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POWER INTEGRATIONS INC

FORM 10-Q
(Quarterly Report)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

(Mark One)

☒ **Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the quarterly period ended September 30, 2013

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
(Address of principal executive offices) (Zip code)

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

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 submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

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

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 Exchange Act). YES ☐ NO ☒

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

Class	Shares Outstanding at October 18, 2013
Common Stock, $.001 par value	29,926,934

POWER INTEGRATIONS, INC.

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Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q includes a number of forward-looking statements that involve many risks and uncertainties. Forward-looking statements are identified by the use of the words "would", "could", "will", "may", "expect", "believe", "should", "anticipate", "if", "future", "intend", "plan", "estimate", "potential", "targets", "seek" or "continue" and similar words and phrases, including the negatives of these terms, or other variations of these terms, that denote future events. 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-Q. These factors include, but are not limited to, the risks described under Item 1A of Part II — "Risk Factors," Item 2 of Part I — "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this Quarterly Report on Form 10-Q, including, but not limited to: our quarterly operating results are volatile and difficult to predict, and if we fail to meet the expectations of public market analysts or investors, the market price of our common stock may decrease significantly; if demand for our products declines in our major end markets, our net revenues will decrease; 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 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; 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; and our international sales activities account for a substantial portion of our net revenues, which subjects us to substantial risks. We make these forward-looking statements based upon information available on the date of this Form 10-Q, 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 except as otherwise required by securities regulations.

PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

POWER INTEGRATIONS, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(In thousands)

	September 30, 2013	December 31, 2012
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 78,118	$ 63,394
Short-term marketable securities	102,051	31,766
Accounts receivable, net of allo wances of $120 and $247 in 20 13 and 2012, respectively (Note 2)	15,101	7,326
Inventories	40,212	44,625
Deferred tax assets	344	352
Prepaid expenses and other current assets	15,557	17,401
Total current assets	251,383	164,864
PROPERTY AND EQUIPMENT, net	90,217	89,724
INTANGIBLE ASSETS, net	42,212	47,738
GOODWILL	80,599	80,599
DEFERRED TAX ASSETS	15,263	11,532
OTHER ASSETS	3,965	4,673
Total assets	$ 483,639	$ 399,130
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 20,267	$ 16,452
Accrued payroll and related expenses	8,157	6,720
Taxes payable	2,128	1,213
Deferred tax liabilities	885	1,193
Deferred income on sales to distributors	16,861	11,550
Other accrued liabilities	2,661	3,439
Total current liabilities	50,959	40,567
LONG-TERM INCOME TAXES PAYABLE	8,916	7,937
DEFERRED TAX LIABILITIES	7,404	8,179
PENSION LIABILITY	1,456	1,398
Total liabilities	68,735	58,081
COMMITMENTS AND CONTINGENCIES (Notes 9, 11 and 12)		
STOCKHOLDERS' EQUITY:		
Common stock	30	28
Additional paid-in capital	215,404	175,668
Accumulated other comprehensive loss	(358)	(293)
Retained earnings	199,828	165,646
Total stockholders' equity	414,904	341,049
Total liabilities and stockholders' equity	$ 483,639	$ 399,130

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

POWER INTEGRATIONS, INC.

CONDENSED CONSOLIDATED STATEMENTS OF INCOME (LOSS)
(Unaudited)
(In thousands, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
NET REVENUES	$ 91,715	$ 78,045	$ 256,677	$ 226,200
COST OF REVENUES	42,941	39,294	121,832	115,101
GROSS PROFIT	48,774	38,751	134,845	111,099
OPERATING EXPENSES:				
Research and development	12,984	11,428	38,745	34,134
Sales and marketing	11,212	10,329	33,357	27,643
General and administrative	7,984	7,941	23,784	22,135
Charge related to SemiSouth (Note 15)	—	25,300	—	25,300
Total operating expenses	32,180	54,998	95,886	109,212
INCOME (LOSS) FROM OPERATIONS	16,594	(16,247)	38,959	1,887
OTHER INCOME (EXPENSE)				
Charge related to SemiSouth (Note 15)	—	(33,937)	—	(33,937)
Other income, net	82	837	864	1,647
Total other income (expense)	82	(33,100)	864	(32,290)
INCOME (LOSS) BEFORE PROVISION FOR (BENEFIT FROM) INCOME TAXES	16,676	(49,347)	39,823	(30,403)
PROVISION FOR (BENEFIT FROM) INCOME TAXES	22	(4,941)	(1,406)	13,718
NET INCOME (LOSS)	$ 16,654	$ (44,406)	$ 41,229	$ (44,121)
EARNINGS (LOSS) PER SHARE:				
Basic	$ 0.56	$ (1.54)	$ 1.41	$ (1.54)
Diluted	$ 0.54	$ (1.54)	$ 1.36	$ (1.54)
SHARES USED IN PER SHARE CALCULATION:				
Basic	29,762	28,908	29,235	28,586
Diluted	30,652	28,908	30,237	28,586

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

POWER INTEGRATIONS, INC.

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	**2012**	**2013**	**2012**
Net income (loss)	$ 16,654	$ (44,406)	$ 41,229	$ (44,121)
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments, net of $0 tax in the quarter and year to date ended September 30, 2013 and 2012 (Note 2)	118	114	(46)	47
Unrealized gain (loss) on marketable securities, net of $0 tax in the quarter and year to date ended September 30, 2013 and 2012 (Note 2)	196	28	(62)	190
Amortization of defined benefit pension items, net of tax of $4 and $12 in the quarter and year to date ended September 30, 2013 and $0 in both periods in 2012, respectively (Note 2)	15	—	43	—
Total other comprehensive income (loss)	329	142	(65)	237
Total comprehensive income (loss)	$ 16,983	$ (44,264)	$ 41,164	$ (43,884)

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

POWER INTEGRATIONS, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ 41,229	$ (44,121)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	12,062	11,426
Amortization of intangibles	5,526	3,322
Charge related to SemiSouth (Note 15)	—	59,237
Loss (gain) on sale of property and equipment	17	(1)
Gain on sale of assets held for sale	(497)	—
Stock-based compensation expense	12,155	10,520
Amortization of premium on marketable securities	472	738
Non-cash interest income from SemiSouth note	—	(1,445)
Deferred income taxes	(4,806)	4,089
(Reduction in) provision for accounts receivable allowances	(127)	21
Excess tax benefit from stock options exercised	—	(560)
Tax benefit associated with employee stock plans	—	1,413
Change in operating assets and liabilities:		
Accounts receivable	(7,648)	1,489
Inventories	4,359	15,745
Prepaid expenses and other assets	1,595	(11,335)
Accounts payable	2,952	4,842
Taxes payable and accrued liabilities	2,608	(28,255)
Deferred income on sales to distributors	5,311	2,554
Net cash provided by operating activities	75,208	29,679
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(11,250)	(12,181)
Proceeds from sale of property and equipment	36	2
Proceeds from sale of assets held for sale	959	—
Acquisition	—	(115,720)
Increase in financing lease receivable	—	(420)
Collections of financing lease receivable	—	527
Loan to SemiSouth	—	(18,000)
Purchases of marketable securities	(96,271)	—
Proceeds from maturities of marketable securities	25,450	36,788
Net cash used in investing activities	(81,076)	(109,004)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Issuance of common stock under employee stock plans	27,638	17,977
Payments of dividends to stockholders	(7,046)	(4,301)
Excess tax benefit from stock options exercised	—	560

	Nine Months Ended September 30, 2013	2012
Net cash provided by financing activities	20,592	14,236
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	14,724	(65,089)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	63,394	139,836
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 78,118	$ 74,747
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Unpaid property and equipment	$ 1,871	$ 1,478
Receipt of SemiSouth purchase option	$ —	$ 6,216
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash (received) paid for income taxes, net of refunds	$ (569)	$ 45,108

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

POWER INTEGRATIONS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION:

The condensed consolidated financial statements include the accounts of Power Integrations, Inc., a Delaware corporation (the "Company"), and its wholly owned subsidiaries. Significant intercompany accounts and transactions have been eliminated in consolidation.

While the financial information furnished is unaudited, the condensed consolidated financial statements included in this report reflect all adjustments (consisting only of normal recurring adjustments) that the Company considers necessary for the fair presentation of the results of operations for the interim periods covered and the financial condition of the Company at the date of the interim balance sheet in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The results for interim periods are not necessarily indicative of the results for the entire year. The condensed consolidated financial statements should be read in conjunction with the Power Integrations, Inc. consolidated financial statements and the notes thereto for the year ended December 31, 2012 , included in its Form 10-K filed on February 22, 2013 , with the Securities and Exchange Commission.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

No material changes have been made to the Company's significant accounting policies disclosed in Note 2, *Summary of Significant Accounting Policies* , in its Annual Report on Form 10-K, filed on February 22, 2013 , for the year ended December 31, 2012 . The accounting policy information below is to aid in the understanding of the financial information disclosed.

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 investments in its Condensed Consolidated Balance Sheet. As of September 30, 2013 , and December 31, 2012 , the Company's marketable securities consisted primarily of highly liquid corporate securities, commercial paper and other high-quality commercial securities.

Amortized cost and estimated fair market value of investments classified as available-for-sale at September 30, 2013 , are 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	$ 9,991	$ —	$ —	$ 9,991
Corporate securities	5,893	—	—	5,893
Total	$ 15,884	$ —	$ —	$ 15,884
Investments due in 4-12 months:				
Corporate securities	$ 7	$ —	$ —	$ 7
Total	$ 7	$ —	$ —	$ 7
Investments due in more than 12 months:				
Corporate securities	$ 96,076	$ 122	$ (47)	$ 96,151
Total	$ 96,076	$ 122	$ (47)	$ 96,151
Total investment securities	$ 111,967	$ 122	$ (47)	$ 112,042

Amortized cost and estimated fair market value of investments classified as available-for-sale at December 31, 2012 , are as follows (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Market Value
Investments due in less than 3 months:				
Corporate securities	$ 1,500	$ 1	$ —	$ 1,501
Total	$ 1,500	$ 1	$ —	$ 1,501
Investments due in 4-12 months:				
Corporate securities	$ 24,127	$ 83	$ —	$ 24,210
Total	$ 24,127	$ 83	$ —	$ 24,210
Investments due in more than 12 months:				
Corporate securities	$ 6,000	$ 55	$ —	$ 6,055
Total	$ 6,000	$ 55	$ —	$ 6,055
Total investment securities	$ 31,627	$ 139	$ —	$ 31,766

As of September 30, 2013 , the Company evaluated the nature of the investments with a loss position which were primarily high-quality corporate securities, and determined the unrealized losses were not other-than-temporary. At December 31, 2012 , the Company had no marketable securities in an unrealized loss position.

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 the nine months ended September 30, 2013 , and 74% in the twelve months ended December 31, 2012 . 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 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. 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. 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 sales to distributors 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 condensed consolidated balance sheets. The total deferred revenue as of September 30, 2013 , and December 31, 2012 , was approximately $27.8 million and $20.7 million , respectively. The total deferred cost as of September 30, 2013 , and December 31, 2012 , was approximately $10.9 million and $9.1 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 reserve appears as a reduction to accounts receivable 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.

Common Stock Repurchases and Cash Dividend

In October 2012, the Company's board of directors authorized the use of $50 million for the repurchase of the Company's common stock, repurchases are to be executed according to pre-defined price/volume guidelines set by the board of directors. As of the nine months ended September 30, 2013 , the Company did not purchase any common stock under the program due to the then current stock price levels. As of September 30, 2013 , the Company had $29.5 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 and 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. Each quarterly dividend payment was approximately $1.4 million and was paid on March 30, 2012, June 29, 2012, September 28, 2012, and December 31, 2012. In January 2013, the Company's board of directors declared quarterly cash dividend payments in the amount of $0.08 per share to be paid to stockholders of record at the end of each quarter in 2013. The quarterly dividends 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.

In October 2013, the Company's board of directors continued the dividend payment by declaring 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. 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.

Use of 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, income tax, stock-based compensation and inventories. These estimates are based on historical facts and various other assumptions that the Company believes to be reasonable at the time the estimates are made.

POWER INTEGRATIONS, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Components of the Company's Condensed Consolidated Balance Sheet

Accounts Receivable (in thousands):

	September 30, 2013	December 31, 2012
Accounts receivable trade	$ 45,182	$ 33,866
Accrued ship and debit and rebate claims	(29,961)	(26,293)
Allowance for doubtful accounts	(120)	(247)
Total	$ 15,101	$ 7,326

Prepaid Expenses and Other Current Assets (in thousands):

	September 30, 2013	December 31, 2012
Prepaid legal fees	$ 1,470	$ 1,760
Prepaid income tax	9,307	11,463
Prepaid maintenance agreements	769	616
Interest receivable	527	149
Supplier prepayment	302	1,170
Other	3,182	2,243
Total	$ 15,557	$ 17,401

Changes in accumulated other comprehensive income (loss) for the three months ended September 30, 2013 (in thousands):

	Unrealized Gains and Losses on Available-for-Sale Securities	Defined Benefit Pension Items	Foreign Currency Items	Total
Beginning balance at July 1, 2013	$ (120)	$ (532)	$ (35)	$ (687)
Other comprehensive income before reclassifications	196	—	118	314
Amounts reclassified from accumulated other comprehensive income	—	15 (1)	—	15
Net-current period other comprehensive income	196	15	118	329
Ending balance at September 30, 2013	$ 76	$ (517)	$ 83	$ (358)

(1) This component of accumulated other comprehensive income is included in the computation of net periodic pension cost for the three months ended September 30, 2013 .

Changes in accumulated other comprehensive income (loss) for the nine months ended September 30, 2013 (in thousands):

	Unrealized Gains and Losses on Available-for-Sale Securities	Defined Benefit Pension Items	Foreign Currency Items	Total
Beginning balance at December 31, 2012	$ 138	$ (560)	$ 129	$ (293)
Other comprehensive income (loss) before reclassifications	(62)	—	(46)	(108)
Amounts reclassified from accumulated other comprehensive income	—	43 (1)	—	43
Net-current period other comprehensive income (loss)	(62)	43	(46)	(65)
Ending balance at September 30, 2013	$ 76	$ (517)	$ 83	$ (358)

(1) This component of accumulated other comprehensive income is included in the computation of net periodic pension cost for the nine months ended September 30, 2013 .

3. STOCK PLANS AND SHARE-BASED COMPENSATION:

Stock Plans

As of September 30, 2013 , 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-based awards ("PSUs") and other stock awards to employees, directors and consultants. As of September 30, 2013 , the maximum remaining number of shares that may be issued under the 2007 Plan was 7,234,095 shares, which includes options granted 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 (that was adopted by the board of directors on January 27, 2009) to nonemployee directors have been made primarily under the 2007 Plan. The Directors Equity Compensation Program, until June 2012, provided in certain circumstances (depending on the status of the particular director's holdings of Company stock options) for the automatic annual grant of nonstatutory stock options to nonemployee directors of the Company on the first trading day of July in each year over their period of service on the board of directors. Further, each future nonemployee director of the Company would be granted the following initial grants under the 2007 Plan: (a) on the first trading day of the month following commencement of service, an option to purchase the number of shares of common stock equal to: the fraction of a year between the date of the director's appointment to the board of directors and the next July 1, multiplied by 8,000 , which option shall vest on the next July 1 st ; and (b) on the first trading day of July following commencement of service, an option to purchase 24,000 shares vesting monthly over the three year period commencing on the grant date. In July 2012, this program was amended by eliminating the grants described above in their entirety, and providing 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 , which will become exercisable or vest immediately prior to the Company's next year Annual Meeting of Stockholders, subject to the directors continued service. At each outside directors 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 cancelled 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 3,000,000 shares of common stock were reserved for issuance to employees under the Purchase Plan. As of September 30, 2013 , 2,599,102 shares had been purchased and 400,898 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.

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 three and nine months ended September 30, 2013 , and September 30, 2012 (in thousands).

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Cost of revenues	$ 296	$ 271	$ 824	$ 772
Research and development	1,485	1,467	4,231	4,154
Sales and marketing	964	940	2,588	2,433
General and administrative	1,446	1,169	4,512	3,161
Total stock-based compensation expense	$ 4,191	$ 3,847	$ 12,155	$ 10,520

Stock compensation expense in the three months ended September 30, 2013 , was $4.2 million (comprising approximately $0.6 million related to stock options, $0.8 million related to performance-based awards, $2.5 million related to restricted stock units and $0.3 million related to the Purchase Plan). In the nine months ended September 30, 2013 , stock compensation expense was $12.2 million (comprising approximately $2.3 million related to stock options, $2.2 million related to performance shares, $6.8 million related to restricted stock units and $0.9 million related to the Purchase Plan).

Stock compensation expense in the three months ended September 30, 2012 , was $3.8 million (comprising approximately $1.1 million related to stock options, $0.4 million related to performance-based awards, $2.0 million related to restricted stock units and $0.3 million related to the Purchase Plan). In the nine months ended September 30, 2012 , stock compensation expense was $10.5 million (comprising approximately $3.0 million related to stock options, $1.6 million related to performance shares, $5.1 million related to restricted stock units and $0.8 million related to the Purchase Plan).

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 September 30, 2013 .

	September 30, 2013	
	Unrecognized Compensation Expense for Unvested Awards	Weighted Average Remaining Recognition Period
	(In thousands)	(In years)
Options	$ 2,204	1.68
Performance-based awards	928	0.25
Restricted stock units	20,665	2.66
Purchase plan	439	0.50
Total unrecognized compensation expense	$ 24,236	

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:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	*2013	2012	*2013	2012
Risk-free interest rates	—%	0.87%	—%	1.01% - 0.87%
Expected volatility rates	—%	45%	—%	45%
Expected dividend yield	—%	0.57%	—%	0.51% - 0.57%
Expected term of stock options (in years)	0	6.4	0	6.4
Weighted-average grant date fair value of options granted	$—	$16.00	$—	$18.20

*The Company did not grant stock options in the nine months ended September 30, 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:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Risk-free interest rates	0.08%	0.14%	0.08% - 0.11%	0.09% - 0.14%
Expected volatility rates	37%	34%	33% - 37%	34% - 48%
Expected dividend yield	0.62%	0.57%	0.62% - 0.80%	0.54% - 0.57%
Expected term of purchase right (in years)	0.5	0.5	0.5	0.5
Weighted-average estimated fair value of purchase rights	$13.87	$8.55	$11.01	$9.40

A summary of stock option activity under the Plans, excluding performance-based awards and restricted stock units, as of September 30, 2013 , and changes during the nine months 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, 2013	2,817	$26.00		
Granted	—	—		
Exercised	(1,019)	$23.28		
Forfeited or expired	(18)	$39.70		
Outstanding at September 30, 2013	1,780	$27.41	4.59	$ 47,601
Exercisable at September 30, 2013	1,598	$26.02	4.21	$ 44,974
Vested and expected to vest at September 30, 2013	1,774	$27.37	4.58	$ 47,528

The Company did not grant stock options in the nine months ended September 30, 2013 . Since 2010 the Company's equity grants to new hires and its annual incentive grants to non-executive employees have been primarily in the form of RSUs. The total intrinsic value of options exercised during the three and nine months ended September 30, 2013 , was $14.0 million and $24.2 million , respectively. The intrinsic value of options exercised during the three and nine months ended September 30, 2012 , was $0.9 million and $12.4 million , respectively.

