy MASK TOOLING SETS unless certain MASK TOOLING SETS are not used to produce WAFERS for any consecutive [*] month period upon which SUPPLIER may provide a [*] day Notice requesting PI to either allow for

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destruction of such MASK TOOLING SETS or pay [*] per such MASK TOOLING SETS for storage for an additional [*] month period.

Article 4 (Intellectual Property Rights)

4.1 Subject to the licenses granted to the other party in this Agreement, all INTELLECTUAL PROPERTY RIGHTS owned or controlled by a party as of the Effective Date shall continue to be owned or controlled by such party.

4.2 PI is and shall remain the sole and exclusive owner of all rights (including INTELLECTUAL PROPERTY RIGHTS), title and interest in and to the PI INTELLECTUAL PROPERTY. PI grants SUPPLIER a limited, non- transferable, non-exclusive royalty-free and fully paid-up license, without the right to sublicense, under the PI INTELLECTUAL PROPERTY for the sole purpose of using it internally to manufacture, test, and evaluate WAFERS for PI, and to, sell and offer to sell, WAFERS to PI. Notwithstanding any other statement in this Agreement, the foregoing license shall not survive expiration or termination of this Agreement. SUPPLIER may not (i) use the PI INTELLECTUAL PROPERTY for any purpose other than to manufacture WAFERS (except to the extent permitted pursuant to Section 4.6), or (ii) license it to any third party.

4.3 PI shall be the sole and exclusive owner of all right, title and interest in the PI IMPROVEMENTS, MASK SPECIFICATIONS and MASK TOOLING SETS. SUPPLIER hereby irrevocably and unconditionally transfers and assigns to PI all of SUPPLIER’s right, title and interest worldwide in the PI IMPROVEMENTS, MASK SPECIFICATIONS and MASK TOOLING SETS. PI agrees to use any PI IMPROVEMENTS that include SUPPLIER INTELLECTUAL PROPERTY or SUPPLIER PARENT CORPORATION’S INTELLECTUAL PROPERTY RIGHTS solely in connection with PRODUCTS developed or manufactured by or on behalf of PI.

4.4 SUPPLIER will promptly disclose to PI in writing all PI IMPROVEMENTS upon their creation.

4.5 SUPPLIER shall, in a timely manner and at PI’s expense, take all reasonable actions reasonably requested by PI, to assist PI in perfecting and enforcing its rights in the PI IMPROVEMENTS, MASK SPECIFICATIONS and MASK TOOLING SETS. Such actions shall include but not be limited to execution of assignments, patent applications and other documents.

4.6 Subject to all of the terms and conditions of this Agreement and notwithstanding Section 4.2, PI hereby grants to SUPPLIER a non-exclusive, irrevocable, perpetual, royalty-free and fully-paid-up, non-transferable, worldwide, right and license to use, modify, reproduce, (but not sub-license) the PI IMPROVEMENTS for SUPPLIER’s internal use only. Notwithstanding the foregoing, no license is granted

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to the PI IMPROVEMENTS for the purpose of SUPPLIER providing foundry service or other benefit to a third party.

4.7 In the event that any portion of Section 4.3 is declared invalid or illegal according to any applicable law, (a) SUPPLIER hereby waives and agrees never to assert such right, title and interest, including any moral rights or similar rights, against PI or PI's licensees and (b) the parties hereby modify such portion, effective upon such declaration, in such manner as shall secure for PI an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license under all INTELLECTUAL PROPERTY RIGHTS, with rights to sublicense through one or more level(s) of sublicensee(s), to use, modify, reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, and otherwise exploit in any manner, such rights in the PI IMPROVEMENTS, MASK SPECIFICATIONS and MASK TOOLING SETS to the maximum extent permitted by applicable law.

4.8 SUPPLIER shall be the sole and exclusive owner of all right, title and interest in the SUPPLIER IMPROVEMENTS. SUPPLIER will promptly disclose to PI in writing all SUPPLIER IMPROVEMENTS upon their creation.

4.9 SUPPLIER agrees not to use the PI INTELLECTUAL PROPERTY or any license under this Agreement, in whole or in part, or any knowledge gained by SUPPLIER through producing WAFERS, to develop an equivalent or competing process to the PI PROCESS, or other product or service that would compete with PI.

Article 5 (WAFER Production)

5.1 ENGINEERING PRODUCTION

5.1.1 For ENGINEERING PRODUCTION, PI may place an order with SUPPLIER for WAFERS up to a maximum of [*] WAFERS and a minimum of [*] WAFERS for each WAFER TYPE, or any other quantity agreed to in writing by the parties. SUPPLIER will use commercially reasonable efforts to ship WAFERS in ENGINEERING PRODUCTION to PI in [*] working days after receiving the applicable MASK SPECIFICATIONS .

5.1.2 Any output of the ENGINEERING PRODUCTION will be shipped to PI immediately upon completion. If the WAFERS output is less than [*] of the ordered quantity for an order of [*] or less ENGINEERING WAFERS, SUPPLIER will inform PI of the output quantity of the WAFERS and if PI requires to have the shortage covered, SUPPLIER will re-input the WAFERS to cover the shortage of quantity at no additional cost to PI ("RECOVERY WAFERS"). If the WAFERS output is less than [*] of the ordered quantity for an order of greater than [*] ENGINEERING WAFERS, SUPPLIER will inform PI of the output quantity of the WAFERS and PI will elect to either have the shortage covered by restarting WAFERS

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at no additional cost to PI ("RECOVERY WAFERS") or closing the PO short and only paying for the finished WAFERS.

5.2 PILOT PRODUCTION

5.2.1 For the PILOT PRODUCTION, PI may place an order with SUPPLIER for a minimum of [*] WAFERS, or multiples thereof, per each PRODUCT, or any other quantity agreed to in writing by the parties.

5.2.2 SUPPLIER will use commercially reasonable efforts to ship to PI WAFERS in PILOT PRODUCTION of each PRODUCT within [*] working days after availability of the MASK TOOLING SETS for such PRODUCT.

5.2.3 The output of the PILOT PRODUCTION will be shipped to PI if such WAFERS output is at least [*] of the ordered quantity. If the WAFERS output is less than [*] of the ordered quantity, SUPPLIER will inform PI of the output quantity of the WAFERS and if PI requires to have the shortage covered, SUPPLIER will re-input the WAFERS to cover the shortage of quantity at no additional cost to PI.

5.3 VOLUME PRODUCTION

5.3.1 For VOLUME PRODUCTION, PI shall place an order with SUPPLIER for a minimum of [*] WAFERS, or multiples thereof, per each PRODUCT, or any other quantity agreed to in writing by the parties.

5.3.2 For VOLUME PRODUCTION, SUPPLIER will ship the first (1st) shipment of the WAFERS ordered by PI for that month no later than [*] working days after the start of the production as per PI's PO for such PRODUCTS, unless PI's PO specifies a later delivery date. The rest of such ordered WAFERS for that month will be shipped so that PI receives all such WAFERS, in equal weekly quantities to the extent practicably possible, within [*] working days after the first (1st) shipment. SUPPLIER shall use commercially reasonable efforts to minimize such number of working days.