Performance-based Awards ("PSUs")

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 granted from the 2007 Plan will reduce the number of shares available for issuance under the 2007 Plan by 2.0 shares.

During the nine months ended September 30, 2013 , the Company issued approximately 101,000 performance-based award shares to employees and executives. As the net revenue, non-GAAP operating earnings and achievement of strategic goals are considered performance conditions, expenses associated with these awards, net of estimated forfeitures, are recorded throughout the year depending on the number of shares expected to be earned based on progress toward the performance targets. The cost of 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.

In January 2013, it was determined that approximately 54,000 shares of the approximately 102,000 performance-based awards granted in 2012 vested in aggregate under the revenue, non-GAAP operating income and strategic goals performance conditions for such awards. Accordingly, 54,000 performance-based awards were released to the Company's employees and executives in the first quarter of 2013.

A summary of performance-based awards outstanding as of September 30, 2013 , and activity during the nine months 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 January 1, 2013	102	$37.60		
Granted	101	$38.62		
Vested	(54)	$37.60		
Change in units due to performance achievement for PSUs vested in the year	(48)	$37.60		
Forfeited or expired	(2)	$41.79		
Outstanding at September 30, 2013	99	$38.50	0.25	$ 5,373
Outstanding and expected to vest at September 30, 2013	80		0.25	$ 4,335

The weighted-average grant-date fair value per share of performance-based awards granted in the nine months ended September 30, 2013 , was approximately $38.62 , and $37.60 in the nine months ended September 30, 2012 (there were no PSUs granted in the three months ended September 30, 2013 and September 30, 2012). The grant date fair value of awards released, which were fully vested, in the nine months ended September 30, 2013 , was approximately $2.0 million (there were no PSUs released in the three months ended September 30, 2013). There were no performance-based awards released in 2012 , as the Company's results failed to reach the minimum level required for the release of any performance shares.

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 2.0 shares.

A summary of RSUs outstanding as of September 30, 2013 , and changes during the nine months 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, 2013	573	$38.21		
Granted	371	$38.52		
Vested	(185)	$38.10		
Forfeited or expired	(43)	$39.35		
Outstanding at September 30, 2013	716	$38.63	1.58	$ 38,780
Outstanding and expected to vest at September 30, 2013	664		1.57	$ 35,968

The weighted-average grant-date fair value per share of RSUs awarded in the three and nine months ended September 30, 2013 , was approximately $43.18 and $38.52 , respectively. The weighted-average grant-date fair value per share of RSUs awarded in the three and nine months ended September 30, 2012 , was approximately $37.05 and $41.54 , respectively. The grant date fair value of RSUs vested in the three and nine months ended September 30, 2013 , was approximately $0.3 million and $7.1 million , respectively, and the grant date fair value of RSUs vested in the three and nine months ended September 30, 2012 , was approximately $0.3 million and $4.1 million , respectively.

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. In the first quarter of 2012, the Company changed its investment policy to allow the sale of long-term and short-term marketable securities prior to their stated maturity date. 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. As a result of this change in policy the Company classified its investment portfolio as available-for-sale. The Company's investments classified as Level 1 and Level 2 are available-for-sale investments, and were recorded at fair market value.

The fair value hierarchy of the Company's marketable securities at September 30, 2013 , and December 31, 2012 , was as follows (in thousands):

	Fair Value Measurement at September 30, 2013		
Description	**September 30, 2013**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**
Money market funds	$ 17,403	$ 17,403	$ —
Commercial paper	9,991	—	9,991
Corporate securities	102,051	—	102,051
Total	$ 129,445	$ 17,403	$ 112,042

	Fair Value Measurement at December 31, 2012		
Description	**December 31, 2012**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**
Money market funds	$ 7,140	$ 7,140	$ —
Corporate securities	31,766	—	31,766
Total	$ 38,906	$ 7,140	$ 31,766

The Company did not transfer any investments between Level 1 and Level 2 of the fair-value hierarchy in the nine months ended September 30, 2013 , and the twelve months ended December 31, 2012.

5. 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):

	September 30, 2013	December 31, 2012
Raw materials	$ 9,512	$ 10,564
Work-in-process	12,505	12,122
Finished goods	18,195	21,939
Total	$ 40,212	$ 44,625

6. GOODWILL AND INTANGIBLE ASSETS:

There were no changes in the carrying amount of goodwill during the nine months ended September 30, 2013 .

Intangible assets consist primarily of developed technology, acquired licenses, customer relationships, trade 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 2 to 12 years, with the exception of $4.7 million of in-process research and development. 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 2013 . Amortization for acquired intangible assets was approximately $1.8 million and $5.5 million in the three and nine months ended September 30, 2013 , respectively, and $1.8 million and $3.3 million in the three and nine months ended September 30, 2012 , respectively. The Company does not believe there is any significant residual value associated with the following intangible assets:

	September 30, 2013			December 31, 2012		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
			(in thousands)			
In-process research and development	$ 4,690	$ —	$ 4,690	$ 4,690	$ —	$ 4,690
Technology licenses	3,000	(2,250)	750	3,000	(2,025)	975
Patent rights	1,949	(1,949)	—	1,949	(1,949)	—
Developed technology	26,670	(4,601)	22,069	26,670	(2,663)	24,007
Customer relationships	17,610	(3,957)	13,653	17,610	(1,944)	15,666
Tradename	3,600	(2,550)	1,050	3,600	(1,200)	2,400
Other intangibles	37	(37)	—	37	(37)	—
Total intangible assets	$ 57,556	$ (15,344)	$ 42,212	$ 57,556	$ (9,818)	$ 47,738

The estimated future amortization expense related to intangible assets at September 30, 2013 , is as follows:

Fiscal Year	Estimated Amortization (in thousands)
2013 (remaining 3 months)	$ 1,879
2014	6,072
2015	5,009
2016	4,394
2017	3,994
Thereafter	16,174
Total (1)	$ 37,522

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

7. SIGNIFICANT CUSTOMERS AND EXPORT SALES:

Segment Reporting

The Company is organized and operates as one reportable segment, the design, development, manufacture and marketing of integrated circuits and related components for use primarily in the high-voltage power-conversion market. 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.

Customer Concentration

Ten customers accounted for approximately 60% and 58% of net revenues for the three and nine months ended September 30, 2013 , respectively and 64% and 65% for the same periods of 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 accounted for 10% or more of total net revenues:

	Three Months Ended September 30,		Nine Months Ended September 30,	
Customer	2013	2012	2013	2012
A	19%	20%	19%	21%
B	*	12%	*	12%

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

Customers A and B 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 consist 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. As of September 30, 2013 , and December 31, 2012 , 67% and 74% , respectively, of accounts receivable were concentrated with the Company's top 10 customers.

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

Customer	September 30, 2013	December 31, 2012
A	28%	28%
B	11%	18%

Customers A and B 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 domestic and foreign sales to distributors and direct customers outside of the Americas, comprise the following:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Hong Kong/China	47%	47%	46%	45%
Taiwan	16%	17%	15%	17%
Korea	11%	11%	12%	13%
Western Europe (excluding Germany)	11%	10%	11%	10%
Japan	4%	5%	5%	6%
Singapore	2%	1%	2%	2%
Germany	2%	1%	2%	1%
Other	2%	2%	2%	1%
Total foreign revenue	95%	94%	95%	95%

The remainder of the Company's sales are to customers within the Americas, primarily located in the United States.

Product Sales

Revenue mix by end market for the three and nine months ended September 30, 2013 and 2012 , was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
End Market	**2013**	**2012**	**2013**	**2012**
Consumer	34%	36%	35%	37%
Communications	21%	23%	21%	25%
Industrial	35%	31%	34%	27%
Computer	10%	10%	10%	11%

8. EARNINGS PER SHARE:

Basic earnings per share are calculated by dividing net income by the weighted-average shares of common stock outstanding during the period. Diluted earnings per share are calculated by dividing net income 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. Basic and diluted loss per share is calculated by dividing the net loss by the weighted-average shares of common stock outstanding during the period.

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	**2012**	**2013**	**2012**
Basic earnings per share:				
Net income (loss)	$ 16,654	$ (44,406)	$ 41,229	$ (44,121)
Weighted-average common shares	29,762	28,908	29,235	28,586
Basic earnings (loss) per share	$ 0.56	$ (1.54)	$ 1.41	$ (1.54)
Diluted earnings per share (1):				
Net income (loss)	$ 16,654	$ (44,406)	$ 41,229	$ (44,121)
Weighted-average common shares	29,762	28,908	29,235	28,586
Effect of dilutive securities:				
Employee stock plans	890	—	1,002	—
Diluted weighted-average common shares	30,652	28,908	30,237	28,586
Diluted earnings (loss) per share	$ 0.54	$ (1.54)	$ 1.36	$ (1.54)

(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 the shares underlying the 2013 and 2012 awards in the 2013 and 2012 calculation, respectively, as those shares were not contingently issuable as of the end of the period.

In the three and nine months ended September 30, 2013 , 35,000 shares and 149,000 shares, 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 three and nine months ended September 30, 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.

9. PROVISION FOR 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.

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 September 30, 2013 , the Company continues to maintain a valuation allowance on capital losses for federal purposes (see Note 15, *Transactions with Third Party* , for details on SemiSouth), and on its California deferred tax assets as the Company believes that it is not more likely than not that these deferred tax assets will be fully realized. The Company also maintains a valuation allowance with respect to certain of its deferred tax assets relating to tax credits in Canada.

Income tax expense includes a provision for (benefit from) federal, state and foreign taxes based on the annual estimated effective tax rate applicable to the Company and its subsidiaries, adjusted for certain discrete items which are fully recognized in the period they occur. The Company's effective tax rates for the three and nine months ended September 30, 2013 , were 0.1% and (3.5)% , respectively. The difference between the expected statutory rate of 35% and the Company's effective tax rate for the three months ended September 30, 2013 , was primarily due to the beneficial impact of the geographic distribution of the Company's world-wide earnings. The difference between the expected statutory rate of 35% and the Company's effective tax rate for the nine months ended September 30, 2013 , was primarily due to the beneficial impact of the geographic distribution of the Company's world-wide earnings and passage of the American Tax Relief Act of 2012 signed into law on January 2, 2013. The prior year impact of the 2012 Federal research and development tax credit benefit was recorded in the quarter ended March 31, 2013 due to the signing of the law in 2013.

The Company's effective tax rates for the three- and nine-month periods ended September 30, 2012 were 10% and (45.1)% , respectively. The difference between the expected statutory rate of 35% and the Company's effective tax rate for the three and nine month periods was associated primarily with the impairment and write-off of certain assets related to SemiSouth. The write off of preferred stock unfavorably impacted the tax rate since it resulted in a capital loss and since there were no foreseeable capital gains in the future. Also impacting the nine month period was a provision for income tax in the second quarter of 2012 which included a one-time charge of $44.8 million , in connection with settling the U.S. Internal Revenue Service ("IRS") examination of the Company's income tax returns in August 2012, for the years 2003 through 2006. The settlement included: $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 sheets, resulting in a net charge of approximately $18.1 million . Additionally, there was a $2.2 million reduction of the valuation allowance on the Company's California deferred tax assets. The fiscal years 2007 through 2009 are currently under audit by the IRS.

The tax settlement 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 future years. As a result of the royalty arrangement ending and to ensure an additional source of U.S. cash, the Company plans to repatriate a portion of its current year offshore earnings to the U.S. for domestic operations and accordingly has provided for estimated federal and state income taxes on such earnings. For earnings accumulated as of December 31, 2012, and for the remaining portion of the current year earnings, the Company continues to permanently reinvest such amounts in its foreign jurisdictions, except to the extent there is any previously taxed income which is expected to be repatriated. If circumstances change and it becomes apparent that some or all of those undistributed earnings of the Company's offshore subsidiary will be remitted in the foreseeable future but income taxes have not been recognized, the Company will accrue income taxes attributable to that remittance.

Determining the consolidated provision for (benefit from) income tax expense, income tax liabilities and deferred tax assets and liabilities involves judgment. The Company calculates and provides for income taxes in each of the tax jurisdictions in which it operates, which involves estimating current tax exposures as well as making judgments regarding the recoverability of deferred tax assets in each jurisdiction. The estimates used could differ from actual results, which may have a significant impact on operating results in future periods.

10. 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 September 30, 2013 . 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.

11. COMMITMENTS:

Supplier Agreements

Three of the Company's major suppliers have wafer supply agreements based in U.S. dollars; however, the agreements with two of these foundries, Seiko Epson Corporation, or Epson, and ROHM Lapis Semiconductor Co., Ltd., or Lapis, also allow for mutual sharing of the impact of the exchange rate fluctuation between Japanese yen and the U.S. dollar on future purchases. Each year, the Company's management and these two suppliers review and negotiate future 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 the Company and each of these suppliers on future purchases.

12. 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 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. Although the jury awarded damages, at this stage of the proceedings the Company cannot state the amount, if any, which 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 award. Fairchild also 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 to permit Fairchild to petition the Federal Circuit Court of Appeals for a further stay. 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, and the parties completed post-trial briefing on the issue of willfulness shortly thereafter. On July 22, 2010, the Court found that Fairchild willfully infringed all four of the asserted patents. The Court also invited briefing on enhanced damages and attorneys' fees, and Fairchild 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 has filed a petition seeking Supreme Court review of the Federal Circuit's ruling on damages issues, and the Supreme Court has called for a response from Fairchild later this year. On remand, the Company intends to pursue its claim for financial compensation based on Fairchild's infringement, but no further schedule has been set for such proceedings at this time.

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 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; 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 February 10, 2011, the Court issued an order maintaining the stay with respect to the products that were found to infringe and which are subject to the injunction in the other Delaware case pending the appeal in that case. 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 permit the parties to address another patent the Company has 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 enforceability of each other's patents. The Company intends to challenge adverse findings on appeal; nevertheless, the Company estimates that even if the infringement verdict on Fairchild's patent were ultimately upheld, the sales potentially impacted would amount to only about 0.3% of the Company's revenues. No schedule has been set for further proceedings, but the Company will also seek an injunction preventing further infringement of its own patents and is 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 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. The Court has issued several claim construction orders, and discovery is now closed. Both parties have filed summary judgment motions and challenges to each other's experts' testimony. Trial is scheduled for February of 2014.

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 Fairchild's patents. Fairchild has filed appeals challenging the Suzhou Court's non-infringement rulings, but the Company continues to believe the Fairchild and SG claims discussed above are without merit and will continue to contest them vigorously.

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 these motions is now complete, with a ruling expected in the coming months. No schedule has been set for the case.

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 has 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 has 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; discovery is under way on the remaining patents, with a trial scheduled for October 2014.

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. The Company believes the complaint is without merit and will contest it vigorously.

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.

Although the Company files U.S. federal, U.S. state, and foreign tax returns, its major tax jurisdiction is the U.S. In the quarter ended March 31, 2011, the IRS began an audit of fiscal years 2007 through 2009 which is currently in process.

13. RECENT ACCOUNTING PRONOUNCEMENTS:

In February 2013, the Financial Accounting Standards Board ("FASB") issued amendments to the FASB Accounting Standards Codification relating to the reporting of reclassifications out of accumulated other comprehensive income. The amendments require an entity to provide information about the amounts reclassified out of accumulated other comprehensive income by component. In addition, an entity is required to present, either on the face of the statement where net income is presented or in the notes, significant amounts reclassified out of accumulated other comprehensive income by the respective line items of net income, but only if the amount reclassified is required under U.S. GAAP to be reclassified to net income in its entirety in the same reporting period. For other amounts that are not required under U.S. GAAP to be reclassified in their entirety to net income, an entity is required to cross-reference to other disclosures required under U.S. GAAP that provide additional detail about those amounts. The Company adopted these amendments in the first quarter of 2013, and presents additional details related to other comprehensive income in Note 2, *Summary of Significant Accounting Policies.*

In July 2013, the FASB issued a new accounting standard that will require 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 will be required to adopt this new standard on a prospective basis in the first quarter of 2014; however, early adoption is permitted as is a retrospective application. The Company is currently evaluating the impact of this new standard on its Condensed Consolidated Financial Statements.

14. ACQUISITION:

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") described in the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission on April 5, 2012.

The acquisition has been accounted for using the acquisition method of accounting in accordance with Accounting Standards Codification (“ASC”) 805 - Business Combinations. Under the acquisition method of accounting, the total purchase consideration of the acquisition is allocated to the tangible assets and identifiable intangible assets and liabilities assumed based on their relative fair values. The excess of the purchase consideration over the net tangible and identifiable intangible assets is recorded as goodwill, and was derived from expected benefits from technology, cost synergies and knowledgeable and experienced workforce who joined the Company after the acquisition. 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 final purchase price 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
	Tradename		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) tradename 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
Tradename		3,600	2
Customer relationships		16,700	10
Total Concept intangibles	$	44,050	

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 remaining life of 4 - 12 years.

Tradename: The value assigned to Concept's tradename 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 tradename agreements. In addition, the rate was adjusted based on an analysis of Concept's projected performance and the importance of the tradename to the industry. The selected royalty rate was then applied to the projected revenues for the tradename. The fair value of the tradename was capitalized as of the acquisition date and is being amortized using a straight-line method to sales and marketing expenses over the estimated period of use 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 tradename 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 remaining life of 10 years.

Pro Forma Information

For the purpose of the summary unaudited pro forma combined supplemental information, the acquisition was assumed to have occurred as of January 1, 2011. The pro forma combined supplemental information reflects the currency translation from Swiss francs to US dollars for the Concept historical financial statements. The pro forma information for January 1, 2012, to September 30, 2012, has been calculated after applying the Company's accounting policies and adjusting the results of Concept to reflect the additional amortization of intangible assets, and additional cost of revenues related to the inventory markup that would have been charged assuming the fair value adjustments had been incurred as of January 1, 2011. The unaudited pro forma combined financial information is for informational purposes only and does not purport to represent what the Company's actual results would have been if the acquisition had been completed as of the date indicated above, or that may be achieved in the future. The unaudited pro forma combined supplemental information does not include the effects of any cost savings from operating efficiencies or synergies that may result from the acquisition (in thousands, except per share amounts).

	Nine Months Ended September 30,	
	2012	
Revenues	$	235,313
Net loss	$	(41,110)
Loss per share diluted	$	(1.44)

15. 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 valued the call option and the loan using Level 3 inputs in its fair-market valuation utilizing the income-approach valuation method. The Company prepared a discounted cash flow analysis using the following unobservable inputs: weighted average cost of capital, long-term revenue growth, control premium, and discount for lack of marketability. The Company then 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.

The Company's transactions with SemiSouth were evaluated for impairment when events or changes in business circumstances indicate that the carrying amount of SemiSouth related assets may not be recoverable. In evaluating impairment, the Company compares the carrying value of the assets to its estimate of undiscounted future cash flows expected to result from the use of the assets and their eventual disposition. An impairment loss is recognized when estimated future cash flows are less than the carrying amount. Estimates of future cash flows may be internally developed or based on independent appraisals and significant judgment is applied to make the estimates. Changes in the Company's strategy, assumptions and/or market conditions could significantly impact these judgments and require adjustments to its SemiSouth related assets.

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 expects to use SemiSouth's technology and foresees 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.

16. 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 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. The Credit Agreement terminates on July 5, 2015; all advances under the revolving line of cred it will become due on such date, or earlier in the event of a default. As of September 30, 2013 , the Company had no amount outstanding under the credit agreement.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and the notes to those statements included elsewhere in this Quarterly Report on Form 10-Q, and with the consolidated financial statements and management's discussion and analysis of our financial condition and results of operations in our Annual Report on Form 10-K for the year ended December 31, 2012, filed with the SEC on February 22, 2013. 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 II, Item 1A-"Risk Factors" and elsewhere in this report. See also "Cautionary Note Regarding Forward-Looking Statements" at the beginning of this report.

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 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.

While the size of the power-conversion market fluctuates with changes in macroeconomic conditions, the market has generally exhibited a modest growth rate over time as growth in the unit volumes of power supplies has largely been offset by reductions in the average selling price of components in this market. Therefore, the growth of our business depends primarily on our penetration of the power supply market, and our success in expanding the addressable market by introducing new products that address a wider range of applications. Our growth strategy includes the following elements:

- *Increase the penetration of our ICs in the "low-power" AC-DC power supply market.* The largest proportion of our revenues comes from power-supply applications requiring 50 watts of output or less. We continue to introduce more advanced products that make our IC-based solutions more attractive in this market. We have also increased the size of our sales and field-engineering staff considerably in recent years, and we continue to expand our offerings of technical documentation and design-support tools and services in order to help customers use our ICs. These tools and services include our PI Expert™ design software, which we offer free of charge, and our transformer-sample service.

- *Increase the penetration of our products in higher-power applications.* We believe we have developed and acquired technologies and products that enable us to bring the benefits of integration to applications requiring more than 50 watts of output. These include main power supplies for flat-panel TVs, desktop PCs, game consoles and LED streetlights, as well as IGBT-driver applications such as industrial motors, renewable-energy systems and electric vehicles.

- *Capitalize on the growing demand for more energy-efficient electronic products and lighting technologies, and for cleaner energy and transportation technologies.* We believe that energy-efficiency is becoming an increasingly important design criterion for power supplies due largely to the emergence of standards and specifications that encourage, and in some cases mandate, the design of more energy-efficient electronic products. Power supplies incorporating our ICs are generally able to comply with all known efficiency specifications currently in effect.

  Additionally, technological advances combined with regulatory and legislative actions are resulting in the adoption of alternative lighting technologies such as light-emitting diodes, or LEDs. We believe this presents a significant opportunity for us because our ICs are used in power-supply, or driver, circuitry for high-voltage LED lighting applications. Finally, the growing desire for less carbon-intensive sources of energy and modes of transportation represents an opportunity for us since our IGBT-driver products can be used in renewable-energy systems as well as electric trains and automobiles.

Our quarterly operating results are difficult to predict and subject to significant fluctuations. We plan our production and inventory levels based on internal forecasts of projected customer demand, which is highly unpredictable and can fluctuate substantially. Customers typically may cancel or reschedule orders on short notice without significant penalty and, conversely, often place orders with very short lead times to delivery. Also, external factors such as global economic conditions and supply-chain dynamics can cause our operating results to be volatile. Furthermore, 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 and customer mix can also cause our gross margin to fluctuate. 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. Changes in the prices of raw materials used in our products, such as copper and gold, can also affect our gross margin. 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.

Recent Results

Our net revenues were $91.7 million and $256.7 million in the three and nine months ended September 30, 2013 , respectively, compared to $78.0 million and $226.2 million in the same periods of 2012. For the three-month period we experienced growth in revenues from all four of our primary end-market categories, driven by higher unit sales for a wide range of applications including appliances, mobile-phone chargers, industrial controls, industrial motor drives, renewable-energy systems, LED lighting and desktop computers. The increase in revenue in the nine-month period of 2013 was driven by higher unit sales for industrial and consumer-appliance applications, and also by the acquisition of Concept in May 2012 (as no revenues from Concept were included in our results for the first four months of 2012). Our top ten customers, including distributors that resell to OEMs and merchant power supply manufacturers, accounted for 60% and 58% of our net revenues in the three and nine months ended September 30, 2013 , respectively, and 64% and 65% in the same periods of 2012. Our top two customers, both distributors of our products, collectively accounted for approximately 28% of our net revenues in both the three and nine months ended September 30, 2013 , and our top two customers accounted for 32% and 33% of our net revenues in the three and nine months ended September 30, 2012 , respectively. International sales accounted for 95% of our net revenues in both the three and nine months ended September 30, 2013 , and 94% and 95% in the same periods of 2012, respectively.

Our gross profit margin was 53% of net revenues in both the three and nine months ended September 30, 2013 , compared to 50% and 49% in the three and nine months ended September 30, 2012 . The increase in gross margin for the three and nine months ended September 30, 2013 , compared with the same periods in the prior year, was driven primarily by lower manufacturing costs stemming from a combination of internal cost-reduction initiatives, unit-cost benefits from higher production volumes, and the 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. For the nine-month period, our gross margin was also affected by a more favorable end-market mix, as a higher percentage of our sales came from the industrial market, reflecting the Concept acquisition as well as growth in consumer appliances, industrial-control applications, LED lighting and other industrial applications.

Total operating expenses in the three and nine months ended September 30, 2013 , were $32.2 million and $95.9 million, respectively, compared to $55.0 million and $109.2 million in the same periods of 2012, respectively. Expenses were higher in the 2012 periods due primarily to charges related to SemiSouth . In October 2012, we determined that our SemiSouth-related assets were impaired as of September 30, 2012. As a result we incurred a charge of $25.3 million as of September 30, 2012, comprising the write-offs of a prepaid royalty of $10.0 million and $15.3 million related to the contingent purchase commitment under which we expected SemiSouth's intellectual property to be put to us by the financing company that then owned it. Refer to Note 15, *Transactions With Third Party* , in our Notes to Condensed Consolidated Financial Statements for details on the SemiSouth charge. This decrease was partially offset by a year-over-year increase, driven primarily by higher payroll and related expenses (including stock-based compensation expenses) due to increased headcount mainly attributable to our acquisition of Concept, and increased amortization of intangible assets, including the Concept tradename and customer relationships (refer to Note 14, Acquisition, in our Notes to Condensed 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 (“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 Condensed 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 ma de to distributors in the nine months ended September 30, 2013 , and 74% in the twelve months ended December 31, 2012. 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 requires 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 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 September 30, 2013 , and December 31, 2012 , was approxima tely $27.8 million and $20.7 million , respectively. The total deferred cost as of September 30, 2013 , and December 31, 2012 , was approximately $10.9 million and $9.1 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 reserve appears as a reduction to accounts receivable 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 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 cost to recognize. Changes in these estimates could result in changes to our compensation charges.

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 September 30, 2013 , 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 Federal capital losses.

We engage in qualifying activities for R&D credit purposes. The American Tax Relief Act of 2012 was signed into law on January 2, 2013. Per ASC 740-10-45-15 guidance, we accounted for the reinstated 2012 Federal R&D tax credit as a discrete event in the first quarter of 2013.

Although we file U.S. federal, U.S. state, and foreign tax returns, our major tax jurisdiction is the U.S. In the quarter ended March 31, 2011, the IRS began an audit of fiscal years 2007 through 2009, and the audit is currently in process.

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 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 quarter 2012, and concluded that no impairment existed as of December 31, 2012 . Additionally, no impairment indicators have been identified during the nine months ended September 30, 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, in-process research and development 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 certain operating data as a percentage of net revenues for the periods indicated.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Net revenues	100.0%	100.0 %	100.0 %	100.0 %
Cost of revenues	46.8	50.3	47.5	50.9
Gross profit	53.2	49.7	52.5	49.1
Operating expenses:				
Research and development	14.2	14.6	15.1	15.1
Sales and marketing	12.2	13.2	13.0	12.2
General and administrative	8.7	10.2	9.2	9.8
Charge related to SemiSouth	—	32.4	—	11.2
Total operating expenses	35.1	70.4	37.3	48.3
Income (loss) from operations	18.1	(20.7)	15.2	0.8
Other income (expense):				
Charge related to SemiSouth	—	(43.5)	—	(15.0)
Other income, net	0.1	1.1	0.4	0.7
Other income (expense), net	0.1	(42.4)	0.4	(14.3)
Income (loss) before provision for (benefit from) income taxes	18.2	(63.1)	15.6	(13.5)
Provision for (benefit from) income taxes	—	(6.3)	(0.5)	6.1
Net income (loss)	18.2%	(56.8)%	16.1 %	(19.6)%

Comparison of the Three and Nine Months Ended September 30, 2013 and 2012

Net revenues. Net revenues consist of revenues from product sales, which are calculated net of returns and allowances. Net revenues for the three and nine months ended September 30, 2013 , were $91.7 million and $256.7 million, respectively, compared with $78.0 million and $226.2 million in the same periods of 2012. For the three-month period we experienced growth in revenues from all four of our primary end-market categories, driven by higher unit sales for a wide range of applications including appliances, mobile-phone chargers, industrial controls, industrial motor drives, renewable-energy systems, LED lighting and desktop computers. The increase in revenue in the nine-month period of 2013 was driven by higher unit sales for industrial and consumer-appliance applications, and also by the acquisition of Concept in May 2012 (as no revenues from Concept were included in our results for the first four months of 2012).

Our net revenue mix by end market for the three and nine months ended September 30, 2013 , compared to the three and nine months ended September 30, 2012 , were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
End Market	2013	2012	2013	2012
Consumer	34%	36%	35%	37%
Communications	21%	23%	21%	25%
Industrial	35%	31%	34%	27%
Computer	10%	10%	10%	11%

International sales, consisting of sales outside of the Americas based on “ship to” customer locations, were $86.7 million and $242.6 million in the three and nine months ended September 30, 2013 , respectively, and $73.7 million and $214.3 million, respectively, in the same periods of 2012. Although power converters using our products are distributed to end markets worldwide, most are manufactured in Asia. As a result, sales to this region represented 80% of our net revenues for the both the three and nine months ended September 30, 2013 , respectively, and 82% of our net revenues for both the three and nine months ended September 30, 2012 . We expect international sales, and sales to the Asia region in particular, to continue to account for a large portion of our net revenues in the future.

Sales to distributors accounted for 75% of net revenues in both the three and nine months ended September 30, 2013 , and 76% and 74%, respectively, in the same periods of 2012, with direct sales to OEMs and power-supply manufacturers accounting for the remainder.

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
Customer	**2013**	**2012**	**2013**	**2012**
A	19%	20%	19%	21%
B	*	12%	*	12%

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

Customers A and B are distributors of our products. No other customers accounted for 10% or more of our net revenues in these periods.

Gross profit. Gross profit is net revenues less cost of revenues. Our cost of revenues consists primarily of costs associated with 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 facilities, amortization of acquired intangible assets and overhead associated with the management of our supply chain. Gross margin is gross profit divided by net revenues. The table below compares gross profit and gross margin for the three and nine months ended September 30, 2013 and 2012 (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	**2012**	**2013**	**2012**
Net revenues	$ 91.7	$ 78.0	$ 256.7	$ 226.2
Gross profit	$ 48.8	$ 38.8	$ 134.8	$ 111.1
Gross margin	53.2%	49.7%	52.5%	49.1%

The increase in gross margin for the three and nine months ended September 30, 2013 , compared with the same periods in the prior year, was driven primarily by lower manufacturing costs stemming from a combination of internal cost-reduction initiatives, unit-cost benefits from higher production volumes, and the 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. For the nine-month period, our gross margin was also affected by a more favorable end-market mix, as a higher percentage of our sales came from the industrial market, reflecting the Concept acquisition as well as growth in consumer appliances and industrial-control applications, including LED lighting and other industrial applications.

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 such products are released to production. The table below compares R&D expenses for the three and nine months ended September 30, 2013 and 2012 (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	**2012**	**2013**	**2012**
Net revenues	$ 91.7	$ 78.0	$ 256.7	$ 226.2
R&D expenses	$ 13.0	$ 11.4	$ 38.7	$ 34.1
R&D expenses as a % of net revenue	14.2%	14.6%	15.1%	15.1%

R&D expenses increased in the three and nine months ended September 30, 2013 , compared to the same periods in 2012. The increase in the three-month period was driven primarily by increased payroll and related expenses as a result of increased headcount to expand our product development efforts. The increase in the nine month period was due mainly to our acquisition of Concept in May 2012. In addition, outside service expenses related to new product design and development increased in both the three- and nine-month periods of 2013 compared to 2012.

Sales and marketing expenses. Sales and marketing expenses consist primarily of employee-related expenses, including stock-based compensation, commissions to sales representatives, amortization of 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 three and nine months ended September 30, 2013 and 2012 (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Net revenues	$ 91.7	$ 78.0	$ 256.7	$ 226.2
Sales and marketing expenses	$ 11.2	$ 10.3	$ 33.4	$ 27.6
Sales and marketing expenses as a % of net revenue	12.2%	13.2%	13.0%	12.2%

Sales and marketing expenses increased in the three and nine months ended September 30, 2013 , compared to the same periods in 2012. The increase in the three-month period was due primarily to the expansion of our sales force, resulting in higher salary and related expenses including bonus and commission expense. The increase in the nine-month period 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 increase for the nine-month period, as did higher marketing expenses, which increased due to the development of marketing materials for our Concept IGBT-driver product line as well as trade-show attendance in Asia.

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 three and nine months ended September 30, 2013 and 2012 (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Net revenues	$ 91.7	$ 78.0	$ 256.7	$ 226.2
G&A expenses	$ 8.0	$ 7.9	$ 23.8	$ 22.1
G&A expenses as a % of net revenue	8.7%	10.2%	9.2%	9.8%

G&A expenses increased in the three months ended September 30, 2013 , due primarily to increased headcount year over year, partially offset by decreased legal expenses related to our ongoing patent litigation (refer to Note 12, *Legal Proceedings and Contingencies* **,** in our Notes to Condensed Consolidated Financial Statements for details), and a decrease in professional service expenses due to higher expenses in 2012 resulting from our Concept acquisition, as well as our IRS audit settlement. Expenses increased in the nine months ended September 30, 2013 , compared to the same periods of 2012, due primarily to increased headcount from our acquisition of Concept in May of 2012, resulting in increased payroll and related expenses, including stock-based compensation expense, partially offset by decreased legal and professional service expenses, as mentioned above.

Charge Related to SemiSouth. In October 2012, we determined that our SemiSouth-related assets were impaired as of September 30, 2012. As a result we incurred a charge of $25.3 million as of September 30, 2012, comprising the write-offs of a prepaid royalty of $10.0 million and $15.3 million related to the contingent purchase commitment under which we expected SemiSouth's intellectual property to be put to us by the financing company that then owned it. Refer to Note 15, *Transactions With Third Party* , in our Notes to Condensed 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, the impact of foreign exchange gain or loss, in addition to an impairment charge related to SemiSouth. The table below compares other income (expense), net for the three and nine months ended September 30, 2013 and 2012 (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Net revenues	$ 91.7	$ 78.0	$ 256.7	$ 226.2
Other income (expense)	$ 0.1	$ (33.1)	$ 0.9	$ (32.3)
Other income (expense) as a % of net revenue	0.1%	(42.4)%	0.4%	(14.3)%

Other income (expense), net, increased in the three and nine months ended September 30, 2013 , compared to the same periods in 2012. The increase was due primarily to a 2012 impairment charge for SemiSouth of $33.9 million, comprising the write-off of $6.9 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 15, *Transactions with Third Party* , in our Notes to Condensed Consolidated Financial Statements for details on the SemiSouth impairment.

Provision for (benefit from) income taxes . Provision for (benefit from) income taxes represents federal, state and foreign taxes. The table below compares income tax expenses (benefits) for the three and nine months ended September 30, 2013 and 2012 (dollars in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2013	2012	2013	2012
Income (loss) before provision for (benefit from) income taxes	$ 16.7	$ (49.3)	$ 39.8	$ (30.4)
Provision for (benefit from) income taxes	$ —	$ (4.9)	$ (1.4)	$ 13.7
Effective tax rate	0.1%	10.0%	(3.5)%	(45.1)%

The difference between the expected statutory rate of 35% and our effective tax rate for the three months ended September 30, 2013 , was primarily due to the beneficial impact of the geographic distribution of our world-wide earnings. The difference between the expected statutory rate of 35% and our effective tax rate for the nine months ended September 30, 2013 , was primarily due to the beneficial impact of the geographic distribution of our world-wide earnings and the effects of the American Tax Relief Act of 2012, which resulted in the 2012 federal research-and-development tax credit being recorded in the quarter ended March 31, 2013. The difference between the expected statutory rate of 35% and our effective tax rate for the three and nine months ended September 30, 2012 , was associated primarily with the impairment and write-off of certain assets related to SemiSouth. The write-off of preferred stock negatively impacted the tax rate since it resulted in a capital loss. Since there were no foreseeable capital gains in the future, this also resulted in an unfavorable impact on the tax rate. Also impacting the nine-month period was a one-time charge of $44.8 million recorded in June 2012, in connection with the resolution of U.S. Internal Revenue Service ("IRS") examination of our income tax returns in August 2012, for the years 2003 through 2006. The settlement included: $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 our condensed consolidated balance sheets, resulting in a net charge of approximately $18.1 million . Additionally, there was a $2.2 million reduction of the valuation allowance on our California deferred tax assets.

Liquidity and Capital Resources

As of September 30, 2013 , we had $180.2 million in cash, cash equivalents and short-term investments, an increase of approximately $85.0 million from $95.2 million as of December 31, 2012. As of September 30, 2013 , we had working capital, defined as current assets less current liabilities, of $200.4 million, an increase of approximately $76.1 million from $124.3 million as of December 31, 2012.

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. 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 July 5, 2015; all advances under the revolving line of credit will become due on such date, or earlier in the event of a default. As of September 30, 2013 , we had no amounts outstanding under our agreement.