5.3.3 For EXPEDITED VOLUME PRODUCTION, SUPPLIER will ship the first (1st) shipment of the WAFERS ordered by PI for that month no later than [*] working days after the start of the production as per PI's PO for such PRODUCTS, unless PI's PO specifies a later delivery date. The rest of such ordered WAFERS for that month will be shipped so that PI receives all such WAFERS, in equal weekly quantities to the extent practicably possible, within [*] working days after the first (1st) shipment. SUPPLIER shall use commercially reasonable efforts to minimize such number of working days. EXPEDITED VOLUME PRODUCTION has a higher priority than standard VOLUME PRODUCTION and are called hot lots.

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5.3.4 SUPPLIER will ship monthly orders in quantities not less than [*] of the quantities ordered of each PRODUCT.

Article 6 (Delivery)

6.1 The terms of delivery of the WAFERS shall be DAF (as such terms are defined in Incoterms 2000) to the delivery location per the PO.

6.2 The title and risk of loss in and to the WAFERS delivered by SUPPLIER to PI shall transfer from SUPPLIER to PI at the DAF point. PI shall have the right to designate a freight forwarder, subject to SUPPLIER's reasonable approval.

6.3 SUPPLIER will deliver the WAFERS within the number of calendar days specified in the INDIVIDUAL SALES CONTRACT. In the event that SUPPLIER foresees a delay in the delivery schedule of the WAFERS, SUPPLIER shall make a commercially reasonable effort to correct any delay and SUPPLIER shall promptly notify PI of such delay and submit to PI the new delivery schedule. PI will have the right to cancel, without liability, the INDIVIDUAL SALES CONTRACT for the delayed WAFERS, except for RECOVERY WAFERS, if the delay is greater than [*] days and if such delay is not caused solely by PI.

6.4 SUPPLIER shall pack the WAFERS in accordance with the packing standards defined in the COMMON SPECIFICATIONS.

6.5 SUPPLIER shall collect PCM data ("PCM DATA"), as defined in the COMMON SPECIFICATIONS, on the manufactured WAFERS. SUPPLIER will send the PCM DATA electronically to PI before the WAFERS are received by PI. The PCM DATA will be accurate and complete for all WAFERS and sent in a mutually agreed upon format.

6.6 If PI determines, in consultation with SUPPLIER, that the WAFERS currently being manufactured will not meet the PRODUCTS requirements, PI can, notwithstanding any other provision of this Agreement, cancel the INDIVIDUAL SALES CONTRACT for the affected WAFERS by Notice to SUPPLIER without any liability except for the affected WAFER WIP and WAFER inventory that was manufactured in accordance with the PO schedule, upon Notice to SUPPLIER.

Article 7 (Test and Inspection)

7.1 PI shall conduct incoming inspection of the WAFERS, by WAFER TYPE, to determine the WAFERS' conformance to the COMMON SPECIFICATIONS. The PCM DATA is required and SUPPLIER's test results will be supplied in a timely manner by SUPPLIER for the incoming inspection of the WAFERS. Any omission, inaccuracy or other defect in the PCM DATA will in itself be sufficient cause to reject the WAFERS. This inspection shall be regarded as final in terms of quality, quantity and other

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conditions of the WAFERS supplied to PI, which are subject to SUPPLIER's warranty as defined in Section 11.1.

7.2 PI shall notify SUPPLIER which of the WAFERS have been accepted by PI within [*] business days after receipt of the WAFERS by PI. PI will owe SUPPLIER payment only for the quantity of WAFERS that have been accepted by PI. Should PI fail to notify, SUPPLIER within the said [*] days, the WAFERS shall be deemed to have been accepted by PI.

7.3 SUPPLIER shall not be liable for: (i) any non-conformity in the WAFERS that is not attributable to SUPPLIER and was caused by abuse, misuse, neglect, improper transportation, improper installation, improper operation, improper use, improper testing, improper storage, improper maintenance, repair, alteration, modification, tampering, accident or unusual deterioration and/or degradation of such WAFERS due to conditions of the physical environment beyond the tolerance requirements set forth in the COMMON SPECIFICATIONS; or (ii) any defects and/or failures of the WAFERS which are attributable to the design, testing and/or assembly of the PRODUCTS. SUPPLIER shall not be held responsible for the defects, failures and yield problems of the WAFERS if the WAFERS meet the specifications set forth in the COMMON SPECIFICATIONS.

7.4 SUPPLIER may make a written special waiver request to PI to ship WAFERS that do not comply with the COMMON SPECIFICATIONS. If PI approves such special waiver request in writing, which approval may include special terms and conditions, SUPPLIER may ship such non-complying WAFERS under such terms and conditions.

Article 8 (Process and Specification Changes)

8.1 SUPPLIER shall notify PI in writing as soon as possible, in advance, of any process change which requires PI's change in any database or which would affect the quality, reliability, manufacturability, form, fit or function of the PRODUCTS. Each such process change shall be subject to PI's prior written approval. Notwithstanding any other provision of this Agreement, if PI does not approve the process change, and such process change is implemented, PI will have the right to cancel, without liability, any INDIVIDUAL SALES CONTRACT affected by the process change.

8.2 PI shall have sole responsibility for the control, maintenance, distribution and modification of the COMMON SPECIFICATIONS including but not limited to the addition and maintenance of applicable process, inspection, quality and procurement specifications. PI will notify SUPPLIER of any changes to the COMMON SPECIFICATIONS by providing a copy of the amended COMMON SPECIFICATIONS to SUPPLIER. SUPPLIER will acknowledge acceptance of the amended COMMON SPECIFICATIONS in writing and SUPPLIER's acceptance will not be unreasonably withheld, conditioned or delayed. In the case

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of any issue with the COMMON SPECIFICATIONS, SUPPLIER agrees that PI is the ultimate authority on the COMMON SPECIFICATIONS.

Article 9 (Price)

9.1 The prices of the WAFERS, which are produced both in the PILOT PRODUCTION and the VOLUME PRODUCTION are set forth in Exhibit B (PRICES) attached hereto. Any modifications thereto must be agreed upon by SUPPLIER and PI in writing, either as an amendment to Exhibit B (PRICES) or as part of an INDIVIDUAL SALES CONTRACT. SUPPLIER and PI may jointly review and revise the WAFERS price, by WAFER TYPE, within [*] days of the close of each half of SUPPLIER's fiscal year or upon a material change to the COMMON SPECIFICATIONS.

Article 10 (Payments)

10.1 Payment for the WAFERS shall be net and by wire transfer [*] days after receipt of invoice. SUPPLIER agrees to negotiate terms or alternate forms of payment as proposed by PI.

Article 11 (Warranty, Indemnification)

11.1 SUPPLIER warrants that the WAFERS sold to PI will conform to the COMMON SPECIFICATIONS. PI shall notify SUPPLIER in writing of any defect or non-conformity of said WAFERS within [*] days after notification of acceptance per Section 7.2 above. SUPPLIER's sole obligations under this warranty are limited to, at PI's option, (i) replacing or reworking any nonconforming WAFERS returned to SUPPLIER's manufacturing facility with transportation charges prepaid, or (ii) SUPPLIER crediting PI an amount equal to the purchase price of such WAFERS.