Operating activities generated cash of $75.2 million in the nine months ended September 30, 2013 . Net income for this period was $41.2 million; we also incurred non-cash depreciation, amortization and stock-based compensation expenses of $12.1 million, $5.5 million and $12.2 million, respectively. Significant changes in operating assets and liabilities included; (1) a $4.4 million decrease in inventory due primarily to strong third-quarter product shipments, (2) a $5.3 million increase in deferred income on sales to distributors due to increased inventory levels at our distributors in order to support increased demand, (3) a $3.0 million increase in accounts payable due to the timing of payments for inventory, partially offset by a $0.9 million payment to one of our foundries in the first quarter of 2013 for product development. These additional sources of cash and non-cash items were partially offset by a $7.6 million increase in accounts receivable due to higher customer shipments in September 2013 versus December 2012.

Operating activities generated cash of $29.7 million in the nine months ended September 30, 2012. The net loss for this period was $44.1 million; we also incurred non-cash depreciation, amortization of intangible assets and stock-based compensation expenses of $11.4 million, $3.3 million and $10.5 million, respectively. In addition, we incurred a $59.2 million (of which $43.9 million was non-cash) impairment charge related to our SemiSouth assets (refer to Note 15, *Transactions With Third Party,* in our Notes to Condensed Consolidated Financial Statements, for details on our SemiSouth impairment and charges). Additional sources of cash included (1) a $15.7 million decline in inventory due to reduced wafer purchases, and (2) a $4.8 million increase in accounts payable primarily due to the timing of payments and our acquisition of Concept. These sources of cash were partially offset by (1) a $28.3 million decrease in taxes payable and other accrued liabilities primarily in connection with our IRS agreement, refer to Note 9, *Provision for Income Tax* , in our Notes to Condensed Consolidated Financial Statements for details on our agreement, and (2) a $11.3 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 nine months ended September 30, 2013 , resulted in a $81.1 million net use of cash, consisting primarily of: (1) $11.3 million for purchases of property and equipment, primarily for machinery and equipment for our New Jersey facility as well as building improvements in San Jose, California, and an ERP software upgrade, and (2) $70.8 million, net, for purchases of marketable securities.

Our investing activities in the nine months ended September 30, 2012, resulted in a $109.0 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 15, *Transactions With Third Party* , in our Notes to Condensed Consolidated Financial Statements, for further details) and (3) $12.2 million for purchases of property and equipment, primarily manufacturing equipment to support our growth, and building improvements in connection with our research and development facility in New Jersey. These uses of cash were partially offset by $36.8 million of proceeds from maturities of marketable securities.

Our financing activities in the nine months ended September 30, 2013 , resulted in net cash proceeds of $20.6 million. Financing activities consisted primarily of proceeds of $27.6 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 $7.0 million for the payment of dividends to stockholders. Our financing activities in the nine months ended September 30, 2012, resulted in net cash proceeds of $14.2 million. Financing activities consisted primarily of proceeds of $18.0 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, partially offset by $4.3 million for the payment of dividends to stockholders.

In January 2013, our board of directors declared four quarterly cash dividends in the amount of $0.08 per share to be paid to stockholders of record at the end of each quarter in 2013. The quarterly dividends, 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.

In October 2013, our board of directors continued the dividend payment by declaring 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. 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.

In October 2012, our board of directors authorized the use of $50.0 million for the repurchase of our common stock. Repurchases are executed according to pre-defined price/volume guidelines set by the board of directors. In the nine months ended September 30, 2013 , we did not purchase any common stock under the program. As of September 30, 2013 , we had $29.5 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 and other factors.

As of September 30, 2013 , we had a contractual obligation related to income tax, which consisted primarily of unrecognized tax benefits of approximately $12.7 million. The tax obligation was classified as long-term income taxes payable and a portion is recorded in deferred tax assets in our condensed consolidated balance sheet. The settlement period for our income tax liabilities cannot be determined; however, they are not expected to be due within the next year.

There were no other material changes, other than stated in the liquidity section above, outside of the ordinary course of business in our contractual commitments reported in our Annual Report on Form 10-K for the year ended December 31, 2012.

Our existing cash, cash equivalents and investment balances may change during the year due to changes in our planned cash outlays, including changes in incremental costs such as direct and integration costs related to our acquisitions. Undistributed earnings of our foreign subsidiaries of approximately $84.0 million at December 31, 2012, are considered to be indefinitely reinvested and, accordingly, no provision for Federal income taxes has been provided thereon. Upon distribution of those earnings in the form of dividends or otherwise, we would be subject to both U.S. Federal and State income taxes (subject to an adjustment for foreign tax credits, where applicable) and withholding taxes payable to various foreign countries. It is not practicable to determine the income tax liability that might be incurred if these earnings were to be distributed in the event funds from foreign operations are needed.

If our operating results deteriorate during the remainder of 2013, 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 credit agreement 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 September 30, 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.

Recent Accounting Pronouncements

In February 2013, the Financial Accounting Standards Board ("FASB") issued amendments to the FASB Accounting Standards Codification relating to the reporting of reclassifications out of accumulated other comprehensive income. The amendments require an entity to provide information about the amounts reclassified out of accumulated other comprehensive income by component. In addition, an entity is required to present, either on the face of the statement where net income is presented or in the notes, significant amounts reclassified out of accumulated other comprehensive income by the respective line items of net income, but only if the amount reclassified is required under U.S. GAAP to be reclassified to net income in its entirety in the same reporting period. For other amounts that are not required under U.S. GAAP to be reclassified in their entirety to net income, an entity is required to cross-reference to other disclosures required under U.S. GAAP that provide additional detail about those amounts. We adopted these amendments in the first quarter of 2013, and present additional details regarding other comprehensive income in Note 2, *Summary of Significant Accounting Policies*, in our Notes to Condensed Consolidated Financial Statements.

In July 2013, the FASB issued a new accounting standard that will require the presentation of certain unrecognized tax benefits as reductions to deferred tax assets rather than as liabilities in our Condensed Consolidated Balance Sheets when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. We will be required to adopt this new standard on a prospective basis in the first quarter of 2014; however, early adoption is permitted as is a retrospective application. We are currently evaluating the impact of this new standard on our Condensed Consolidated Financial Statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There has not been a material change in our exposure to foreign currency exchange and interest rate risks from that described in our 2012 Annual Report on Form 10-K.

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 at the date of purchase 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, and therefore 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. Our portfolio includes only marketable securities with active secondary or resale markets to facilitate portfolio liquidity. At September 30, 2013 , and December 31, 2012 , we held primarily cash equivalents and short-term investments with fixed interest rates.

Our investment securities are subject to market interest rate risk and will vary in value as market interest rates fluctuate. We monitor our investments per our above-mentioned investment policy; therefore, if market interest rates were to increase or decrease by 10% from interest rates as of September 30, 2013 , or December 31, 2012 , 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 September 30, 2013 , our primary transactional currency was U.S. dollars; in addition, we hold cash in Swiss francs and Euro as a result of our acquisition of Concept. We maintain cash denominated in Swiss francs and Euro to fund Concept operations. 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 foreign exchange rate fluctuation between the U.S. dollar versus the Swiss franc and Euro is recorded in other income in our condensed consolidated statements of income.

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 September 30, 2013 , and December 31, 2012 , we did not have an open foreign currency hedge program utilizing foreign currency forward exchange contracts.

Two of our major suppliers, Seiko Epson Corporation, or Epson, and ROHM Lapis Semiconductor Co., Ltd., or Lapis, 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 on future purchases. Each year, our management and these two suppliers review and negotiate future 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 on future purchases.

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 4. CONTROLS AND PROCEDURES

Limitation on Effectiveness of Controls

Any control system, no matter how well designed and operated, can provide only reasonable assurance as to the tested objectives. The design of any control system is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote. The inherent limitations in any control system include the realities that judgments related to decision-making can be faulty, and that reduced effectiveness in controls can occur because of simple errors or mistakes. Due to the inherent limitations in a cost-effective control system, misstatements due to error may occur and may not be detected.

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 (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 Quarterly Report on Form 10-Q, 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. 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.

Changes in Internal Control over Financial Reporting

On May 1, 2012, we completed the acquisition of Concept. We are in the process of integrating Concept into our systems and control environment as of September 30, 2013 . We believe that we have taken the necessary steps to monitor and maintain appropriate internal control over financial reporting during this integration. There were no changes in our internal control over financial reporting during the quarter ended September 30, 2013 , 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.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Information with respect to this item may be found in Note 12, *Legal Proceedings and Contingencies,* in our Notes to Condensed Consolidated Financial Statements included in Part I, Item 1, of this Quarterly Report on Form 10-Q, which information is incorporated herein by reference.

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. The risks facing our business have not changed substantively from those discussed in our Annual Report on Form 10-K for the year ended December 31, 2012, except for those risk factors below designated by an asterisk (*).

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;
- risks associated with acquisitions and strategic investments;
- our ability to successfully integrate, or realize the expected benefits from, our acquisitions;
- 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 recently enacted 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;
- an audit by the Internal Revenue Service, for fiscal years 2007 - 2009;
- our ability to attract and retain qualified personnel;
- 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, standby power supplies for PCs, and power supplies for 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 accou nted for 75% of net revenues in the nine months ended September 30, 2013, and 74% of net revenues in the twelve months ended December 31, 2012. 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 2013 to 2030. 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 12, *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 for patent infringement in China, even though we have received an initial judgment in our favor, this case is still under the appeals process, and in China the outcome of litigation can be more uncertain than in the United States. 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 Americas account for, and have accounted for a large portion of our net revenues, including appr oximately 95% of our net revenu es for the nine months ended September 30, 2013, and 95% of our net revenues for the year ended December 31, 2012 . 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.

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 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.

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, that 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 Power Integrations and each of these suppliers. We completed the acquisition of Concept in the second quarter of 2012, which is located in Biel, Switzerland. Included in the assets acquired was cash denominated in Swiss francs and Euro, which will be used to fund Concept operations. The functional currency of Concept is the U.S. dollar, gains and losses arising from the remeasurement 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 in April 2018, August 2014, December 2020 and December 2020, respectively. 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 recent 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 m anufacturers account for a significant portion of our revenues. Specifically, our top ten customers, including distributors, accounted for 58% of our net revenues in the nine months ended September 30, 2013, and 64% in the year ended December 31, 2012 . 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.

The IRS is auditing us for fiscal years 2007 through 2009. If the IRS challenges any of the tax positions we have taken and we are not successful in defending our positions, we may be obligated to pay additional taxes, as well as penalties and interest, and may also have a higher effective income tax rate in the future. 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.

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.

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 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

In October 2012, our board of directors authorized the use of $50.0 million for the repurchase of our common stock. Repurchases are executed according to pre-defined price/volume guidelines set by the board of directors. In the third quarter of 2013, we did not purchase any common stock under the program due to the then current stock price levels. As of September 30, 2013 , we had $29.5 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.

ITEM 6. EXHIBITS

See the Exhibit Index immediately following the signature page to this Quarterly Report on Form 10-Q, which is incorporated by reference here.

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:	November 1, 2013	By:	/s/ SANDEEP NAYYAR
			Sandeep Nayyar Chief Financial Officer (Duly Authorized Officer, Principal Financial Officer and Chief Accounting Officer)

INDEX TO EXHIBITS

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 filed 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 filed on April 26, 2013, SEC File No. 000-23441.)
4.1	Reference is made to Exhibits 3.1 to 3.2.
10.1	Development Addendum to Wafer Supply Agreement, dated September 22, 2013, between Seiko Epson Corporation and Power Integrations International Ltd.*
10.2	Executive officer Benefits agreement, dated as of July 26, 2013, between Power Integrations, Inc. and Radu Barsan
10.3	Executive officer Benefits agreement, dated as of July 26, 2013, between Power Integrations, Inc. and Mike Matthews
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.

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* Portions of this exhibit have been omitted pursuant to a request for confidential treatment, which portions were omitted and filed separately with the Securities and Exchange Commission.

** The certifications attached as Exhibits 32.1 and 32.2 accompanying this Form 10-Q, 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-Q, irrespective of any general incorporation language contained in such filing.

Exhibit 10.1

DEVELOPMENT ADDENDUM TO WAFER SUPPLY AGREEMENT

This development addendum (this “ADDENDUM") supplementing the wafer supply agreement between the Parties effective April 1, 2005 (the “AGREEMENT”) is made and entered into as of September 22, 2013, between:

1) SEIKO EPSON CORPORATION, a corporation organized and existing under the laws of Japan and having its principal office at 3-5, Owa 3-chome, Suwa-shi, Nagano-ken, 392-8502 Japan ("Epson") and
2) POWER INTEGRATIONS INTERNATIONAL LTD., a Cayman Islands corporation having a place of business at P.O. Box 219, Strathvale House, North Church Street, George Town, Grand Cayman, Cayman Islands ("PI").

Epson and PI are herein referred to collectively as “Parties” and individually as “Party”.

WHEREAS the Parties desire to develop a semiconductor fabrication process referred to by the parties as the “[*] Process” which shall be based on [*] process and [*] processes (“DEVELOPMENT”),

WHEREAS the Parties have had a commercial relationship pursuant to the AGREEMENT and amendments thereto,

now therefore Epson and PI hereby agree to supplement the AGREEMENT with the mutual covenants contained in this ADDENDUM.

I. DESIGNATIONS

a) [*] process shall be considered [*] consistent with the terms of the AGREEMENT;

b) [*] processes shall be considered [*] consistent with terms of the AGREEMENT;

c) The fabrication of sample wafers during development of the [*] Process shall be considered consistent with the terms for [*] under the AGREEMENT.

II. SUMMARY OF THE DEVELOPMENT

a) The DEVELOPMENT shall consist of three stages with milestone events for each stage as summarized in the Section IV of this ADDENDUM and detailed in a separate mutually agreed to [*] Development Plan. Every time each one of such milestone event is completed to the satisfaction of the Parties, [*] determine whether the DEVELOPMENT shall advance to the next stage or not. [*] shall be entitled to decide not to move on to the next stage of the DEVELOPMENT [*] resulting from the decision not to move on to the next stage. **[*]** may discontinue the DEVELOPMENT and terminate this ADDENDUM [*] or [*] if [*] the results of the DEVELOPMENT.

b) Decisions not to move on to the next stage or to discontinue the DEVELOPMENT shall also end the obligations of the Parties to perform the development tasks set forth in Section III of this ADDENDUM. Further, the DEVELOPMENT will be deemed unsuccessful if it is decided not to move on to the next stage or to discontinue the DEVELOPMENT. However, decisions not to move on to the next stage or to discontinue the DEVELOPMENT shall have no impact on the other obligations of the AGREEMENT and its amendments or on the non-disclosure and intellectual property provisions in Sections IX and X of this ADDENDUM.

c) Notwithstanding the provisions of the preceding two paragraphs, [*] shall not be released from the obligation to [*] in the Section [*] of this ADDENDUM.

d) Epson will fabricate sample wafers required for the DEVELOPMENT.

e) A complete set of technical documentation of the [*] Process shall be included in the results of the DEVELOPMENT.

III. DEVELOPMENT TASKS OF EACH PARTY

Development tasks of each of the Parties in the DEVELOPMENT shall include the following:

a) Epson: [*] and [*] and [*].

b) PI: [*] and [*] and [*] and [*].

THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL TECHNICAL INFORMATION DISCLOSED DURING PERFORMANCE OF THE TASKS IN THIS ADDENDUM AND ALL SAMPLE WAFERS DELIVERED UNDER THIS ADDENDUM ARE ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHERMORE, NEITHER PARTY MAKES ANY WARRANTY TO THE OTHER PARTY THAT ITS EFFORTS WILL YIELD ANY PARTICULAR RESULT.

IV. SUMMARY OF THE STAGES UNDER THE DEVELOPMENT

a) First stage: [*].

b) Second stage: [*].

c) Third stage: [*].

V. RESULTS OF SUCCESSFUL DEVELOPMENT

a) At the completion of the Third Stage, [*] determine whether the DEVELOPMENT was successful or not. Should the DEVELOPMENT be deemed successful, PI shall entrust fabrication of wafers based on the [*] Process with Epson until the cumulative number of wafers fabricated by Epson in mass production exceeds [*] or [*] have passed since commencement of mass production of wafers based on the results of the DEVELOPMENT of [*] Process with Epson,

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

whichever comes earlier (the "Production Exclusive Period"), and until then PI shall not entrust a fabrication of wafers based on a successful DEVELOPMENT of the [*] Process with Epson with any party other than Epson, unless (a) Epson agrees in advance with PI's entrustment of the fabrication of wafers based on a successful DEVELOPMENT of the [*] Process with Epson to the other party or (b) Epson is unable or unwilling to fulfill PI's requirements for such wafers.

VI. DEVELOPMENT FEE

PI shall pay the development fee in three installments as follows to Epson, through Epson Electronics America, Inc.:

a) First payment: [*] by [*].

b) Second payment: [*] by [*] subject to the condition that [*].

c) Third payment: [*] by [*] subject to the condition that [*].

d) Library Development Fee: [*] by [*] subject to the condition that [*].

Epson shall separately inform PI of a bank account to which the installment payments are to be made. The Parties agree that such payments shall be non-refundable and that in any event Epson shall not be obligated to repay any amount once paid by PI.

The Parties agree that this development fee excludes all customs duties, port dues, and other charges and taxes in connection with the payment of development fee and/or sample wafers and that PI shall bear those, if levied.

VII. TREATMENT OF SAMPLE WAFERS TO BE DELIVERED BY EPSON

a) [*] for each sample wafer which PI requests and Epson delivers to PI. [*] for each sample wafer shall be determined by Epson and PI separately.

b) [*] for sample wafers which PI has not requested, but Epson delivers to PI at [*].

The Parties agree that all customs duties, port dues, and other charges and taxes in connection with delivery of such sample wafer shall be [*], if levied.

VIII. RESPONSIBILITIES REGARDING THE [*] PROCESS

The following outlines rules regarding responsibility when utilizing the [*] Process in the fabrication and/or mass production of wafers based on the [*] Process.

a) Epson shall be responsible for any problem arising from its [*] process.

b) PI shall be responsible for any problem arising from its [*] process and/or its design.

Notwithstanding the provision a) of this paragraph, if PI's entrusts the fabrication of wafers based on a successful DEVELOPMENT of the [*] Process to any party other than Epson in accordance with Section V, EPSON shall [*] regarding the wafers fabricated by such party using the [*] PROCESS.

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

IX. INTELLECTUAL PROPERTY RIGHTS

a) Each Party shall retain and/or obtain any and all intellectual property rights consistent with the terms of the AGREEMENT and designations above.

b) [*] may utilize the [*] Process for ICs for [*] final products distributed under its own brand if [*], provided, however, that, [*] will not sell such ICs to any third party for any other purpose than incorporation into [*]-branded finished products. [*] anticipates that [*] utilization by [*] of the [*] Process to fabricate [*] ICs.

c) Upon completion of the Production Exclusive Period, PI may entrust the production of wafers using the [*] Process with any entity whatsoever without any liability to Epson and Epson hereby grants PI a [*] license (including license of necessary intellectual property rights), [*], to exploit and use the [*] Process (including, without limitation, the [*] Process and all deliverables set forth in the SOW) in any manner. The Parties further agree that in the event PI entrusts fabrication of wafers based on the [*] Process with any party other than Epson, Epson shall [*] in connection with, [*] such entrustment and/or wafer production, including [*].

X. NON-DISCLOSURE

The Parties agree that by executing this ADDENDUM , the “Non-Disclosure Agreement” executed by and among Epson, PI and Epson Electronics America, Inc. as of May 30 th , 2011 (“NDA”) shall be superseded by the AGREEMENT and any “Confidential Information” disclosed under the “Non-Disclosure Agreement will be covered by the terms of the AGREEMENT.

XI. TERM

This ADDENDUM shall become effective on the date first above written and shall remain in force until the termination of the AGREEMENT. Sections I, IX, X and XII shall survive termination of this ADDENDUM.

XII. GOVERNING LAW

This ADDENDUM shall be solely and exclusively governed by, construed and interpreted in accordance with the laws of the State of California, USA, without giving effect to its conflicts of law provisions. Each Party hereby irrevocably agrees and expressly consents to the non-exclusive jurisdiction of, and venue in, the state and federal courts in Santa Clara County, California, for any dispute, difference or controversy arising from or relating to this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from, and shall not apply to, this ADDENDUM.

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

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM by authorized representative of the parties:

Seiko Epson Corporation		Power Integrations International LTD.	
By:	/s/ Kazuhiro Takenaka	By:	/s/ John Tomlin
Name:	Kazuhiro Takenaka	Name:	John Tomlin
Title:	Deputy COO of Microdevices	Title:	President

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

Exhibit 10.2

POWER INTEGRATIONS, INC.

EXECUTIVE OFFICER BENEFITS AGREEMENT

This Executive Officer Benefits Agreement (the ***"Agreement"***) is made and entered into as of July 26, 2013 (the ***"Effective Date"***), by and between **Power Integrations, Inc.** , a Delaware corporation, (the " ***Company*** ") and Radu Barsan, (" ***Executive*** ").

Recitals

A. Executive is an executive officer of the Company and possesses valuable knowledge of the Company, its business and operations, and the markets in which the Company competes.

B. The Company draws upon the knowledge, experience and advice of Executive in order to manage its business for the benefit of the Company's stockholders.

C. The Board of Directors desires to supplement Executive's employment arrangements so as to provide additional compensation and benefits to the Executive to encourage Executive to continue to devote his attention and dedication to the Company and to create additional incentives to continue his employment with the Company.

D. For the purposes of this Agreement the " ***Option Effective Date*** " shall mean the Effective Date.

Agreement

Therefore, in consideration of the mutual agreements, covenants and considerations contained herein, the undersigned hereby agree and acknowledge as follows:

1. The parties hereby agree to the terms hereof, including the terms set forth on Exhibit A hereto. The Board of Directors has determined Executive shall be eligible to receive the benefits hereunder immediately upon the Effective Date and shall not be subject to the requirement of completing one year of continuous service as an executive officer of the Company prior to receiving such benefits, as set forth in Section 1(h).

2. This Agreement may only be modified or amended by a supplemental written agreement signed by Executive and the Company.

In Witness Whereof, the undersigned have executed this **Executive Officer Benefits Agreement,** intending to be legally bound as of the Effective Date.

COMPANY:		**Power Integrations, Inc.**
	By:	/s/ Balu Balakrishnan
		Name: Balu Balakrishnan
		Title: President and CEO
	Date:	July 26, 2013
EXECUTIVE:		
	By:	/s/ Radu Barsan
		Radu Barsan
	Date:	July 26, 2013
		Address for Notice: Executive's home address as reflected in the records of the Company

Exhibit A

TERMS OF EXECUTIVE OFFICER BENEFITS AGREEMENT

Executive : Radu Barsan

Effective Date : July 26, 2013

1. Definitions . As used in this Agreement, unless the context requires a different meaning, the following terms shall have the meanings set forth herein:

(a) " ***Bonus Stock Unit Award*** " means a restricted stock unit award issued by the Company to Executive that is a performance stock unit award.

(b) " ***Cause*** " means:

(i) A material act of theft, dishonesty, fraud, intentional falsification of any employment or Company records or the commission of any criminal act which impairs Executive's ability to perform his/her duties under this Agreement;

(ii) A material improper disclosure of the Company's confidential, business or proprietary information by Executive;

(iii) Any action by Executive intentionally causing or expected to cause material harm to the reputation and standing of the Company, or gross negligence or willful misconduct in the performance of Executive's assigned duties (but not mere unsatisfactory performance); or

(iv) The Executive's conviction (including any plea of guilty or nolo contendere) for a felony causing material harm to the reputation and standing of the Company, as determined by the Company in good faith.

(c) " ***Change of Control*** " means:

(i) Any " ***person*** " (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than a trustee or other fiduciary holding securities of the Company under an employee benefit plan of the Company becomes the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of (A) the outstanding shares of common stock of the Company or (B) the combined voting power of the Company's then-outstanding securities;

(ii) The Company is party to a merger or consolidation which results in the holders of voting securities of the Company outstanding immediately prior thereto failing to continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(iii) There occurs a change in the Board of Directors of the Company within a two-year period, as a result of which fewer than a majority of the Directors are Incumbent Directors. For purposes of this Agreement, an "Incumbent Director" is any director who is either:

(A) A director of the Company as of January 1, 2013; or

(B) A director who is elected or nominated for election to the Board of Directors of the Company with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(iv) The sale or disposition of 50% or more of the Company's assets (or consummation of any transaction having similar effect); or

(v) The dissolution or liquidation of the Company.

(d) " ***Code*** " means the Internal Revenue Code of 1986, as amended.

(e) " ***Company*** " shall mean Power Integrations, Inc., and following a Change of Control, any successor or assign to its business and/or assets that agrees or otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(f) " ***Competition*** " shall mean rendering services for any organization or engaging in any business directly competitive with the Company or materially contrary or harmful to the interests of the Company, including, but not limited to (i) accepting employment with, or serving as a consultant, advisor or in any other capacity to, the division or other portion of the business of any employer which competes directly with the Company; (ii) materially acting against the interest of the Company or (iii) personally recruiting, directly or indirectly, any person who is then an employee of the Company.

(g) " ***Good Reason*** " means the occurrence of any of the following conditions, without Executive's written consent, which condition (s) remain(s) in effect 20 days after written notice to the Board from Executive of such condition(s), if such notice is given within one year of the occurrence of such condition(s):

(i) A material decrease or planned decrease in Executive's annual salary, the cash value of Executive's target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) or employee benefits following a Change of Control;

(ii) A demotion, a material reduction in Executive's position, responsibilities or duties or a material, adverse change in Executive's substantive functional responsibilities or duties, provided, however, that in the event of a Change of Control, Executive will not be deemed demoted nor his position, responsibilities or duties materially reduced or his substantive functional responsibilities or duties materially adversely changed if Executive is responsible for substantially the same function that Executive had in the Company and such function and the responsibilities and duties thereof are similar to those of like situated employees of the acquirer employed in other subsidiaries, divisions, or units.

(iii) The relocation of Executive's work place for the Company to a location more than fifty (50) miles from the current location of Executive's work place or a material adverse change in the working conditions or established working hours which persist for a period of six continuous months; or

(iv) Any material breach of this Agreement by the Company.

(h) " ***New Executive*** " means an Executive who has served as an executive of the Company for fewer than five years. Executive's service to the Company as an executive will be deemed to begin upon the date of commencement of employment as an executive officer or upon the date of promotion to an executive officer position. A New Executive will be first eligible for the benefits under this Agreement upon the completion of one year of continuous service as an executive officer of the Company, unless the Board of Directors or Compensation Committee determines otherwise.

(i) "***Non-Bonus Stock Unit Award***" means a restricted stock unit award issued by the Company to Executive other than a performance stock unit award.

(j) "***Permanent Disability***" means that:

(i) The Executive has been incapacitated by bodily injury or disease so as to be prevented thereby from engaging in the performance of the Executive's duties;

(ii) Such total incapacity shall have continued for a period of six consecutive months;

(iii) Such incapacity will, in the opinion of a qualified physician, be permanent and continuous during the remainder of the Executive's life; and

(iv) Such incapacity results in Executive's Separation from Service.

(k) "***Release of Claims***" means the release of claims required by Section 15 of this Agreement.

(l) "***Section 409A***" means Section 409A of the Code and the regulations and other guidance thereunder and any state law of similar effect.

(m) "***Senior Executive***" means an Executive who has served continuously as an executive of the Company for at least five years. Executive's service to the Company as an executive will be deemed to begin upon the date of commencement of employment as an executive officer or upon the date of promotion to an executive officer position.

(n) "***Separation from Service***" means a "separation from service" for the purposes of Section 409A with respect to the Company.

(o) "***Stock Unit Award***" means a Bonus Stock Unit Award or a Non-Bonus Stock Unit Award.

(p) "***Termination of Employment***" means Executive's Separation from Service that results from:

(i) Any termination of employment of the Executive by the Company without Cause; or

(ii) Any resignation by the Executive for Good Reason.

"Termination of Employment" shall not include any termination of the employment of the Executive (a) by the Company for Cause; (b) as a result of Permanent Disability of the Executive; (c) as a result of the death of the Executive; (d) as a result of the voluntary termination of employment by the Executive for reasons other than Good Reason; or (e) a Termination Upon Change of Control.

(q) "***Termination Upon Change of Control***" means Executive's Separation from Service that results from:

(i) Any termination of the employment of the Executive by the Company without Cause on or within eighteen (18) months after (i) the occurrence of a Change of Control; or (ii) the date that the person serving as of the Effective Date as Chief Executive Officer of the Company ceases to serve in such office; or

(ii) Any resignation by the Executive for Good Reason within eighteen (18) months after (i) the occurrence of a Change of Control or (ii) the date that the person serving as of the Effective Date as Chief Executive Officer of the Company ceases to serve in such office.

"Termination Upon Change of Control" shall not include any termination of the employment of the Executive (a) by the Company for Cause; (b) as a result of the Permanent Disability of the Executive; (c) as a result of the death of the Executive; or (d) as a result of the voluntary termination of employment by the Executive for reasons other than Good Reason.

2. **Position and Duties.** Executive shall continue to be an at-will employee of the Company employed in his/her current position at his/her then current salary rate. Executive shall also be entitled to continue to participate in and to receive benefits on the same basis as other executive or senior staff members under any of the Company's employee benefit plans as in effect from time to time. In addition, Executive shall be entitled to the benefits afforded to other employees similarly situated under the Company's vacation, holiday and business expense reimbursement policies. Executive agrees to devote the business time, energy and skill necessary to execute his/her duties at the Company. These duties shall include, but not be limited to, any duties consistent with his/her position which may be assigned to Executive from time to time.

3. **Acceleration of Vesting of Stock Options and Stock Unit Awards Upon a Change of Control** . In the event of a Change of Control, and provided that Executive's employment with the Company has not terminated prior to such date, Executive shall be entitled to the following benefits:

(a) All stock options granted by the Company to the Executive prior to the Change of Control shall have their vesting accelerated such that 25% of the then unvested shares will be deemed vested and exercisable as of the consummation of the Change of Control. Notwithstanding the foregoing, if the Change of Control does not require the assumption or substitution by the acquiring entity (or parent thereof) of all of the Company's obligations of the then outstanding stock options, then (i) if Executive is a New Executive, 50% of the then unvested shares will be accelerated and deemed vested and exercisable ten (10) days prior to the consummation of the Change of Control; or (ii) if Executive is a Senior Executive, 100% of the then unvested shares will be accelerated and deemed vested and exercisable ten (10) days prior to the consummation of the Change of Control.

(b) Each Non-Bonus Stock Unit Award granted by the Company to the Executive prior to the Change of Control shall have its vesting accelerated such that 25% of the then unvested shares will be deemed vested as of immediately prior to the consummation of the Change of Control. Such vesting acceleration shall be applied pro rata to each previously unvested portion of the Non-Bonus Stock Unit Award. Notwithstanding the foregoing, if the Change of Control does not or will not result in the assumption or substitution by the acquiring entity (or parent thereof) of all of the Executive's then outstanding unvested Non-Bonus Stock Unit Awards, then (i) if Executive is a New Executive, 50% of the then unvested shares will be deemed vested effective as of immediately prior to the consummation of the Change of Control; or (ii) if Executive is a Senior Executive, 100% of the then unvested shares will be deemed vested effective as of immediately prior to the consummation of the Change of Control. The shares vesting pursuant to this Section 3(b) will be issued or converted and paid in accordance with Section 3(d). Except as otherwise provided in the applicable award agreement, the portion of any unvested Non-Bonus Stock Unit Award that is not assumed (or an appropriate substitution provided) and that does not vest based on this Section 3(b) will be forfeited by Executive and will be of no further force or effect.

(c) If the Change of Control does not or will not result in the assumption or substitution by the acquiring entity (or parent thereof) of all of the Executive's then outstanding unvested Bonus Stock Unit Awards, the then unvested shares at 100% of target will be deemed vested in the proportion that the number of days in the performance period prior to the Change of Control bears to the total number of days in the performance period. The shares vesting pursuant to this Section 3(c) will be issued or converted and paid in accordance with Section 3(d). Except as otherwise provided in the applicable award agreement, the portion of any unvested Bonus Stock Unit Award that is not assumed (or an appropriate substitution provided) and that does not vest based on this Section 3(c) will be forfeited by Executive and will be of no further force or effect.

(d) If the Stock Unit Award does not constitute "deferred compensation" within the meaning of Section 409A, the shares vesting pursuant to Section 3(b) or Section 3(c) will be issued in respect of the Stock Unit Awards immediately prior to the consummation of the Change of Control. If the Stock Unit Award does constitute "deferred compensation" within the meaning of Section 409A, the Company shall take commercially reasonable efforts to cause the shares vesting pursuant to Section 3(b) or Section 3(c) to be issued immediately prior to the Change of Control without adverse personal tax consequences to Executive pursuant to Section 409A. If the Stock Unit Award does constitute "deferred compensation" within the meaning of Section 409A and the shares vesting cannot be issued immediately prior to the Change of Control without adverse personal tax consequences to Executive pursuant to Section 409A, the shares vesting pursuant to Section 3(b) or Section 3(c) will be converted into the same consideration received by the holders of the Company's common stock pursuant to the Change of Control, and such consideration will be issued in accordance with the delivery schedule for such Stock Unit Award in effect immediately prior to the Change of Control.

(e) In the event of a Change of Control, the Company undertakes to facilitate Executive's receipt of the benefits set forth in this section by providing written notice to Executive, at least ten (10) days in advance of the closing of such transaction, which (i) indicates the anticipated timing and material economic terms of the anticipated transaction and (ii) references the Executive's rights under this Section 3. The Company shall also provide appropriate option exercise forms and instructions to assist Executive in exercising his or her rights to acquire securities of the Company on or prior to the consummation of the Change of Control. Executive is strongly encouraged to consult with his or her tax and financial advisor prior to electing to exercise any option pursuant to this Agreement.

4. **Termination Upon Change of Control** .

(a) **Severance Benefits** . In the event of the Executive's Termination Upon Change of Control, Executive shall be entitled to the following separation benefits:

(i) All salary, accrued but unused vacation earned through the date of Executive's termination and the cash value of Executive's target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) for the year in which such termination occurs, prorated based on days through the date of termination (i.e., the Executive's bonus for the year upon achievement of 100% of any applicable targets multiplied by a fraction the numerator of which is the number of days in the applicable performance period prior to such termination of employment and the denominator of which is the total number of days in the applicable performance period).

(ii) Within fourteen (14) days of submission of proper expense reports by the Executive, reimbursement by the Company for all expenses reasonably and necessarily incurred by the Executive in connection with the business of the Company prior to his termination of employment.

(iii) (i) if Executive is a New Executive, payment of an amount equal to six (6) months of Executive's highest annual salary from the Company and 50% of the cash value of Executive's target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) as in effect as of the date of such termination to be paid in a lump sum on the sixtieth (60^{th}) day following such termination as provided in Section 15; or

(ii) if Executive is a Senior Executive, payment of an amount equal to (a) six (6) months of Executive's highest annual salary from the Company and 50% of the cash value of Executive's target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) as in effect as of the date of such termination to be paid in a lump sum on the sixtieth (60^{th}) day following such termination as provided in Section 15 and (b) up to an additional six (6) months of such salary and 50% of such bonus, less applicable withholding, shall be paid, subject to Section 15, in ratable monthly installments for six months or until Executive secures new employment, whichever occurs earlier.

(iv) The ability to exercise any and all vested options granted after the Option Effective Date (and any vested options granted prior to the Option Effective Date but only to the extent that such extension of exercisability would not require the Company to incur a compensation expense for financial statement purposes) for twelve (12) months from the date of termination of employment.

(v) The vesting of all stock options granted by the Company to the Executive and outstanding immediately prior to such Termination Upon Change of Control shall have their vesting accelerated, such that (i) if Executive is a New Executive, 50% of the then unvested shares will be deemed vested and exercisable as of the date of termination of employment; or (ii) if Executive is a Senior Executive, 100% of the then unvested shares will be deemed vested and exercisable as of the date of termination of employment.

(vi) The vesting of all Non-Bonus Stock Unit Awards granted by the Company to Executive and outstanding immediately prior to such Termination Upon Change of Control shall have their vesting accelerated, such that (A) if Executive is a New Executive, 50% of the then unvested shares will be deemed vested as of the date of the Termination Upon Change of Control; or (B) if Executive is a Senior Executive, 100% of the then unvested shares will be deemed vested as of the date of the Termination Upon Change of Control. The shares vesting pursuant to this Section 4(a)(vi) will be issued in accordance with Section 4(a)(viii). Except as otherwise provided in the applicable award agreement, the portion of any unvested Non-Bonus Stock Unit Award that does not vest based on this Section 4(a)(vi) will be forfeited by Executive and will be of no further force or effect.

(vii) The vesting of all Bonus Stock Unit Awards granted by the Company to Executive and outstanding immediately prior to such Termination Upon Change of Control shall have their vesting accelerated, such that any unvested Bonus Stock Unit Award at 100% of target will be deemed vested to the extent of a fraction the numerator of which is the number of days in the applicable performance period prior to such Termination Upon Change of Control and the denominator of which is the total number of days in the applicable performance period. The shares vesting pursuant to this Section 4(a)(vii) will be issued in accordance with Section 4(a)(viii). Except as otherwise provided in the applicable award agreement, the portion of any unvested Bonus Stock Unit Award that does not vest based on this Section 4(a)(vii) will be forfeited by Executive and will be of no further force or effect.