11.2 Notwithstanding anything to the contrary in this Agreement, the warranty in Section 11.1 shall not apply, and SUPPLIER shall have no liability or obligation to PI under Section 11.1 with respect to: (i) any non-conformity in the WAFERS that is not attributable to SUPPLIER and was caused by abuse, misuse, neglect, improper transportation, improper installation, improper operation, improper use, improper testing, improper storage, improper maintenance, repair, alteration, modification, tampering, accident or unusual deterioration and/or degradation of such WAFERS due to conditions of the physical environment beyond the tolerance requirements set forth in the COMMON SPECIFICATIONS; or (ii) any defects and/or failures of the WAFERS attributable to the design, testing and/or assembly of the PRODUCTS or the back-end processing of the WAFERS (including, without limitation, cutting and packaging thereof). No agent,

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employee or representative of SUPPLIER has any authority to bind SUPPLIER to any affirmation, representation or warranty relating to the Products other than as specifically provided herein.

11.3 SUPPLIER shall defend, indemnify and hold harmless PI, its officers, directors, employees and representatives from and against any claim, demand, cause of action, debt, or liability, including reasonable attorneys' fees, relating to or ar1smg from allegations that the SUPPLIER PROCESS, SUPPLIER IMPROVEMENTS and any SUPPLIER contributions to the PI INTELLECTUAL PROPERTY used to produce WAFERS or the resulting WAFERS infringes any INTELLECTUAL PROPERTY RIGHTS or other right of any kind of a third party; provided that SUPPLIER is promptly notified in writing of the action and is allowed to assume and control the defense thereof. SUPPLIER shall pay all damages and costs awarded therein, but shall not be responsible for any compromise or settlement made without SUPPLIER's written consent.

11.4 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO EXPRESS OR IMPLIED WARRANTIES ARE MADE BY SUPPLIER RELATING TO THE WAFERS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH REGARD TO ANY OF THE PI INTELLECTUAL PROPERTY OR THE SUPPLIER INTELLECTUAL PROPERTY, AS THE CASE MAY BE.

11.5 PI shall defend, indemnify and hold harmless SUPPLIER, its officers, directors, employees and representatives from and against any claim, demand, cause of action, debt, or liability, including reasonable attorneys' fees, relating to or arising from allegations that the PI PROCESS and any PI contributions to the PI IMPROVEMENTS used to produce WAFERS infringes any INTELLECTUAL PROPERTY RIGHTS or other right of any kind of a third party; provided that PI is promptly notified in writing of the action and is allowed to assume and control the defense thereof. PI shall pay all damages and costs awarded therein, but shall not be responsible for any compromise or settlement made without PI's written consent.

11.6 Notwithstanding Section 13.7, SUPPLIER shall keep records for [*] years, notwithstanding the termination of this Agreement, of the WAFERS manufactured and summaries of their process monitors. SUPPLIER agrees to permit such records to be examined and copied by PI or PI's authorized representative, upon reasonable prior Notice to SUPPLIER, during normal business hours at SUPPLIER's offices. Such records shall be deemed to be PI's CONFIDENTIAL INFORMATION.

Article 12 (Confidentiality)

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12.1 The receiving party (PI or SUPPLIER) shall use any CONFIDENTIAL INFORMATION acquired from the disclosing party (PI or SUPPLIER) in connection with this Agreement solely for the purposes of this Agreement.

12.2 Subject to Sections 12.7 and 12.8, for a period of [*] years after the receipt or creation of the CONFIDENTIAL INFORMATION, or during the Term of this Agreement, whichever is longer, the receiving party shall use a reasonable standard of care not to publish or disseminate the CONFIDENTIAL INFORMATION to any third party, except as otherwise provided herein, and use such CONFIDENTIAL INFORMATION only for the purpose of this Agreement. The receiving party shall have no obligation with respect to any CONFIDENTIAL INFORMATION received by it which the receiving party shall prove is:

a. Published or otherwise available to the public other than by a breach of this Agreement or any other agreement by the receiving party;

b. Rightfully received by the receiving party hereunder from a third party not obligated under this Agreement or any other agreement, and without confidential limitation;

c. Known to the receiving party prior to its first receipt of the same from the disclosing party;

d. Independently developed by the receiving party without access to the CONFIDENTIAL INFORMATION of the disclosing party;

e. Furnished to a third party by the disclosing party without restrictions on the third party's right of disclosure similar to those of this Agreement; or

f. Stated in writing by the disclosing party as no longer being CONFIDENTIAL INFORMATION.

In the case that the receiving party intends to disclose publicly or to a third party any CONFIDENTIAL INFORMATION under any of the exceptions above, the receiving party must first give the disclosing party Notice [*] days prior to any such disclosure.

12.3 If any CONFIDENTIAL INFORMATION is disclosed pursuant to the requirement or request of a governmental or judicial agency or disclosure is required by operation of law, such disclosure will not constitute a breach of this Agreement, provided that the receiving party shall give prompt prior Notice to the disclosing party to allow the disclosing party to seek a protective order with respect thereto reasonably satisfactory to the disclosing party to the extent available under applicable law.

12.4 The receiving party shall limit access to the CONFIDENTIAL INFORMATION only to such officers and employees of the receiving party who are reasonably necessary to implement this Agreement and only to such extent as may be necessary for such officers and employees to perform their duties under

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this Agreement. The receiving party shall be liable to cause all of such officers and employees to sign a secrecy agreement to abide by the secrecy obligations provided in this Agreement. The receiving party shall maintain records of such officers and employees.

12.5 CONFIDENTIAL INFORMATION and all materials including, without limitation, documents, drawings, masks, specifications, models, apparatus, sketches, designs and lists furnished to the receiving party by, and which are themselves identified to be or designated in writing to be the property of, the disclosing party are and shall remain the property of the disclosing party and shall be returned to the disclosing party promptly at its request, including any copies.

12.6 PI may disclose information with respect to any SUPPLIER IMPROVEMENTS to the PI PROCESS to one or more third parties as CONFIDENTIAL INFORMATION of PI and covered by a non-disclosure agreement with protection equivalent to this Agreement for the sole purpose of having such third parties provide PI with design, layout, foundry, assembly and testing services.

12.7 CONFIDENTIAL MANUFACTURING INFORMATION will be confidential for a period of [*] years after the Term of this Agreement and SUPPLIER agrees to use its best efforts to never make public the CONFIDENTIAL MANUFACTURING INFORMATION. Notwithstanding any other provision of this Agreement, the receiving party shall treat the CONFIDENTIAL MANUFACTURING INFORMATION in accordance with the confidentiality obligations and use restrictions of this Agreement during that [*] year period.

12.8 The receiving party's obligations with respect to any portion of the CONFIDENTIAL MANUFACTURING INFORMATION shall terminate when the receiving party can document, and with the disclosing party's written concurrence, that such CONFIDENTIAL MANUFACTURING INFORMATION:

a. Was rightfully in the public domain at the time it was communicated to the receiving party by the disclosing party; or

b. Rightfully entered the public domain through no fault of SUPPLIER subsequent to the time it was communicated to the receiving party by the disclosing party; or

c. Was rightfully in the receiving party's possession free of any obligation of confidence at the time it was communicated to the receiving party by the disclosing party; or

d. Was rightfully communicated to the receiving party by a third party free of any obligation of confidence subsequent to the time it was communicated to receiving party by the disclosing party; or

e. Was independently developed by the receiving party and the receiving party gave the disclosing party Notice thereof, within [*] days of the disclosure of the CONFIDENTIAL

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MANUFACTURING INFORMATION to the receiving party, documenting the information independently developed by the receiving party.

For any CONFIDENTIAL MANUFACTURING INFORMATION to be subject to an exception above, any document containing such CONFIDENTIAL MANUFACTURING INFORMATION, and the information related thereto, must in their entirety qualify for the exception. This explicitly excludes any right to apply the exception by redacting CONFIDENTIAL MANUFACTURING INFORMATION or any part thereof from a document.

In the case that the receiving party intends to disclose to an unauthorized party CONFIDENTIAL MUFACTURING INFORMATION under the exceptions above, the receiving party must first receive the disclosing party's prior written approval and such approval will be in the disclosing party's sole discretion.

12.9 PI may request the confidential release of SUPPLIER's CONFIDENTIAL INFORMATION to a customer of the PRODUCTS, covered by a non−disclosure agreement with confidentiality protections equivalent to those of this Agreement, for purposes of such customer's evaluation or audit, but only with the prior written consent of SUPPLIER, which shall not be unreasonably withheld.

12.10 Obligation to Notify and Remedy . The receiving party will immediately give Notice to the disclosing party of any suspected unauthorized use or disclosure of the disclosing party's CONFIDENTIAL MANUFACTURING INFORMATION and the receiving party will be responsible for remedying such unauthorized use or disclosure. In the event that the receiving party or (to the knowledge of the receiving party) any of its representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any of the disclosing party's CONFIDENTIAL MANUFACTURING INFORMATION, the receiving party shall provide the disclosing party with prompt Notice of any such request or requirement sufficiently timely to allow the disclosing party adequate time to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Article 13 (Term and Termination)

13.1 This Agreement shall continue in full force and effect from the Effective Date until the end of the calendar year containing the sixth (6th) anniversary of the Effective Date, unless earlier terminated as provided herein ("Term"). If this Agreement has not been earlier terminated, the parties agree to negotiate in good faith, beginning one year prior to end of the Term, for this Agreement's continuation for another [*] year period, on mutually agreeable terms and conditions.

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13.2 Notwithstanding anything to the contrary in Section 18.11 ("Force Majeure"), if any governmental agency, entity or authority requires (including through administrative guidance) any changes to this Agreement, PI may terminate this Agreement immediately if the changes are, in PI's sole discretion, detrimental to PI's interests or otherwise not reasonably acceptable to PI, with liability only as set forth in Section 6.6.

13.3 In the event that either party has committed a material breach of this Agreement, the other party shall promptly give Notice thereof to the breaching party, specifying any alleged material breach or breaches. The breaching party shall have sixty (60) days after the effective date of such Notice to have all material breaches specified either remedied or waived ("cured"). If such breaches are not so cured, the other party shall have the right to terminate this Agreement effective upon Notice.

13.4 Either party shall also have the right to terminate this Agreement with immediate effect by giving Notice of termination to the other party at any time upon or after the occurrence of any of the following events with respect to such other party:

a. Insolvency, bankruptcy, reorganization or liquidation or filing of any application therefor, or other commitment of an affirmative act of insolvency, which is not promptly removed or stayed, if (1) such party does not receive prompt, satisfactory, written assurance from the other party that it can meet its obligations under this Agreement, or (2) after such assurance such other party does not continue to meet such obligations;

b. Attachment, execution or seizure of substantially all of the assets or filing of any application therefor which is not promptly released or stayed;

c. Assignment or transfer of that portion of the business to which this Agreement pertains to a trustee for the benefit of creditors; or

d. Termination of its business or dissolution.

13.5 [*]

13.6 No failure or delay on the part of either party in exercising its right of termination hereunder for any one or more causes shall be construed to prejudice its rights of termination for such cause or any other or subsequent cause.

13.7 In the event of expiration or termination of this Agreement, within [*] days after expiration or termination of this Agreement, the receiving party shall return to the disclosing party all media and documentation containing the CONFIDENTIAL INFORMATION and render unusable all said CONFIDENTIAL INFORMATION placed in any storage apparatus under the receiving party's control. Notwithstanding the foregoing sentence, (a) SUPPLIER shall render unusable each piece of said

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CONFIDENTIAL INFORMATION set forth in Section 11.6 promptly when its retention period is complete or as required under applicable California or United States of America's laws and regulations, whichever is later; and (b) the receiving party will promptly produce for the disclosing party all documents in any form containing CONFIDENTIAL MANUFACTURING INFORMATION, whether made by the disclosing party or by the receiving party (including notes made by the receiving party), and whether such documents be in hard copy, electronic (including email), optical or other form.

13.8 The termination or expiration of this Agreement shall not release either party from any liability which at said date of termination or expiration has already accrued to the other party. Upon cancellation or termination of this Agreement, except due to a material breach by SUPPLIER, PI shall purchase WIP and any RAW WAFERS that were ordered to fill the PI MONTHLY FORECAST.

13.9 Notwithstanding any termination or expiration of this Agreement, the provisions of Articles 1 ("Definitions"), 4 ("Intellectual Property Rights"), 11 ("Warranty, Indemnification"), and 12 ("Confidentiality"), Sections 13.7, 13.8, 13.9, and Articles 14 ("Government Regulations"), 15 ("Non-disclosure"), and 17 ("Miscellaneous Provisions") shall survive this Agreement.

Article 14 (Government Regulations)

14.1 Each party shall not knowingly export or re-export, directly or indirectly, any WAFERS to any countries, persons, or entities to which export or re- export will violate any laws or regulations of the United States of America. PI shall use commercially reasonable efforts to cooperate with SUPPLIER to identify, classify, and obtain any necessary licenses, exceptions, or other United States of America governmental authorizations prior to the transfer of such controlled items and technology by PI to SUPPLIER. For "items" and "technologies" controlled under the Export Administration Regulations ("EAR") (15 C.F.R. 730-774) of the U.S. Department of Commerce, Bureau of Industry & Security, PI shall notify SUPPLIER of the applicable Export Control Classification Numbers ("ECCN") for each item and/or technology or any relevant licenses, exceptions, or other United States of America Government authorizations prior to transfer or release to SUPPLIER. For items and technologies controlled under the International Traffic in Arms Regulations (ITAR) (22 C.F.R. 120-130), PI shall not transfer or release such items to SUPPLIER. PI will indemnify and hold harmless Supplier (including its employees, officers, directors and contractors) and Supplier's customers and vendors, (including their employees, officers, directors and contractors) against any liabilities for PI's failure to comply with the ITAR and ITAR-related provisions of the preceding requirements.