(viii) If the Stock Unit Award vesting pursuant to Section 4(a)(vi) or (vii) does not constitute “deferred compensation” within the meaning of Section 409A, the shares vesting pursuant to Section 4(a)(vi) or (vii) will be issued in respect of the Stock Unit Award on the sixtieth (60 th) day following the Termination Upon Change of Control as further provided in Section 15 hereof. If the Stock Unit Award does constitute “deferred compensation” within the meaning of Section 409A, the shares vesting pursuant to Section 4(a)(vi) or (vii) will be issued in accordance with the delivery schedule for such Stock Unit Award in effect immediately prior to the Termination Upon Change of Control.

(b) **Benefits Continuation** .

(i) In the event of Executive’s Termination Upon Change of Control, Executive shall be entitled to elect continued medical and dental insurance coverage in accordance with the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, (“COBRA”) and the Company shall pay such COBRA premiums for (i) six (6) months from the date of termination of employment, if Executive is a New Executive; or (ii) twelve (12) months from the date of termination of employment, if Executive is a Senior Executive. Notwithstanding the above, in the event Executive becomes eligible to be covered under another employer’s group health plan (other than a plan which imposes a preexisting condition exclusion unless the preexisting condition exclusion does not apply) during the period provided for herein, the Company shall cease payment of the COBRA premiums; and

(ii) Executive shall receive the benefits, if any, under the Company's 401(k) Plan and other Company benefit plans to which he may be entitled pursuant to the terms of such plans.

5. **Termination of Employment** .

(a) **Severance Benefits** . In the event of the Executive's Termination of Employment, Executive shall be entitled to all separation benefits provided in Section 4(a)(i) and 4(a)(ii) above. In addition, Executive shall be entitled to six (6) months of Executive's highest annual salary (with the Company) and 50% of the cash value of Executive's target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) as in effect as of the date of such termination, all less applicable withholding, paid in a lump sum within sixty (60) days of such termination as provided in Section 15.

(b) **Benefits Continuation** .

(i) In the event of Executive's Termination of Employment, Executive shall be entitled to elect continued medical and dental insurance coverage in accordance with the applicable provisions of COBRA and the Company shall pay such COBRA premiums for six (6) months from the date of termination of employment. Notwithstanding the above, in the event Executive becomes eligible to be covered under another employer's group health plan (other than a plan which imposes a preexisting condition exclusion unless the preexisting condition exclusion does not apply) during the period provided for herein, the Company shall cease payment of the COBRA premiums; and

(ii) Executive shall receive the benefits, if any, under the Company's 401(k) Plan and other Company benefit plans to which he may be entitled pursuant to the terms of such plans.

6. **Retirement Benefits** .

(a) In order to be eligible for the Retirement Benefits described in Section 6(b) below, the Executive must meet both of the following criteria:

(i) At the time of Executive's termination of employment with the Company (other than in circumstances in which such termination (i) constitutes a termination with Cause or (ii) does not qualify as a Separation from Service), the Executive has (1) achieved the age of 50 and served the Company for at least 15 years; or (2) achieved the age of 55 and served the Company for at least 10 years; provided, however, if such termination of employment also constitutes a Termination of Employment or a Termination Upon Change of Control, Executive must elect within thirty (30) days of such termination to receive either the benefits provided in Section 4 or Section 5, as applicable, or the benefits provided in this Section 6; and

(ii) At any time during which the Executive is receiving Retirement Benefits, the Executive shall not (1) be employed or on contract full time by a third party (excluding a non-profit organization described in Section 501(c)(3) of the Code) or (2) engage in Competition. If the Executive engages in either (1) or (2), then all Retirement Benefits shall terminate immediately and permanently.

(b) If both conditions in Sections 6(a)(i) and 6(a)(ii) above are satisfied, the Executive shall be entitled, subject to Section 15, to receive the following " ***Retirement Benefits*** :"

(i) The ability to exercise any and all options granted after the Option Effective Date (and any options granted prior to the Option Effective Date but only to the extent that such extension of exercisability would not require the Company to incur a compensation expense for financial statement purposes) to the extent such options are vested as of the date of termination of employment for the earlier of: (i) the term of the option or (ii) five years; and

(ii) The Company shall pay the Executive’s medical and dental premiums until the Executive achieves the age of Medicare eligibility, and additionally, if the Executive’s medical and dental coverage on the date of termination included the Executive’s dependents, the premiums of such dependents until the Executive achieves the age of Medicare eligibility as follows:

(A) COBRA Continuation Coverage . Upon the termination of Executive’s active employment with the Company, Executive shall be entitled to elect continued medical and dental insurance coverage in accordance with the applicable provisions of COBRA and the Company shall pay such COBRA premiums. Notwithstanding the above, in the event Executive becomes eligible to be covered under another employer’s group health plan (other than a plan which imposes a preexisting condition exclusion unless the preexisting condition exclusion does not apply) during the period provided for herein, the Company shall cease payment of the COBRA premiums.

(B) Coverage After COBRA & Prior to Medicare Eligibility . In the event the Executive is not eligible for Medicare coverage at the end of his maximum applicable COBRA coverage period, then, the Executive shall identify and locate either or both an individual conversion policy through the insurer providing insurance coverage in connection with the Company sponsored medical and dental plans available to active employees (the “ ***Conversion Policy*** ”), and/or a supplemental individual policy or an individual policy on the open market (the “ ***Individual Policy*** ”) to be effective upon the termination of his COBRA continuation coverage so that, when the coverages for Executive provided by the Conversion Policy and/or the Individual Policy are combined, such coverages provide substantially similar medical and dental benefits in the aggregate as those provided under the medical and dental plans sponsored by the Company at such time, or at any time after the termination of Executive’s employment, for active employees (the “ ***Comparable Coverage*** ”). The Company shall be responsible for the payment of any Conversion Policy premiums and/or Individual Policy premiums for the Comparable Coverage which payment shall not exceed the cost of premiums for medical and dental coverage for then active employees. If Executive is at such time eligible to participate under the Company Plans, Executive will be entitled to so participate. The Company will use commercially reasonable efforts to provide that Executive will continue to be eligible for coverage under the Company Plans, unless the Board of Directors or Compensation Committee determines that such coverage would create an undue burden on the Company. Notwithstanding the above, in the event Executive becomes eligible to be covered under another employer’s group health plan (other than a plan which imposes a preexisting condition exclusion unless the preexisting condition exclusion does not apply) during the period provided for herein, the Company shall cease payment of such premiums.

(C) Coverage After COBRA & Upon Medicare Eligibility . In the event the Executive is eligible for Medicare coverage at the end of his maximum applicable COBRA coverage period, the Executive may identify and locate a Medicare supplemental policy, which may include, to the extent permitted, the medical and dental plans sponsored by the Company at such time for active employees (the “Company Plans”), that, when combined with the coverage provided by Medicare, provides Comparable Coverage. If Executive is at such time eligible to participate under the Company Plans, Executive will be entitled to so participate; provided that Executive shall be solely responsible for the payment of any Medicare premiums and/or Medical supplemental policy premiums for the Comparable Coverage (including, if applicable, any premiums under the Company Plans). The Company will use commercially reasonable efforts to provide that Executive will continue to be eligible for coverage under the Company Plans, unless the Board of Directors or Compensation Committee determines that such coverage would create an undue burden on the Company.

(D) Taxes . The Executive shall be responsible for any taxes that may be attributable to or result from the payments made by the Company in accordance with this Section 6(b)(ii) or receipt of medical and dental benefits attributable to or result from such payments.

7. **Termination of Employment due to Death or Permanent Disability** .

(a) In the event of (i) the Executive's death during his employment with the Company and the Executive having satisfied the criteria provided at Section 6(a)(i) as of or prior to the date of his death or (ii) the Executive's death during the period while Executive was receiving Retirement Benefits as a result of compliance with the criteria provided at Section 6(a)(i) and 6(a)(ii), (1) the Executive's legal representative or any person empowered to act on his behalf under his will or under the then applicable laws of descent and distribution shall be entitled to the extension of the term of stock option exercisability pursuant to Section 6(b)(i) and (2) the Executive's dependents, to the extent applicable, shall be entitled to the medical and dental benefits pursuant to Section 6(b)(ii)(A)-(D) for that period of time until the Executive would have achieved the age of Medicare eligibility if the Executive had lived.

(b) In the event of the Executive's Permanent Disability during his employment with the Company and the Executive having satisfied the criteria provided at Section 6(a)(i), the Executive, and to the extent applicable, his dependents, shall be entitled to the benefits provided in Section 6(b)(i) and 6(b)(ii)(A)-(D).

8. **Payment of Taxes** . All payments made to Executive under this Agreement shall be subject to all applicable federal and state income, employment and payroll taxes, including all withholding taxes.

9. **Parachute Payment** . In the event that any of the payments and benefits provided for in this Agreement or otherwise payable to the Executive (a " ***280G Payment*** ") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the " ***Excise Tax*** "), then any such 280G Payment pursuant to this Agreement (a " ***Payment*** ") shall be equal to the Reduced Amount. The " ***Reduced Amount*** " shall be either (i) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (ii) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (i) or by clause (ii)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the receipt by Executive, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the " ***Reduction Method*** ") that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the " ***Pro Rata Reduction Method*** "). Notwithstanding the foregoing, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A. Unless the Company and the Executive otherwise agree in writing, any determination required under this Section 9 shall be made in writing by independent public accountants appointed by the Company and reasonably acceptable to the Executive (the " ***Accountants*** "), whose determination shall be conclusive and binding upon the Executive and the Company for all purposes. The Company shall bear all costs the Accountants may reasonably incur in connection with such determination, and the Company and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 9.

10. **Exclusive Remedy** . The payments and benefits provided for in Section 4, Section 5, Section 6 or Section 16 shall constitute the Executive's sole and exclusive remedy for any alleged injury or other damages arising out of the cessation of the employment relationship between the Executive and the Company.

11. **Proprietary and Confidential Information** . The Executive agrees to continue to abide by the terms and conditions of any Company's confidentiality and/or proprietary rights agreement between the Executive and the Company.

12. **Arbitration** . Any claim, dispute or controversy arising out of this Agreement, the interpretation, validity or enforceability of this Agreement or the alleged breach thereof shall be submitted by the parties to binding arbitration by the American Arbitration Association in San Jose, California or elsewhere by mutual agreement. The selection of the arbitrator and the arbitration procedure shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. All costs and expenses of arbitration or litigation, including but not limited to reasonable attorneys fees and other costs reasonably incurred by the Executive, shall be paid by the Company. Judgment may be entered on the award of the arbitration in any court having jurisdiction.

13. **Interpretation** . Executive and the Company agree that this Agreement shall be interpreted in accordance with and governed by the laws of the State of California, without regard to such state's conflict of laws rules.

14. **Conflict in Benefits** . This Agreement shall supersede all prior arrangements, whether written or oral, and understandings regarding the subject matter of this Agreement. To the extent Executive is entitled to severance or other benefits upon termination of employment under this Agreement and any other agreement, including any change in control agreement entered into by the Company and the Executive, entered into prior to the Effective Date, the benefits payable under this Agreement shall supersede and replace any other such agreement. However, this Agreement is not intended to and shall not affect, limit or terminate (i) any plans, programs, or arrangements of the Company that are regularly made available to a significant number of employees of the Company, (ii) the Company's equity incentive plans, (iii) any agreement or arrangement with the Executive that has been reduced to writing and which does not relate to the subject matter hereof, or (iv) any agreements or arrangements hereafter entered into by the parties in writing, except as otherwise expressly provided herein.

15. **Release of Claims** . Executive shall receive the severance benefits or the Retirement Benefits pursuant to this Agreement only if Executive executes and returns to the Company, within the applicable time period set forth therein but in no event more than sixty (60) days following the date of Executive's Separation from Service, a release of claims (the " ***Release of Claims*** ") in favor of the Company in a form reasonably satisfactory to the Company, and permits such Release of Claims to become effective in accordance with its terms on or prior to such sixtieth day (the " ***Release Agreement Deadline*** "). If the Release of Claims does not become effective by the Release Agreement Deadline, the Executive will forfeit any right to severance benefits or Retirement Benefits pursuant to this Agreement. None of the severance benefits or Retirement Benefits will be paid or otherwise delivered prior to the effective date of the Release of Claims. Any amounts otherwise payable prior to the Release Agreement Deadline shall instead be paid on the Release Agreement Deadline, with the remainder of the payments to be made as originally scheduled, regardless of whether the Release of Claims becomes effective prior to the Release Agreement Deadline. Except to the minimum extent that payments must be delayed pursuant to Section 21(b) because Executive is a "specified employee" or until the effectiveness (or deemed effectiveness) of the Release of Claims, all amounts will be paid as soon as practicable in accordance with the Company's normal payroll practices following Executive's Separation from Service. Notwithstanding the foregoing, the Release of Claims shall not be construed to waive any right to indemnification or contribution otherwise available to Executive under law or rules of corporate governance with respect to claims by third parties for actions or omissions in Executive's role as an officer of the Company.

16. **Successors and Assigns** .

(a) **Successors of the Company** . The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession transaction shall be a breach of this Agreement and shall entitle the Executive to terminate his or her employment with the Company within three (3) months thereafter and to receive the benefits provided under Section 4 of this Agreement in the event of a Termination Upon Change of Control; provided, however, that (i) such termination of employment must be a Separation from Service and (ii) the Executive must deliver a Release of Claims as provided in Section 15. As used in this Agreement, "Company" shall mean the Company as defined above and any successor or assign to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 16 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) **Heirs of Executive** . This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

17. **Notices** . For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, as follows:
if to the Company:

Power Integrations, Inc.
5245 Hellyer Avenue
San Jose, California 95138
Attn: Chief Executive Officer or Chief Financial Officer

and if to the Executive, at the address specified in this Agreement. Notice may also be given at such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

18. **No Representations** . Executive acknowledges that he/she is not relying and has not relied on any promise, representation or statement made by or on behalf of the Company which is not set forth in this Agreement.

19. **Validity** . If any one or more of the provisions (or any part thereof) of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby.

20. **Consultation with Legal and Financial Advisors** . Executive acknowledges that his Agreement confers significant legal rights, and may also involve the waiver of rights under other agreements; that the Company has encouraged Executive to consult with Executive's personal legal and financial advisers; and that Executive has had adequate time to consult with Executive's advisers before signing this Agreement.

21. **Application of Section 409A and Other Limitations.**

(a) **Extension of Stock Option Exercise Period.** Notwithstanding anything to the contrary in this Agreement, in the event any extended exercise period provided for in this Agreement shall result in a portion of a stock option becoming subject to the provisions of Section 409A, the extended exercise period of such portion of such stock option shall be automatically shortened by the minimum extent necessary to prevent such portion of such option from becoming subject to Section 409A. In further limitation of any provisions providing for an extended exercise period, the following provisions shall apply, and shall supersede anything to the contrary set forth herein:

(i) If the stock option was granted pursuant to the 1997 Stock Option Plan, as amended (the “1997 Plan”) and pursuant to a Change in Control (as defined in the 1997 Plan) substantially all of the stock options outstanding pursuant to the 1997 Plan will be terminated at the effective date of such Change in Control, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(ii) If the stock option was granted pursuant to the 1998 Nonstatutory Stock Option Plan (the “1998 Plan”) and pursuant to a Change in Control (as defined in the 1998 Plan) substantially all of the stock options outstanding pursuant to the 1998 Plan will be terminated at the effective date of such Change in Control, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(iii) If the stock option was granted pursuant to the 2007 Equity Incentive Plan (the “ ***2007 Plan*** ”) and pursuant to a Corporate Transaction (as defined in the 2007 Plan) substantially all of the stock options outstanding pursuant to the 2007 Plan will be terminated at the effective date of such Corporate Transaction, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(iv) If the stock option was granted pursuant to an equity incentive plan adopted after the date of the 2007 Plan (a “Future Plan”) and, pursuant to the provisions of the Future Plan, substantially all of the stock options outstanding pursuant to the Future Plan will be terminated at the effective date of an event or transaction, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(v) If the terms of the stock option are intended to comply with, rather than be exempt from, the requirements of Section 409A, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(vi) In no event will any provisions in this Agreement providing for an extended exercise period result in the extension of the exercise period of any stock option beyond the maximum permitted term of such stock option as provided under the applicable equity incentive plan and stock option award agreement in effect for such stock option, assuming for the purposes of this Section 21(a)(vi) no termination of Executive’s employment with the Company.

(b) **Other Benefits.** Notwithstanding anything to the contrary herein, the following provisions apply to the extent any benefits (“ ***Benefits*** ”) provided herein other than those described in Section 21(a) are subject to Section 409A: (A) The Benefits are intended to qualify for an exemption from application of Section 409A or comply with the requirements of Section 409A to the extent necessary to avoid adverse personal tax consequences under Section 409A, and any ambiguities herein shall be interpreted accordingly. (B) Benefits contingent on a termination of employment shall not commence until Executive has a Separation from Service. (C) Each installment of a Benefit is a separate “payment” for purposes of Treas. Reg. Section 1.409A-2(b)(2)(i). (D) Each Benefit is intended to satisfy the exemptions from application of Section 409A provided under Treasury Regulations Sections 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9) to the maximum extent available. However, if such exemptions are not available and Executive is, upon Executive’s Separation from Service, a “specified employee” for the purposes of Section 409A, then, solely to the extent necessary to avoid adverse personal tax consequences under Section 409A, the timing of the Benefit payments otherwise payable prior to such date shall be delayed until the earlier of (x) six (6) months and one day after Executive’s Separation from Service, or (y) Executive’s death, and any payments otherwise scheduled to be made after such date shall be paid as originally scheduled. (E) To the extent that any reimbursements payable to Executive pursuant to Section 4(a)(ii) are subject to the provisions of Section 409A, the following provisions will apply in addition to the provisions of any applicable expense reimbursement policy: (a) to be eligible to obtain reimbursement for such expenses Executive must submit expense reports within 45 days after the expense is incurred, (b) any such reimbursements will be paid no later than the earlier of (x) thirty (30) days after the date Executive submits receipts for the expenses or (y) December 31 of the year following the year in which the expense was incurred, (c) the amount of expenses reimbursed in one year will not affect the amount eligible for reimbursement in any subsequent year, and (d) the right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(c) **Payment of Health Care Benefits.** Notwithstanding anything to the contrary set forth herein, if the Company determines, in its sole discretion, that it cannot provide the COBRA premium, Conversion Policy premium, Individual Policy premium, or other medical and dental coverage premiums (together the " ***Health Care Benefits*** ") contemplated under this Agreement without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof pay Executive a taxable cash amount, which payment shall be made regardless of whether Executive or Executive's eligible family members elect health care continuation coverage (the " ***Health Care Benefit Payment*** "). Subject to any further delay in payment required by Section 15 of this Agreement, the Health Care Benefit Payment shall be paid in monthly installments on the same schedule that such amounts would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to (a) the amount that the Company would have otherwise paid to provide the Health Care Benefits for the duration of the applicable severance period (which amount shall be calculated based on the premium for the first month of coverage), plus (b) an additional amount such that after payment of all taxes, Executive retains an amount equal to the Company's aggregate cost of otherwise providing the Health Care Benefits. For purposes of calculating the "additional amount" in clause (b) of the preceding sentence, Executive shall be deemed to have: paid federal income taxes at the highest marginal rate of federal income and employment taxation for the calendar year in which the Health Care Benefit Payment is to be made, and paid applicable state and local income taxes at the highest rate of taxation for the calendar year in which the Health Care Benefit Payment is to be made, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

* * * * *

Exhibit 10.3

POWER INTEGRATIONS, INC.

EXECUTIVE OFFICER BENEFITS AGREEMENT

This Executive Officer Benefits Agreement (the ***"Agreement"***) is made and entered into as of July 26, 2013 (the ***"Effective Date"***), by and between **Power Integrations, Inc.** , a Delaware corporation, (the " ***Company*** ") and Mike Matthews, (" ***Executive*** ").

Recitals

A. Executive is an executive officer of the Company and possesses valuable knowledge of the Company, its business and operations, and the markets in which the Company competes.

B. The Company draws upon the knowledge, experience and advice of Executive in order to manage its business for the benefit of the Company's stockholders.

C. The Board of Directors desires to supplement Executive's employment arrangements so as to provide additional compensation and benefits to the Executive to encourage Executive to continue to devote his attention and dedication to the Company and to create additional incentives to continue his employment with the Company.

D. For the purposes of this Agreement the " ***Option Effective Date*** " shall mean the Effective Date.

Agreement

Therefore, in consideration of the mutual agreements, covenants and considerations contained herein, the undersigned hereby agree and acknowledge as follows:

1. The parties hereby agree to the terms hereof, including the terms set forth on Exhibit A hereto. The Board of Directors has determined Executive shall be eligible to receive the benefits hereunder immediately upon the Effective Date and shall not be subject to the requirement of completing one year of continuous service as an executive officer of the Company prior to receiving such benefits, as set forth in Section 1(h).

2. This Agreement may only be modified or amended by a supplemental written agreement signed by Executive and the Company.

In Witness Whereof, the undersigned have executed this **Executive Officer Benefits Agreement,** intending to be legally bound as of the Effective Date.

COMPANY:		**Power Integrations, Inc.**
	By:	/s/ Balu Balakrishnan
		Name: Balu Balakrishnan
		Title: President and CEO
	Date:	July 26, 2013
EXECUTIVE:		
	By:	/s/ Mike Matthews
		Mike Matthews
	Date:	July 26, 2013
		Address for Notice: Executive's home address as reflected in the records of the Company

Exhibit A

TERMS OF EXECUTIVE OFFICER BENEFITS AGREEMENT

Executive : Mike Matthews

Effective Date : July 26, 2013

1. Definitions . As used in this Agreement, unless the context requires a different meaning, the following terms shall have the meanings set forth herein:

(a) " ***Bonus Stock Unit Award*** " means a restricted stock unit award issued by the Company to Executive that is a performance stock unit award.

(b) " ***Cause*** " means:

(i) A material act of theft, dishonesty, fraud, intentional falsification of any employment or Company records or the commission of any criminal act which impairs Executive's ability to perform his/her duties under this Agreement;

(ii) A material improper disclosure of the Company's confidential, business or proprietary information by Executive;

(iii) Any action by Executive intentionally causing or expected to cause material harm to the reputation and standing of the Company, or gross negligence or willful misconduct in the performance of Executive's assigned duties (but not mere unsatisfactory performance); or

(iv) The Executive's conviction (including any plea of guilty or nolo contendere) for a felony causing material harm to the reputation and standing of the Company, as determined by the Company in good faith.

(c) " ***Change of Control*** " means:

(i) Any " ***person*** " (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than a trustee or other fiduciary holding securities of the Company under an employee benefit plan of the Company becomes the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of (A) the outstanding shares of common stock of the Company or (B) the combined voting power of the Company's then-outstanding securities;

(ii) The Company is party to a merger or consolidation which results in the holders of voting securities of the Company outstanding immediately prior thereto failing to continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(iii) There occurs a change in the Board of Directors of the Company within a two-year period, as a result of which fewer than a majority of the Directors are Incumbent Directors. For purposes of this Agreement, an "Incumbent Director" is any director who is either:

(A) A director of the Company as of January 1, 2013; or

(B) A director who is elected or nominated for election to the Board of Directors of the Company with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(iv) The sale or disposition of 50% or more of the Company's assets (or consummation of any transaction having similar effect); or

(v) The dissolution or liquidation of the Company.

(d) " ***Code*** " means the Internal Revenue Code of 1986, as amended.

(e) " ***Company*** " shall mean Power Integrations, Inc., and following a Change of Control, any successor or assign to its business and/or assets that agrees or otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(f) " ***Competition*** " shall mean rendering services for any organization or engaging in any business directly competitive with the Company or materially contrary or harmful to the interests of the Company, including, but not limited to (i) accepting employment with, or serving as a consultant, advisor or in any other capacity to, the division or other portion of the business of any employer which competes directly with the Company; (ii) materially acting against the interest of the Company or (iii) personally recruiting, directly or indirectly, any person who is then an employee of the Company.

(g) " ***Good Reason*** " means the occurrence of any of the following conditions, without Executive's written consent, which condition (s) remain(s) in effect 20 days after written notice to the Board from Executive of such condition(s), if such notice is given within one year of the occurrence of such condition(s):

(i) A material decrease or planned decrease in Executive's annual salary, the cash value of Executive's target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) or employee benefits following a Change of Control;

(ii) A demotion, a material reduction in Executive's position, responsibilities or duties or a material, adverse change in Executive's substantive functional responsibilities or duties, provided, however, that in the event of a Change of Control, Executive will not be deemed demoted nor his position, responsibilities or duties materially reduced or his substantive functional responsibilities or duties materially adversely changed if Executive is responsible for substantially the same function that Executive had in the Company and such function and the responsibilities and duties thereof are similar to those of like situated employees of the acquirer employed in other subsidiaries, divisions, or units.

(iii) The relocation of Executive's work place for the Company to a location more than fifty (50) miles from the current location of Executive's work place or a material adverse change in the working conditions or established working hours which persist for a period of six continuous months; or

(iv) Any material breach of this Agreement by the Company.

(h) " ***New Executive*** " means an Executive who has served as an executive of the Company for fewer than five years. Executive's service to the Company as an executive will be deemed to begin upon the date of commencement of employment as an executive officer or upon the date of promotion to an executive officer position. A New Executive will be first eligible for the benefits under this Agreement upon the completion of one year of continuous service as an executive officer of the Company, unless the Board of Directors or Compensation Committee determines otherwise.

(i) " ***Non-Bonus Stock Unit Award*** " means a restricted stock unit award issued by the Company to Executive other than a performance stock unit award.

(j) " ***Permanent Disability*** " means that:

(i) The Executive has been incapacitated by bodily injury or disease so as to be prevented thereby from engaging in the performance of the Executive's duties;

(ii) Such total incapacity shall have continued for a period of six consecutive months;

(iii) Such incapacity will, in the opinion of a qualified physician, be permanent and continuous during the remainder of the Executive's life; and

(iv) Such incapacity results in Executive's Separation from Service.

(k) " ***Release of Claims*** " means the release of claims required by Section 15 of this Agreement.

(l) " ***Section 409A*** " means Section 409A of the Code and the regulations and other guidance thereunder and any state law of similar effect.

(m) " ***Senior Executive*** " means an Executive who has served continuously as an executive of the Company for at least five years. Executive's service to the Company as an executive will be deemed to begin upon the date of commencement of employment as an executive officer or upon the date of promotion to an executive officer position.

(n) " ***Separation from Service*** " means a "separation from service" for the purposes of Section 409A with respect to the Company.

(o) " ***Stock Unit Award*** " means a Bonus Stock Unit Award or a Non-Bonus Stock Unit Award.

(p) " ***Termination of Employment*** " means Executive's Separation from Service that results from:

(i) Any termination of employment of the Executive by the Company without Cause; or

(ii) Any resignation by the Executive for Good Reason.

"Termination of Employment" shall not include any termination of the employment of the Executive (a) by the Company for Cause; (b) as a result of Permanent Disability of the Executive; (c) as a result of the death of the Executive; (d) as a result of the voluntary termination of employment by the Executive for reasons other than Good Reason; or (e) a Termination Upon Change of Control.

(q) " ***Termination Upon Change of Control*** " means Executive's Separation from Service that results from:

(i) Any termination of the employment of the Executive by the Company without Cause on or within eighteen (18) months after (i) the occurrence of a Change of Control; or (ii) the date that the person serving as of the Effective Date as Chief Executive Officer of the Company ceases to serve in such office; or

(ii) Any resignation by the Executive for Good Reason within eighteen (18) months after (i) the occurrence of a Change of Control or (ii) the date that the person serving as of the Effective Date as Chief Executive Officer of the Company ceases to serve in such office.

"Termination Upon Change of Control" shall not include any termination of the employment of the Executive (a) by the Company for Cause; (b) as a result of the Permanent Disability of the Executive; (c) as a result of the death of the Executive; or (d) as a result of the voluntary termination of employment by the Executive for reasons other than Good Reason.

2. **Position and Duties.** Executive shall continue to be an at-will employee of the Company employed in his/her current position at his/her then current salary rate. Executive shall also be entitled to continue to participate in and to receive benefits on the same basis as other executive or senior staff members under any of the Company's employee benefit plans as in effect from time to time. In addition, Executive shall be entitled to the benefits afforded to other employees similarly situated under the Company's vacation, holiday and business expense reimbursement policies. Executive agrees to devote the business time, energy and skill necessary to execute his/her duties at the Company. These duties shall include, but not be limited to, any duties consistent with his/her position which may be assigned to Executive from time to time.

3. **Acceleration of Vesting of Stock Options and Stock Unit Awards Upon a Change of Control** . In the event of a Change of Control, and provided that Executive's employment with the Company has not terminated prior to such date, Executive shall be entitled to the following benefits:

(a) All stock options granted by the Company to the Executive prior to the Change of Control shall have their vesting accelerated such that 25% of the then unvested shares will be deemed vested and exercisable as of the consummation of the Change of Control. Notwithstanding the foregoing, if the Change of Control does not require the assumption or substitution by the acquiring entity (or parent thereof) of all of the Company's obligations of the then outstanding stock options, then (i) if Executive is a New Executive, 50% of the then unvested shares will be accelerated and deemed vested and exercisable ten (10) days prior to the consummation of the Change of Control; or (ii) if Executive is a Senior Executive, 100% of the then unvested shares will be accelerated and deemed vested and exercisable ten (10) days prior to the consummation of the Change of Control.

(b) Each Non-Bonus Stock Unit Award granted by the Company to the Executive prior to the Change of Control shall have its vesting accelerated such that 25% of the then unvested shares will be deemed vested as of immediately prior to the consummation of the Change of Control. Such vesting acceleration shall be applied pro rata to each previously unvested portion of the Non-Bonus Stock Unit Award. Notwithstanding the foregoing, if the Change of Control does not or will not result in the assumption or substitution by the acquiring entity (or parent thereof) of all of the Executive's then outstanding unvested Non-Bonus Stock Unit Awards, then (i) if Executive is a New Executive, 50% of the then unvested shares will be deemed vested effective as of immediately prior to the consummation of the Change of Control; or (ii) if Executive is a Senior Executive, 100% of the then unvested shares will be deemed vested effective as of immediately prior to the consummation of the Change of Control. The shares vesting pursuant to this Section 3(b) will be issued or converted and paid in accordance with Section 3(d). Except as otherwise provided in the applicable award agreement, the portion of any unvested Non-Bonus Stock Unit Award that is not assumed (or an appropriate substitution provided) and that does not vest based on this Section 3(b) will be forfeited by Executive and will be of no further force or effect.

(c) If the Change of Control does not or will not result in the assumption or substitution by the acquiring entity (or parent thereof) of all of the Executive's then outstanding unvested Bonus Stock Unit Awards, the then unvested shares at 100% of target will be deemed vested in the proportion that the number of days in the performance period prior to the Change of Control bears to the total number of days in the performance period. The shares vesting pursuant to this Section 3(c) will be issued or converted and paid in accordance with Section 3(d). Except as otherwise provided in the applicable award agreement, the portion of any unvested Bonus Stock Unit Award that is not assumed (or an appropriate substitution provided) and that does not vest based on this Section 3(c) will be forfeited by Executive and will be of no further force or effect.

(d) If the Stock Unit Award does not constitute "deferred compensation" within the meaning of Section 409A, the shares vesting pursuant to Section 3(b) or Section 3(c) will be issued in respect of the Stock Unit Awards immediately prior to the consummation of the Change of Control. If the Stock Unit Award does constitute “deferred compensation” within the meaning of Section 409A, the Company shall take commercially reasonable efforts to cause the shares vesting pursuant to Section 3(b) or Section 3(c) to be issued immediately prior to the Change of Control without adverse personal tax consequences to Executive pursuant to Section 409A. If the Stock Unit Award does constitute “deferred compensation” within the meaning of Section 409A and the shares vesting cannot be issued immediately prior to the Change of Control without adverse personal tax consequences to Executive pursuant to Section 409A, the shares vesting pursuant to Section 3(b) or Section 3(c) will be converted into the same consideration received by the holders of the Company’s common stock pursuant to the Change of Control, and such consideration will be issued in accordance with the delivery schedule for such Stock Unit Award in effect immediately prior to the Change of Control.

(e) In the event of a Change of Control, the Company undertakes to facilitate Executive’s receipt of the benefits set forth in this section by providing written notice to Executive, at least ten (10) days in advance of the closing of such transaction, which (i) indicates the anticipated timing and material economic terms of the anticipated transaction and (ii) references the Executive’s rights under this Section 3. The Company shall also provide appropriate option exercise forms and instructions to assist Executive in exercising his or her rights to acquire securities of the Company on or prior to the consummation of the Change of Control. Executive is strongly encouraged to consult with his or her tax and financial advisor prior to electing to exercise any option pursuant to this Agreement.

4. **Termination Upon Change of Control** .

(a) **Severance Benefits** . In the event of the Executive’s Termination Upon Change of Control, Executive shall be entitled to the following separation benefits:

(i) All salary, accrued but unused vacation earned through the date of Executive’s termination and the cash value of Executive’s target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) for the year in which such termination occurs, prorated based on days through the date of termination (i.e., the Executive’s bonus for the year upon achievement of 100% of any applicable targets multiplied by a fraction the numerator of which is the number of days in the applicable performance period prior to such termination of employment and the denominator of which is the total number of days in the applicable performance period).

(ii) Within fourteen (14) days of submission of proper expense reports by the Executive, reimbursement by the Company for all expenses reasonably and necessarily incurred by the Executive in connection with the business of the Company prior to his termination of employment.

(iii) (i) if Executive is a New Executive, payment of an amount equal to six (6) months of Executive’s highest annual salary from the Company and 50% of the cash value of Executive’s target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) as in effect as of the date of such termination to be paid in a lump sum on the sixtieth (60 th) day following such termination as provided in Section 15; or

(ii) if Executive is a Senior Executive, payment of an amount equal to (a) six (6) months of Executive’s highest annual salary from the Company and 50% of the cash value of Executive’s target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) as in effect as of the date of such termination to be paid in a lump sum on the sixtieth (60 th) day following such termination as provided in Section 15 and (b) up to an additional six (6) months of such salary and 50% of such bonus, less applicable withholding, shall be paid, subject to Section 15, in ratable monthly installments for six months or until Executive secures new employment, whichever occurs earlier.

(iv) The ability to exercise any and all vested options granted after the Option Effective Date (and any vested options granted prior to the Option Effective Date but only to the extent that such extension of exercisability would not require the Company to incur a compensation expense for financial statement purposes) for twelve (12) months from the date of termination of employment.

(v) The vesting of all stock options granted by the Company to the Executive and outstanding immediately prior to such Termination Upon Change of Control shall have their vesting accelerated, such that (i) if Executive is a New Executive, 50% of the then unvested shares will be deemed vested and exercisable as of the date of termination of employment; or (ii) if Executive is a Senior Executive, 100% of the then unvested shares will be deemed vested and exercisable as of the date of termination of employment.

(vi) The vesting of all Non-Bonus Stock Unit Awards granted by the Company to Executive and outstanding immediately prior to such Termination Upon Change of Control shall have their vesting accelerated, such that (A) if Executive is a New Executive, 50% of the then unvested shares will be deemed vested as of the date of the Termination Upon Change of Control; or (B) if Executive is a Senior Executive, 100% of the then unvested shares will be deemed vested as of the date of the Termination Upon Change of Control. The shares vesting pursuant to this Section 4(a)(vi) will be issued in accordance with Section 4(a)(viii). Except as otherwise provided in the applicable award agreement, the portion of any unvested Non-Bonus Stock Unit Award that does not vest based on this Section 4(a)(vi) will be forfeited by Executive and will be of no further force or effect.

(vii) The vesting of all Bonus Stock Unit Awards granted by the Company to Executive and outstanding immediately prior to such Termination Upon Change of Control shall have their vesting accelerated, such that any unvested Bonus Stock Unit Award at 100% of target will be deemed vested to the extent of a fraction the numerator of which is the number of days in the applicable performance period prior to such Termination Upon Change of Control and the denominator of which is the total number of days in the applicable performance period. The shares vesting pursuant to this Section 4(a)(vii) will be issued in accordance with Section 4(a)(viii). Except as otherwise provided in the applicable award agreement, the portion of any unvested Bonus Stock Unit Award that does not vest based on this Section 4(a)(vii) will be forfeited by Executive and will be of no further force or effect.

(viii) If the Stock Unit Award vesting pursuant to Section 4(a)(vi) or (vii) does not constitute "deferred compensation" within the meaning of Section 409A, the shares vesting pursuant to Section 4(a)(vi) or (vii) will be issued in respect of the Stock Unit Award on the sixtieth (60th) day following the Termination Upon Change of Control as further provided in Section 15 hereof. If the Stock Unit Award does constitute "deferred compensation" within the meaning of Section 409A, the shares vesting pursuant to Section 4(a)(vi) or (vii) will be issued in accordance with the delivery schedule for such Stock Unit Award in effect immediately prior to the Termination Upon Change of Control.

(b) **Benefits Continuation** .

(i) In the event of Executive's Termination Upon Change of Control, Executive shall be entitled to elect continued medical and dental insurance coverage in accordance with the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, ("COBRA") and the Company shall pay such COBRA premiums for (i) six (6) months from the date of termination of employment, if Executive is a New Executive; or (ii) twelve (12) months from the date of termination of employment, if Executive is a Senior Executive. Notwithstanding the above, in the event Executive becomes eligible to be covered under another employer's group health plan (other than a plan which imposes a preexisting condition exclusion unless the preexisting condition exclusion does not apply) during the period provided for herein, the Company shall cease payment of the COBRA premiums; and

(ii) Executive shall receive the benefits, if any, under the Company's 401(k) Plan and other Company benefit plans to which he may be entitled pursuant to the terms of such plans.