14.2 SUPPLIER is responsible for all taxes in respect of this Agreement except for taxes on PI's income.

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Article 15 (Non-Disclosure)

Each party shall keep this Agreement and its terms, conditions and existence confidential and shall not make disclosure thereof to any third party without the prior written consent of the other party. Notwithstanding the previous sentence, either party may make such disclosure to the party's legal and financial advisors provided the disclosure is covered by a non-disclosure agreement with confidentiality protections equivalent to those of this Agreement except that all CONFIDENTIAL MANUFACTURING INFORMA.TION must be redacted. Notwithstanding any other statement in this Agreement, either party may disclose this Agreement and/or its terms and conditions to the extent that such disclosure is necessary to comply with federal and state securities and other applicable laws.

Article 16 (Third Party Service Providers)

16.1 SUPPLIER shall each enter into separate written agreements (each a "SUBSIDIARY Agreement") with each of their respective SUBSIDIARIES who wish to exercise any rights under this Agreement, binding the SUBSIDIARY to the terms and conditions of this Agreement. A SUBSIDIARY shall maintain its status as a SUBSIDIARY under this Agreement only for so long as such SUBSIDIARY has a SUBSIDIARY Agreement in force and effect. SUPPLIER guarantees the performance of its respective SUBSIDIARIES under this Agreement, and will indemnify and hold PI harmless from any costs, damages, or liabilities incurred by PI arising out of a breach by a SUBSIDIARY of any of the terms and conditions of this Agreement and/or SUBSIDIARY Agreements.

16.2 SUPPLIER shall have no right to have WAFERS manufactured, in whole or in part, by a third party unless PI gives its written approval therefor in advance, which approval shall be at PI's sole discretion. If PI does give such written approval, then SUPPLIER may disclose CONFIDENTIAL INFORMATION of PI for the sole purpose of, and only to the extent reasonably necessary for, having such third party provide such services solely for the benefit if PI and not for the benefit of any other party. Such approval shall be conditioned upon:

a. PI's prior review and written approval of the contract between SUPPLIER and such third party performing such manufacture; and

b. the third party agreeing in writing to all applicable terms and conditions of this Agreement, and;

c. SUPPLIER being the insurer and guarantor of such third party's full observance of such terms and conditions; and

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d. SUPPLIER's disclosure of CONFIDENTIAL MANUFACTURING INFORMATION to such third party being subject to PI's prior written approval, which shall be at PI's sole discretion.

Article 17 (Miscellaneous Provisions)

17.1 Entire Agreement. This Agreement embodies the entire understanding of the parties as it relates to the subject matter hereof and this Agreement supersedes any prior agreements or understandings between the parties with respect to such subject matter. PI and SUPPLIER agree that the Non Recurring Engineering services and charges shall be defined by a separate agreement ("[*] Process Engineering Costs").

17.2 Headings. The article and section headings herein are for convenience only and shall not affect the construction hereof.

17.3 Waiver. Should either PI or SUPPLIER fail to enforce any provision of this Agreement or to exercise any right in respect thereto, such failure shall not be construed as constituting a waiver or a continuing waiver of its rights to enforce such provision or right or any other provision or right.

17.4 No License. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise upon either party hereunder any license or other right except as expressly set forth in Article 4 ("INTELLECTUAL PROPERTY RIGHTS").

17.5 English Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties. All communications between SUPPLIER and PI to effect the terms of this Agreement shall be in the English language only.

17.6 No Agency. The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has, nor will either party represent that it has, the authority to bind the other or to incur any obligation on its behalf.

17.7 Notices. Any notice ("Notice") required or permitted to be given by either party to the other party under this Agreement shall be in writing and delivered by international or overnight courier, signature of receipt required, and shall be deemed delivered upon written confirmation of delivery by the courier, if sent to the following respective addresses or such new addresses as may from time to time be supplied hereunder.

To: SUPPLIER

NEC Electronics America, Inc.

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2880 Scott Blvd., Santa Clara, CA 95064 USA

Attention: Senior Corporate Counsel, Contracts

To: Power Integrations International Ltd.

P.O. Box 219, Strathvale House, North Church Street

George Town, Grand Cayman, Cayman Islands

Attention: President

17.8 Invalidity. If any provision of this Agreement, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Agreement or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected; and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing any such legally invalid provisions with provisions which, in effect, will most nearly and fairly approach the effect of the invalid provision.

17.9 Assignment. This Agreement and any rights or licenses granted herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. SUPPLIER shall not assign any of its rights or privileges hereunder without the prior written consent of PI except as set forth in Section 13.5. Such consent shall not be unreasonably withheld.

17.10 Amendment. This Agreement may not be extended, supplemented or amended in any manner except by an instrument in writing expressly referring to this Agreement and duly executed by an authorized representative of each party.

17.11 Force Majeure. Either party shall be excused for failures or delays in performance (other than a payment obligation) caused by war, declared or not, any laws, proclamations, ordinances or regulations of the government of any country or of any political subdivision of any country, or strikes, lockouts, floods, fires, explosions, acts of terrorism or such other catastrophes as are beyond the control or without the material fault of such party (“CAUSES”). Any party claiming any such excuse for failure or delay in performance due to such CAUSES shall give prompt Notice thereof to the other party, and neither party shall be required to perform hereunder during the period of such excused failure or delay in performance except as otherwise provided herein. This provision shall not, however, release such party from using its best efforts to avoid or remove all such CAUSES and such party shall continue performance hereunder with the utmost dispatch whenever such CAUSES are removed. In the event that the period of excused performance continues for ninety (90) days, this Agreement may be terminated by the party not excused under this Section 18.11 (“Force

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Majeure"), by Notice to the other party, subject to the provisions of Article 13 ("Term and Termination") relating to the effect of termination.

17.12 Equitable Relief . Because the receiving party will have access to and become acquainted with the CONFIDENTIAL INFORMATION of the disclosing party, the unauthorized use or disclosure of which would cause irreparable harm and significant injury which would be difficult to ascertain and which would not be compensable by damages alone, the parties agree that the disclosing party will have the right to seek and obtain an injunction, specific performance, or other equitable relief without prejudice to any other rights and remedies that it may have for such breach of this Agreement.

17.13 [*]

17.14 Governing Law . This Agreement and matters connected with the performance hereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of California and the United States without regard to conflict of laws principles. The parties hereby submit to the jurisdiction of, and waives any venue objection against, the Superior Court of the State of California in Santa Clara County, or the Municipal Court of the State of California, County of Santa Clara, or the United States District Court for the Northern District of California, in any litigation arising out of this Agreement. Notwithstanding anything to the contrary herein, either party may seek injunctive relief in any court of competent jurisdiction in accordance with Section 18.12 ("Equitable Relief"). In any civil action or suit based upon, arising out of, or in any manner connected with this Agreement, its breach, or any of the transactions contemplated by this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by their duly authorized representatives on the date written below.

NEC Electronics America, Inc.		Power Integrations International Ltd.	
Signature:	/s/ Kazu Yamada	Signature:	/s/ John Tomlin
Name:	Kazu Yamada	Name:	John L. Tomlin
Title:	VP & GM, Custom SOC Solutions	Title:	President

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Exhibit A

FOUNDRY CAPACITY and PI ANNUAL FORECAST

1. FOUNDRY CAPACITY - [*] WAFERS

The following FOUNDRY CAPACITY will be effective beginning [*]:

[*] WAFERS / month.

2. PI's projected PI ANNUAL FORECAST of WAFER orders (non-binding) - [*] WAFERS

Calendar Year	2009	2010	2011	2012	2013	2014
WAFERS	[*]	[*]	[*]	[*]	[*]	[*]
WAFERS per Month	[*]	[*]	[*]	[*]	[*]	[*]

3. The REVIEW PERIOD is the [*] day period prior to the commencement of the next calendar year.

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Exhibit B

WAFER PRICES FOR VOLUME PRODUCTION OF [*] INCH WAFERS BY

MONTHLY ORDER VOLUME

For [*] WAFERS in both PILOT PRODUCTION and VOLUME PRODUCTION:

Calendar Year Versus Monthly Wafers Purchased	2009	2010	2011	2012	2013	2014
[*] wafers/mo.	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]	[*]	[*]	[*]
[*] wafers/mo.	[*]	[*]	[*]	[*]	[*]	[*]

For all prices in the above table, shipping costs from Santa Clara, CA to final destination by either UPS or courier will be an additional adder.

[*] WAFER prices require RAW Wafers to be commercially available at the same or lower price than at the time the contract was signed. Declining WAFER Prices require that part of the Wafer Price decrease will be partially due to PI working with SUPPLIER to purchase RAW WAFERS at a lower price.

For WAFERS in ENGINEERING PRODUCTION, the price will be mutually agreed to in writing.
For WAFERS in EXPEDITED VOLUME PRODUCTION, the price for each entry of the above table will be multiplied by [*] [*].

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Exhibit 10.84

[Form of Agreement for Employees with Executive Officer Benefits Agreement]

Power Integrations, Inc.
Long Term Performance Stock Unit Grant Notice
(2007 Equity Incentive Plan)

Power Integrations, Inc. (the "Company"), pursuant to its 2007 Equity Incentive Plan (the "Plan") hereby grants to Participant the Maximum Number of Long Term Performance Stock Units ("PRSUs") as set forth below (the "PRSU Grant"). This PRSU Grant is subject to all of the terms and conditions as set forth herein, and in the Long Term Performance Stock Unit Agreement and the Plan, each of which is attached hereto and incorporated herein in its entirety. This PRSU Grant is a "restricted stock unit" granted pursuant to Section 6(b) of the Plan and a "performance stock award" granted pursuant to Section 6(d) of the Plan. Capitalized terms not otherwise defined herein will have the meanings set forth in the Plan or the Long Term Performance Stock Unit Agreement. Except as otherwise expressly provided herein, in the event of any conflict between the terms in the PRSU Grant and the Plan, the terms of the Plan will control.

Participant:
Date of Award:
Target Number of PRSUs:
Maximum Number of PRSUs:
Consideration: Participant's services
Employment Vesting Date:

PRSU Vesting Criteria : The actual number of shares of Common Stock to be issued to Participant pursuant to this PRSU Grant will be determined in accordance with the vesting conditions specified on Attachment I to this Grant Notice (the "PRSU Vesting Criteria").

Delivery Schedule: Delivery of one share of common stock for each PRSU that vests will occur in accordance with the delivery schedule set forth in Section 4 of the Long Term Performance Stock Unit Agreement.

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the Long Term Performance Stock Unit Agreement attached as Attachment II and the Plan attached as Attachment III. Participant also acknowledges receipt of the Power Integrations, Inc. 2007 Equity Incentive Plan Prospectus. In addition, Participant acknowledges that the Participant's **[Amended and Restated]** Executive Officer Benefits Agreement (the "EOBA)" will govern in certain circumstances the treatment of this PRSU Grant. Participant further acknowledges that, as of the Date of Grant, this Grant Notice, the Long Term Performance Stock Unit Agreement, the Plan and the EOBA set forth the entire understanding between Participant and the Company regarding the PRSU Grant and supersede all prior oral and written agreements on that subject.

Power Integrations, Inc.	**Participant:**
By: ______________________	______________________
Sandeep Nayyar	Signature
Title: Chief Financial Officer	Date: ______________________

Attachments : PRSU Vesting Criteria, Long Term Performance Stock Unit Agreement and the Plan

Attachment I

PRSU Vesting Criteria

Capitalized terms used herein but not defined will have the meanings set forth in the Grant Notice or the Company's 2007 Equity Incentive Plan, as applicable. Except as provided in the EOBA, a PRSU will vest only if the PRSU Vesting Criteria with respect to such PRSU are satisfied and if the Participant remains in Continuous Service as an Employee, Director or Consultant through the Employment Vesting Date indicated in the Grant Notice. For the avoidance of doubt, in the event of any conflict between the terms of the Grant Notice, the Long Term Performance Stock Unit Agreement and the EOBA, the terms of the EOBA will control.

For the purposes of this Attachment I and the PRSU Grant to which it is attached, the "Final Delivery Date" shall mean the March 14 first following the last day of the calendar year in which occurs the Employment Vesting Date; provided, however, if such March 14 is not a trading day, the Final Delivery Date shall be the last trading day prior to such March 14.

PRSU Vesting Criteria

The number of PRSUs that will satisfy the PRSU Vesting Criteria will be determined by the Company's Compensation Committee or its designee (the "Committee") subject to the performance conditions as determined by the Committee (the "Performance Conditions") as set forth below:

The Performance Conditions for a target award of the PRSUs will be based on [year] "Net Revenue" target relative to [year] Net Revenue (the "Performance Period"). Vesting of the PRSUs is based on achievement of the Net Revenue Performance Conditions as determined by the Compensation Committee in early [year].

The following table sets forth the percentage of the Target Number of PRSUs (as set forth in the Grant Notice) based on the given Performance Condition vested (i.e., earned) at the given Performance Condition achieved:

Net Revenue

Net Revenue **(in thousands)**	**Percentage of Target PRSUs based on Net Revenue Achieved**
	100% (Target Number)

In the event of any, mergers, acquisitions or divestitures during the Performance Period the Target Number for the Net Revenue Performance Conditions shall be adjusted based on the approved plan presented to the Board of Directors. The Target Number for the Net Revenue will be further adjusted for any patent or other litigation settlements or judgments should the effect of such events, if any, impact the Company's Net Revenue.

In the event the actual Performance Condition achieved falls between two levels, the percentage vested will be determined by straight line interpolation. For the purposes of satisfaction of the Performance Conditions, the term "Net Revenue" is as will be set forth in the Company's annual report for [year] to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

For the avoidance of doubt, in the event of a divestiture of a portion of the Company's business operations during the Performance Period, the Performance Conditions will be adjusted and/or the results of the divested operations excluded in the computation in a manner to reflect the portion of the Performance Criteria expected to be satisfied by the divested operations during the balance of the Performance Period.