5. **Termination of Employment** .

(a) **Severance Benefits** . In the event of the Executive's Termination of Employment, Executive shall be entitled to all separation benefits provided in Section 4(a)(i) and 4(a)(ii) above. In addition, Executive shall be entitled to six (6) months of Executive's highest annual salary (with the Company) and 50% of the cash value of Executive's target annual incentive bonus (whether consisting of cash or Bonus Stock Unit Awards, measured as of the date of grant) as in effect as of the date of such termination, all less applicable withholding, paid in a lump sum within sixty (60) days of such termination as provided in Section 15.

(b) **Benefits Continuation** .

(i) In the event of Executive's Termination of Employment, Executive shall be entitled to elect continued medical and dental insurance coverage in accordance with the applicable provisions of COBRA and the Company shall pay such COBRA premiums for six (6) months from the date of termination of employment. Notwithstanding the above, in the event Executive becomes eligible to be covered under another employer's group health plan (other than a plan which imposes a preexisting condition exclusion unless the preexisting condition exclusion does not apply) during the period provided for herein, the Company shall cease payment of the COBRA premiums; and

(ii) Executive shall receive the benefits, if any, under the Company's 401(k) Plan and other Company benefit plans to which he may be entitled pursuant to the terms of such plans.

6. **Retirement Benefits** .

(a) In order to be eligible for the Retirement Benefits described in Section 6(b) below, the Executive must meet both of the following criteria:

(i) At the time of Executive's termination of employment with the Company (other than in circumstances in which such termination (i) constitutes a termination with Cause or (ii) does not qualify as a Separation from Service), the Executive has (1) achieved the age of 50 and served the Company for at least 15 years; or (2) achieved the age of 55 and served the Company for at least 10 years; provided, however, if such termination of employment also constitutes a Termination of Employment or a Termination Upon Change of Control, Executive must elect within thirty (30) days of such termination to receive either the benefits provided in Section 4 or Section 5, as applicable, or the benefits provided in this Section 6; and

(ii) At any time during which the Executive is receiving Retirement Benefits, the Executive shall not (1) be employed or on contract full time by a third party (excluding a non-profit organization described in Section 501(c)(3) of the Code) or (2) engage in Competition. If the Executive engages in either (1) or (2), then all Retirement Benefits shall terminate immediately and permanently.

(b) If both conditions in Sections 6(a)(i) and 6(a)(ii) above are satisfied, the Executive shall be entitled, subject to Section 15, to receive the following " ***Retirement Benefits*** :"

(i) The ability to exercise any and all options granted after the Option Effective Date (and any options granted prior to the Option Effective Date but only to the extent that such extension of exercisability would not require the Company to incur a compensation expense for financial statement purposes) to the extent such options are vested as of the date of termination of employment for the earlier of: (i) the term of the option or (ii) five years; and

(ii) The Company shall pay the Executive's medical and dental premiums until the Executive achieves the age of Medicare eligibility, and additionally, if the Executive's medical and dental coverage on the date of termination included the Executive's dependents, the premiums of such dependents until the Executive achieves the age of Medicare eligibility as follows:

(A) COBRA Continuation Coverage . Upon the termination of Executive's active employment with the Company, Executive shall be entitled to elect continued medical and dental insurance coverage in accordance with the applicable provisions of COBRA and the Company shall pay such COBRA premiums. Notwithstanding the above, in the event Executive becomes eligible to be covered under another employer's group health plan (other than a plan which imposes a preexisting condition exclusion unless the preexisting condition exclusion does not apply) during the period provided for herein, the Company shall cease payment of the COBRA premiums.

(B) Coverage After COBRA & Prior to Medicare Eligibility . In the event the Executive is not eligible for Medicare coverage at the end of his maximum applicable COBRA coverage period, then, the Executive shall identify and locate either or both an individual conversion policy through the insurer providing insurance coverage in connection with the Company sponsored medical and dental plans available to active employees (the " ***Conversion Policy*** "), and/or a supplemental individual policy or an individual policy on the open market (the " ***Individual Policy*** ") to be effective upon the termination of his COBRA continuation coverage so that, when the coverages for Executive provided by the Conversion Policy and/or the Individual Policy are combined, such coverages provide substantially similar medical and dental benefits in the aggregate as those provided under the medical and dental plans sponsored by the Company at such time, or at any time after the termination of Executive's employment, for active employees (the " ***Comparable Coverage*** "). The Company shall be responsible for the payment of any Conversion Policy premiums and/or Individual Policy premiums for the Comparable Coverage which payment shall not exceed the cost of premiums for medical and dental coverage for then active employees. If Executive is at such time eligible to participate under the Company Plans, Executive will be entitled to so participate. The Company will use commercially reasonable efforts to provide that Executive will continue to be eligible for coverage under the Company Plans, unless the Board of Directors or Compensation Committee determines that such coverage would create an undue burden on the Company. Notwithstanding the above, in the event Executive becomes eligible to be covered under another employer's group health plan (other than a plan which imposes a preexisting condition exclusion unless the preexisting condition exclusion does not apply) during the period provided for herein, the Company shall cease payment of such premiums.

(C) Coverage After COBRA & Upon Medicare Eligibility . In the event the Executive is eligible for Medicare coverage at the end of his maximum applicable COBRA coverage period, the Executive may identify and locate a Medicare supplemental policy, which may include, to the extent permitted, the medical and dental plans sponsored by the Company at such time for active employees (the "Company Plans"), that, when combined with the coverage provided by Medicare, provides Comparable Coverage. If Executive is at such time eligible to participate under the Company Plans, Executive will be entitled to so participate; provided that Executive shall be solely responsible for the payment of any Medicare premiums and/or Medical supplemental policy premiums for the Comparable Coverage (including, if applicable, any premiums under the Company Plans). The Company will use commercially reasonable efforts to provide that Executive will continue to be eligible for coverage under the Company Plans, unless the Board of Directors or Compensation Committee determines that such coverage would create an undue burden on the Company.

(D) Taxes . The Executive shall be responsible for any taxes that may be attributable to or result from the payments made by the Company in accordance with this Section 6(b)(ii) or receipt of medical and dental benefits attributable to or result from such payments.

7. **Termination of Employment due to Death or Permanent Disability** .

(a) In the event of (i) the Executive's death during his employment with the Company and the Executive having satisfied the criteria provided at Section 6(a)(i) as of or prior to the date of his death or (ii) the Executive's death during the period while Executive was receiving Retirement Benefits as a result of compliance with the criteria provided at Section 6(a)(i) and 6(a)(ii), (1) the Executive's legal representative or any person empowered to act on his behalf under his will or under the then applicable laws of descent and distribution shall be entitled to the extension of the term of stock option exercisability pursuant to Section 6(b)(i) and (2) the Executive's dependents, to the extent applicable, shall be entitled to the medical and dental benefits pursuant to Section 6(b)(ii)(A)-(D) for that period of time until the Executive would have achieved the age of Medicare eligibility if the Executive had lived.

(b) In the event of the Executive's Permanent Disability during his employment with the Company and the Executive having satisfied the criteria provided at Section 6(a)(i), the Executive, and to the extent applicable, his dependents, shall be entitled to the benefits provided in Section 6(b)(i) and 6(b)(ii)(A)-(D).

8. **Payment of Taxes** . All payments made to Executive under this Agreement shall be subject to all applicable federal and state income, employment and payroll taxes, including all withholding taxes.

9. **Parachute Payment** . In the event that any of the payments and benefits provided for in this Agreement or otherwise payable to the Executive (a " ***280G Payment*** ") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the " ***Excise Tax*** "), then any such 280G Payment pursuant to this Agreement (a " ***Payment*** ") shall be equal to the Reduced Amount. The " ***Reduced Amount*** " shall be either (i) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (ii) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (i) or by clause (ii)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the receipt by Executive, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the " ***Reduction Method*** ") that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the " ***Pro Rata Reduction Method*** "). Notwithstanding the foregoing, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A. Unless the Company and the Executive otherwise agree in writing, any determination required under this Section 9 shall be made in writing by independent public accountants appointed by the Company and reasonably acceptable to the Executive (the " ***Accountants*** "), whose determination shall be conclusive and binding upon the Executive and the Company for all purposes. The Company shall bear all costs the Accountants may reasonably incur in connection with such determination, and the Company and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 9.

10. **Exclusive Remedy** . The payments and benefits provided for in Section 4, Section 5, Section 6 or Section 16 shall constitute the Executive's sole and exclusive remedy for any alleged injury or other damages arising out of the cessation of the employment relationship between the Executive and the Company.

11. **Proprietary and Confidential Information** . The Executive agrees to continue to abide by the terms and conditions of any Company's confidentiality and/or proprietary rights agreement between the Executive and the Company.

12. **Arbitration** . Any claim, dispute or controversy arising out of this Agreement, the interpretation, validity or enforceability of this Agreement or the alleged breach thereof shall be submitted by the parties to binding arbitration by the American Arbitration Association in San Jose, California or elsewhere by mutual agreement. The selection of the arbitrator and the arbitration procedure shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. All costs and expenses of arbitration or litigation, including but not limited to reasonable attorneys fees and other costs reasonably incurred by the Executive, shall be paid by the Company. Judgment may be entered on the award of the arbitration in any court having jurisdiction.

13. **Interpretation** . Executive and the Company agree that this Agreement shall be interpreted in accordance with and governed by the laws of the State of California, without regard to such state's conflict of laws rules.

14. **Conflict in Benefits** . This Agreement shall supersede all prior arrangements, whether written or oral, and understandings regarding the subject matter of this Agreement. To the extent Executive is entitled to severance or other benefits upon termination of employment under this Agreement and any other agreement, including any change

in control agreement entered into by the Company and the Executive, entered into prior to the Effective Date, the benefits payable under this Agreement shall supersede and replace any other such agreement. However, this Agreement is not intended to and shall not affect, limit or terminate (i) any plans, programs, or arrangements of the Company that are regularly made available to a significant number of employees of the Company, (ii) the Company's equity incentive plans, (iii) any agreement or arrangement with the Executive that has been reduced to writing and which does not relate to the subject matter hereof, or (iv) any agreements or arrangements hereafter entered into by the parties in writing, except as otherwise expressly provided herein.

15. **Release of Claims** . Executive shall receive the severance benefits or the Retirement Benefits pursuant to this Agreement only if Executive executes and returns to the Company, within the applicable time period set forth therein but in no event more than sixty (60) days following the date of Executive's Separation from Service, a release of claims (the " ***Release of Claims*** ") in favor of the Company in a form reasonably satisfactory to the Company, and permits such Release of Claims to become effective in accordance with its terms on or prior to such sixtieth day (the " ***Release Agreement Deadline*** "). If the Release of Claims does not become effective by the Release Agreement Deadline, the Executive will forfeit any right to severance benefits or Retirement Benefits pursuant to this Agreement. None of the severance benefits or Retirement Benefits will be paid or otherwise delivered prior to the effective date of the Release of Claims. Any amounts otherwise payable prior to the Release Agreement Deadline shall instead be paid on the Release Agreement Deadline, with the remainder of the payments to be made as originally scheduled, regardless of whether the Release of Claims becomes effective prior to the Release Agreement Deadline. Except to the minimum extent that payments must be delayed pursuant to Section 21(b) because Executive is a "specified employee" or until the effectiveness (or deemed effectiveness) of the Release of Claims, all amounts will be paid as soon as practicable in accordance with the Company's normal payroll practices following Executive's Separation from Service. Notwithstanding the foregoing, the Release of Claims shall not be construed to waive any right to indemnification or contribution otherwise available to Executive under law or rules of corporate governance with respect to claims by third parties for actions or omissions in Executive's role as an officer of the Company.

16. **Successors and Assigns** .

(a) **Successors of the Company** . The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession transaction shall be a breach of this Agreement and shall entitle the Executive to terminate his or her employment with the Company within three (3) months thereafter and to receive the benefits provided under Section 4 of this Agreement in the event of a Termination Upon Change of Control; provided, however, that (i) such termination of employment must be a Separation from Service and (ii) the Executive must deliver a Release of Claims as provided in Section 15. As used in this Agreement, "Company" shall mean the Company as defined above and any successor or assign to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 16 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) **Heirs of Executive** . This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

17. **Notices** . For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, as follows:

if to the Company:

Power Integrations, Inc.
5245 Hellyer Avenue
San Jose, California 95138
Attn: Chief Executive Officer or Chief Financial Officer

and if to the Executive, at the address specified in this Agreement. Notice may also be given at such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

18. **No Representations** . Executive acknowledges that he/she is not relying and has not relied on any promise, representation or statement made by or on behalf of the Company which is not set forth in this Agreement.

19. **Validity** . If any one or more of the provisions (or any part thereof) of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby.

20. **Consultation with Legal and Financial Advisors** . Executive acknowledges that his Agreement confers significant legal rights, and may also involve the waiver of rights under other agreements; that the Company has encouraged Executive to consult with Executive's personal legal and financial advisers; and that Executive has had adequate time to consult with Executive's advisers before signing this Agreement.

21. **Application of Section 409A and Other Limitations.**

(a) **Extension of Stock Option Exercise Period.** Notwithstanding anything to the contrary in this Agreement, in the event any extended exercise period provided for in this Agreement shall result in a portion of a stock option becoming subject to the provisions of Section 409A, the extended exercise period of such portion of such stock option shall be automatically shortened by the minimum extent necessary to prevent such portion of such option from becoming subject to Section 409A. In further limitation of any provisions providing for an extended exercise period, the following provisions shall apply, and shall supersede anything to the contrary set forth herein:

(i) If the stock option was granted pursuant to the 1997 Stock Option Plan, as amended (the "1997 Plan") and pursuant to a Change in Control (as defined in the 1997 Plan) substantially all of the stock options outstanding pursuant to the 1997 Plan will be terminated at the effective date of such Change in Control, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(ii) If the stock option was granted pursuant to the 1998 Nonstatutory Stock Option Plan (the "1998 Plan") and pursuant to a Change in Control (as defined in the 1998 Plan) substantially all of the stock options outstanding pursuant to the 1998 Plan will be terminated at the effective date of such Change in Control, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(iii) If the stock option was granted pursuant to the 2007 Equity Incentive Plan (the " ***2007 Plan*** ") and pursuant to a Corporate Transaction (as defined in the 2007 Plan) substantially all of the stock options outstanding pursuant to the 2007 Plan will be terminated at the effective date of such Corporate Transaction, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(iv) If the stock option was granted pursuant to an equity incentive plan adopted after the date of the 2007 Plan (a "Future Plan") and, pursuant to the provisions of the Future Plan, substantially all of the stock options outstanding pursuant to the Future Plan will be terminated at the effective date of an event or transaction, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(v) If the terms of the stock option are intended to comply with, rather than be exempt from, the requirements of Section 409A, any provisions in this Agreement providing for an extended exercise period shall not apply to such stock option.

(vi) In no event will any provisions in this Agreement providing for an extended exercise period result in the extension of the exercise period of any stock option beyond the maximum permitted term of such stock option as provided under the applicable equity incentive plan and stock option award agreement in effect for such stock option, assuming for the purposes of this Section 21(a)(vi) no termination of Executive's employment with the Company.

(b) **Other Benefits.** Notwithstanding anything to the contrary herein, the following provisions apply to the extent any benefits (" ***Benefits*** ") provided herein other than those described in Section 21(a) are subject to Section 409A: (A) The Benefits are intended to qualify for an exemption from application of Section 409A or comply with the requirements of Section 409A to the extent necessary to avoid adverse personal tax consequences under Section 409A, and any ambiguities herein shall be interpreted accordingly. (B) Benefits contingent on a termination of employment shall not commence until Executive has a Separation from Service. (C) Each installment of a Benefit is a separate "payment" for purposes of Treas. Reg. Section 1.409A-2(b)(2)(i). (D) Each Benefit is intended to satisfy the exemptions from application of Section 409A provided under Treasury Regulations Sections 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9) to the maximum extent available. However, if such exemptions are not available and Executive is, upon Executive's Separation from Service, a "specified employee" for the purposes of Section 409A, then, solely to the extent necessary to avoid adverse personal tax consequences under Section 409A, the timing of the Benefit payments otherwise payable prior to such date shall be delayed until the earlier of (x) six (6) months and one day after Executive's Separation from Service, or (y) Executive's death, and any payments otherwise scheduled to be made after such date shall be paid as originally scheduled. (E) To the extent that any reimbursements payable to Executive pursuant to Section 4(a)(ii) are subject to the provisions of Section 409A, the following provisions will apply in addition to the provisions of any applicable expense reimbursement policy: (a) to be eligible to obtain reimbursement for such expenses Executive must submit expense reports within 45 days after the expense is incurred, (b) any such reimbursements will be paid no later than the earlier of (x) thirty (30) days after the date Executive submits receipts for the expenses or (y) December 31 of the year following the year in which the expense was incurred, (c) the amount of expenses reimbursed in one year will not affect the amount eligible for reimbursement in any subsequent year, and (d) the right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(c) **Payment of Health Care Benefits.** Notwithstanding anything to the contrary set forth herein, if the Company determines, in its sole discretion, that it cannot provide the COBRA premium, Conversion Policy premium, Individual Policy premium, or other medical and dental coverage premiums (together the " ***Health Care Benefits*** ") contemplated under this Agreement without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof pay Executive a taxable cash amount, which payment shall be made regardless of whether Executive or Executive's eligible family members elect health care continuation coverage (the " ***Health Care Benefit Payment*** "). Subject to any further delay in payment required by Section 15 of this Agreement, the Health Care Benefit Payment shall be paid in monthly installments on the same schedule that such amounts would otherwise have been paid to the insurer. The Health Care Benefit Payment shall be equal to (a) the amount that the Company would have otherwise paid to provide the Health Care Benefits for the duration of the applicable severance period (which amount shall be calculated based on the premium for the first month of coverage), plus (b) an additional amount such that after payment of all taxes, Executive retains an amount equal to the Company's aggregate cost of otherwise providing the Health Care Benefits. For purposes of calculating the "additional amount" in clause (b) of the preceding sentence, Executive shall be deemed to have: paid federal income taxes at the highest marginal rate of federal income and employment taxation for the calendar year in which the Health Care Benefit Payment is to be made, and paid applicable state and local income taxes at the highest rate of taxation for the calendar year in which the Health Care Benefit Payment is to be made, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

* * * * *

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Balu Balakrishnan certify that:

1. I have reviewed this Form 10-Q 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: November 1, 2013

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-Q 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: November 1, 2013

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 Quarterly Report of Power Integrations, Inc. (the “Company”) on Form 10-Q for the quarter ended September 30, 2013 , 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:	November 1, 2013	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 Quarterly Report of Power Integrations, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2013 , 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:	November 1, 2013	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.