No later than fifteen (15) days prior to the Final Delivery Date indicated above, the Committee will determine to what extent the Performance Conditions for the PRSU Grant were achieved, and what number of PRSUs subject to the PRSU Grant will therefore be vested. Except as provided in Participant's EOBA, PRSUs will not be deemed to be vested based upon the attainment of Performance Conditions unless and until the Committee makes such determination and only if the Participant remains in Continuous Service as an Employee, Director or Consultant through the Employment Vesting Date.

For purposes of satisfaction of the Performance Conditions, no subsequent agreement will be effective to amend, alter or waive satisfaction of the Performance Conditions applicable to the PRSU Grant unless such agreement specifically provides for amendment of the Performance Conditions applicable to the PRSU Grant.

Attachment II

Power Integrations, Inc.

Long Term Performance Stock Unit Agreement

Power Integrations, Inc. (the "Company") hereby grants to the Participant ("you") named in the attached Long Term Performance Stock Unit Grant Notice ("Grant Notice"), and you hereby accept, the grant of Long Term Performance Stock Units (referred to herein as "PRSUs" and the grant, the "PRSU Grant") pursuant to the terms set forth in the Grant Notice, its attached PRSU Vesting Criteria, the Plan and this Long Term Performance Stock Unit Agreement ("Agreement"). A copy of the PRSU Vesting Criteria is attached to the Grant Notice as Attachment I, and a copy of the Plan is attached to the Grant Notice as Attachment III. Capitalized terms not explicitly defined in this Agreement but defined in the Plan or the PRSU Vesting Criteria will have the same definitions as in the Plan or PRSU Vesting Criteria, as applicable.

The details of your PRSU Grant, in addition to those set forth in the Grant Notice, the PRSU Vesting Criteria and the Plan are as follows:

1. **PRSU Grant.** This PRSU Grant represents the right to receive on a future date a number of shares of the Company's common stock not exceeding the Maximum Number of PRSUs indicated in the Grant Notice in the event the PRSU Vesting Criteria are met and if you remain in Continuous Service as an Employee, Director or Consultant through the Employment Vesting Date. This PRSU Grant was granted in consideration of your services to the Company. Except as otherwise provided herein, you will not be required to make any payment to the Company (other than past or future services to the Company) with respect to your receipt of the PRSU Grant, the award of PRSUs, the vesting of the PRSUs, or the delivery of common stock in respect of the PRSU Grant.

2. **Vesting.** Subject to the limitations contained herein, your awarded PRSUs will vest, if at all, in accordance with the PRSU Vesting Criteria set forth on Attachment I to the Grant Notice. Any awarded PRSUs that have vested in accordance with the PRSU Vesting Criteria are "Vested Units." Except as provided in your EOBA, any awarded PRSUs that do not vest in accordance with the PRSU Vesting Criteria will be automatically forfeited, will revert to the Plan, and you will have no rights with respect to such forfeited PRSUs.

3. **Securities Law Compliance** . Notwithstanding anything to the contrary contained herein, you may not be issued any shares of common stock in respect of your PRSU Grant unless either (i) the shares of common stock are then registered under the Securities Act; or (ii) if the shares of common stock are not then so registered, the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your PRSU Grant also must comply with other applicable laws and regulations governing your PRSU Grant, and you may not receive such shares if the Company determines that such receipt would not be in compliance with such laws and regulations.

4. **Date of Delivery.** The Company will deliver to you a number of shares of the Company's common stock equal to the number of Vested Units subject to your PRSU Grant within thirty (30) days following the Committee's determination that Performance Conditions have been satisfied if you remain in Continuous Service as an Employee, Director or Consultant through the Employment Vesting Date indicated in the Grant Notice (or any prorated portion as may be provided pursuant to the terms of your EOBA in the event your Continuous Service terminates during the Performance Period). If a scheduled delivery date falls on a date that is not a business day, such delivery date will instead fall on the next following business day. Notwithstanding the foregoing, the shares of the Company's common stock to be delivered pursuant to this Section 4 shall be delivered to you no later than the Final Delivery Date.

5. **Execution of Documents.** You hereby acknowledge and agree that the manner selected by the Company by which you indicate your consent to your Grant Notice is also deemed to be your execution of your Grant Notice and of this Agreement. You further agree that such manner of indicating consent may be relied upon as your signature for establishing your execution of any documents to be executed in the future in connection with your PRSU Grant.

6. **Dividends.** You will receive no benefit or adjustment to your PRSU Grant with respect to any cash dividend, stock dividend or other distribution that does not result in a capitalization adjustment as provided in the Plan; provided, however, that this sentence will not apply with respect to any shares of common stock that are delivered to you in connection with your PRSU Grant after such shares have been delivered to you.

7. **Non-transferability of the PRSU Grant.** Your PRSU Grant is not transferable, except by will or by the laws of descent and distribution. In addition to any other limitation on transfer created by applicable securities laws, you agree not to assign, hypothecate, donate, encumber or otherwise dispose of any interest in any of the shares of common stock that may be issued to you in respect of the PRSU Grant until the shares are issued to you in accordance with Section 4 of this Agreement. After the shares have been issued to you, you are free to assign, hypothecate, donate, encumber or otherwise dispose of any interest in such shares provided that any such actions are in compliance with the provisions herein and applicable securities laws. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, will thereafter be entitled to receive any distribution of common stock to which you were entitled at the time of your death pursuant to this Agreement.

8. **Restrictive Legends.** The shares issued in respect of your PRSU Grant will have endorsed thereon appropriate legends as determined by the Company.

9. **PRSU Grant not a Service Contract** . Your PRSU Grant is not an employment or service contract, and nothing in your PRSU Grant will be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your PRSU Grant will obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

10. **Withholding Obligations.**

(a) On or before the time you receive a distribution of the shares in respect of your PRSU Grant, or at any time as requested by the Company, you agree to make adequate provision for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate, if any, which arise in connection with the PRSU Grant ("Withholding Taxes").

(b) For this purpose, you agree that, on the date any shares of the Company's common stock are delivered to you pursuant to Section 4, you will sell (and hereby authorize the Company to direct on your behalf the sale of) shares of common stock on such date (or as soon thereafter as is practicable under ordinary principles of best execution) that will produce net sales proceeds equal to the amount of any Withholding Taxes which arise in connection with the delivery to you of such shares. You further agree that such net sales proceeds will be remitted directly to the Company to the extent necessary to satisfy your

obligations pursuant to Section 10(a). You further agree that your agreement pursuant to this Section 10(b) is irrevocable unless on the date you sign the Grant Notice you are either in possession of material insider information or you are subject to a Company imposed blackout, in which case your agreement pursuant to this Section 10(b) shall be irrevocable on the second day such conditions no longer exist unless you notify the Company prior to such date that you are revoking your agreement to the provisions of this Section 10(b), and that any such failure to revoke such agreement by such date shall be a new agreement on such date, which shall be irrevocable. The provisions of this Section 10(b) are intended to comply with the provisions of Rule 10b5-1(c) under the Securities Exchange Act of 1934.

(c) In the event your obligations pursuant to Section 10(a) arise other than upon the delivery to you of shares of the Company's common stock so that the provisions of Section 10(b) do not apply or, with the Company's consent, you have otherwise revoked your agreement to the provisions of Section 10(b), you hereby authorize the Company to withhold shares of common stock from the shares of common stock issued or otherwise issuable to you in connection with the PRSU Grant with a Fair Market Value (measured as of the date of the required withholding) equal to the amount of any Withholding Taxes; provided, however, that the number of such shares of common stock so withheld will not exceed the amount necessary to satisfy the Company's required tax withholding obligations using the minimum required statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income. Additionally, in this case, the Company may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your PRSU Grant by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; or (ii) causing you to tender a cash payment. Unless the tax withholding obligations of the Company or any Affiliate are satisfied, the Company will have no obligation to deliver to you any common stock.

11. **Unsecured Obligation.** Your PRSU Grant is unfunded, and as a holder of a vested PRSU Grant, you will be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares pursuant to this Agreement. You will not have voting or any other rights as a stockholder of the Company with respect to the shares to be issued pursuant to this Agreement until such shares are issued to you pursuant to Section 4 of this Agreement. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

12. **Tax Consequences.** You have reviewed with your own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. You are relying solely on such advisors and not on any statements or representations of the Company or any of its agents. You understand that you (and not the Company) will be responsible for your own tax liability that may arise as a result of your PRSU Grant.

13. **Notices** . Any notices provided for in this Agreement or the Plan will be given in writing and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. Notwithstanding the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and your PRSU Grant by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

14. **Miscellaneous** .

(a) The rights and obligations of the Company under your PRSU Grant will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit

of, and be enforceable by, the Company's successors and assigns. Your rights and obligations under your PRSU Grant may only be assigned with the prior written consent of the Company.

(b) You acknowledge and agree that you have reviewed your PRSU Grant in its entirety and have had an opportunity to obtain the advice of counsel prior to executing and accepting your PRSU Grant.

(c) This Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(d) All obligations of the Company under the Plan and this Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

15. **Governing Plan Documents** . Your PRSU Grant is subject to all the provisions of the Plan, including any limits on the number of shares that may be issued to you as set forth in Section 6(d) of the Plan, the provisions of which are hereby made a part of your PRSU Grant, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Except as otherwise expressly provided herein in the event of any conflict between the terms in the PRSU Grant and the Plan, the terms of the Plan will control; provided further however, that in the event of any conflict between the terms in the PRSU Grant, this Agreement and your EOBA, the terms of the EOBA will control.

16. **Severability.** If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

17. **Effect on Other Employee Benefit Plans.** The value of the PRSU Grant subject to this Agreement will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any affiliate's employee benefit plans.

18. **Choice of Law.** The interpretation, performance and enforcement of this Agreement will be governed by the law of the state of Delaware without regard to such state's conflicts of laws rules.

19. **Amendment.** This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by you and by a duly authorized representative of the Company. Notwithstanding the foregoing, this Agreement may be amended solely by the Company by a writing which specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, and provided that no such amendment adversely affecting your rights hereunder may be made without your written consent. For the avoidance of doubt, nothing in this Section 19 limits the authority or power of the Compensation Committee to reduce the number of shares of common stock to be received as set forth in the PRSU Vesting Criteria. Without limiting the foregoing, the Company reserves the right to change, by written notice to you, the provisions of this Agreement in any way it may deem necessary or advisable to carry out the purpose of the grant as a result of any change in applicable tax or securities laws or regulations or any future tax or securities law, regulation, ruling, or judicial decision.

* * * * *

This Agreement will be deemed to be signed by the Company and the Participant upon the signing by the Participant of the Grant Notice to which it is attached in the manner permitted by Section 5.

Attachment III

2007 Equity Incentive Plan

EXHIBIT 21.1

LIST OF SUBSIDIARIES	Jurisdiction of Incorporation
Power Integrations KK	Japan
Power Integrations Limited	Cayman Islands
Power Integrations International Limited	Cayman Islands
Power Integrations Singapore Pte. Limited	Singapore
Power Integrations Netherlands B.V.	Netherlands
Power Integrations GmbH	Germany
Power Integrations Italy S.r.l	Italy
Power Integrations (Europe) Limited	United Kingdom
Power Integrations Switzerland Holding GmbH	Switzerland
Power Integrations Switzerland GmbH	Switzerland
Power Integrations India Private Limited	India
Power Integrations Canada Unlimited Liability Corporation	Canada

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-183126, 333-152455, 333-146025, 333-122370, 333-119015,333-112135, 333-102676, 333-86270, 333-59564, 333-42194, 333-83083, 333-69871 and 333-56381 on Form S-8 of our reports dated
We consent to the incorporation by reference in Registration Statement Nos. 333-183126, 333-152455, 333-146025, 333-122370, 333-119015,333-112135, 333-102676, 333-86270, 333-59564, 333-42194, 333-83083, 333-69871 and 333-56381 on Form S-8 of our reports dated February 10, 2015 , relating to the consolidated financial statements and consolidated financial statement schedule of Power Integrations, Inc. and subsidiaries (the “Company”), and the effectiveness of the Company’s internal control over financial reporting, appearing in this Annual Report on Form 10-K of the Company for the year ended December 31, 2014 .

/s/ Deloitte & Touche LLP

San Jose, California
February 10, 2015

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Balu Balakrishnan certify that:

1. I have reviewed this Form 10-K of Power Integrations, 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 fiscal 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.

Dated: February 10, 2015

By: /s/ BALU BALAKRISHNAN

Balu Balakrishnan
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Sandeep Nayyar, certify that:

1. I have reviewed this Form 10-K of Power Integrations, 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 fiscal 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.

Dated: February 10, 2015

By: /s/ SANDEEP NAYYAR
Sandeep Nayyar
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

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 Annual Report of Power Integrations, Inc. (the "Company") on Form 10-K for the year ended December 31, 2014 , as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Balu Balakrishnan, Chief Executive Officer of the Company, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), certify to the best of my knowledge that:

(1) The Report fully complies with the requirements of Section 13(a) or Section 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.

Dated: February 10, 2015

By: /s/ BALU BALAKRISHNAN
Balu Balakrishnan
Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Registrant and will be retained by the Registrant and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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 Annual Report of Power Integrations, Inc. (the "Company") on Form 10-K for the year ended December 31, 2014 , as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Sandeep Nayyar, Chief Financial Officer of the Company, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), certify to the best of my knowledge that:

(1) The Report fully complies with the requirements of Section 13(a) or Section 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.

Dated:	February 10, 2015	By:	/s/ SANDEEP NAYYAR
			Sandeep Nayyar Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Registrant and will be retained by the Registrant and furnished to the Securities and Exchange Commission or its staff upon request.