

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

**SCHEDULE TO
(RULE 14d-100)**

**Tender Offer Statement Under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934
(Amendment No. 4)**

MINDSPEED TECHNOLOGIES, INC.
(Name of Subject Company)

MICRO MERGER SUB, INC.
(Offeror)

**M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS,
INC.**
(Parent of Offeror)
(Names of Filing Persons)

COMMON STOCK, \$0.01 PAR VALUE
(Title of Class of Securities)

602682205
(CUSIP Number of Class of Securities)

**John Croteau
President and Chief Executive Officer
M/A-COM Technology Solutions Holdings, Inc.
100 Chelmsford Street
Lowell, Massachusetts 01851
(978) 656-2500**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

With a copy to:
**Jason Day
Jeffrey A. Beuche
Perkins Coie LLP
1900 Sixteenth Street, Suite 1400
Denver, Colorado 80202
(303) 291-2300**

CALCULATION OF FILING FEE

Transaction Valuation (1)	Amount of Filing Fee (2)
\$265,483,403.55	\$34,195

- (1) Estimated solely for purposes of calculating the amount of the filing fee. The transaction valuation was calculated by adding the sum of (1) 43,343,199 outstanding shares of common stock, par value \$0.01 per share ("**Shares**"), of Mindspeed Technologies, Inc. ("**Mindspeed**"), (2) 561,992 Shares subject to issuance pursuant to outstanding options exercisable under Mindspeed's equity plans (other than Mindspeed's Directors Stock Plan ("**Directors Plan**")), (3) 200,000 Shares subject to issuance pursuant to outstanding options and other equity awards under the Directors Plan which will accelerate in connection with the transaction, (4) 260,651 Shares reserved for issuance under the Mindspeed's Amended and Restated Employee Stock Purchase Plan, and (5) 8,205,129 Shares issuable upon the conversion of Mindspeed's 6.75% Convertible Senior Notes due 2017, with such sum multiplied by the offer price of \$5.05 per Share. The foregoing share figures have been provided by Mindspeed to the offerors and are as of November 15, 2013, the most recent practicable date.
- (2) The filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for fiscal year 2014, issued August 30, 2013, by multiplying the transaction value by .0001288.

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

Amount Previously Paid: \$34,195
Form of Registration No.: Schedule TO

Filing Party: M/A-COM Technology Solutions Holdings, Inc.
Date Filed: November 19, 2013

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

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

- Third-party tender offer subject to Rule 14d-1.
- Issuer tender offer subject to Rule 13e-4.
- Going-private transaction subject to Rule 13e-3.
- Amendment to Schedule 13D under Rule 13d-2.

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

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
 - Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)
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This Amendment No. 4 (this "**Amendment**") amends and supplements the Tender Offer Statement on Schedule TO filed by M/A-COM Technology Solutions Holdings, Inc., a Delaware corporation ("**MACOM**"), and Micro Merger Sub, Inc., a Delaware corporation ("**Purchaser**") and a wholly-owned subsidiary of MACOM, with the Securities and Exchange Commission on November 19, 2013 (together with any amendments and supplements thereto, the "**Schedule TO**"). The Schedule TO relates to the offer by Purchaser to purchase all of the outstanding shares of common stock, par value \$0.01 per share (the "**Shares**"), of Mindspeed Technologies, Inc., a Delaware corporation ("**Mindspeed**"), at a price of \$5.05 per Share, net to the seller in cash, without interest, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 19, 2013 (as it may be amended or supplemented, the "**Offer to Purchase**"), and the related Letter of Transmittal (as it may be amended or supplemented, the "**Letter of Transmittal**," and together with the Offer to Purchase, the "**Offer**"), copies of which are attached to the Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Offer to Purchase.

All information contained in the Offer to Purchase and the accompanying Letter of Transmittal, including all schedules thereto, is hereby incorporated by reference in response to Items 1 through 9 and Item 11 in the Schedule TO.

This Amendment is being filed to amend and supplement Items 5, 6, 11 and 12 as provided below.

Item 5, Item 6 and Item 11.

Items 5, 6 and 11 of the Schedule TO are hereby amended and supplemented as follows:

The information set forth in Section 11 of the Offer to Purchase entitled "The Merger Agreement; Other Agreements" is hereby amended and supplemented by adding the following text to the end of the section:

"Non-Competition and Non-Solicitation Agreement with Preetinder Virk

Prior to the completion of the Merger, Mindspeed, MACOM and Preetinder Virk, Senior Vice President and General Manager, Communications Processors of Mindspeed, expect to enter into a Non-Competition and Non-Solicitation Agreement (the "**Virk Agreement**"). The Virk Agreement is contingent upon the Effective Time, and if the Effective Time does not occur, the Virk Agreement will be null and void. The Virk Agreement requires that Mr. Virk not compete, directly or indirectly, with Mindspeed, MACOM or any of their affiliates in a defined business area during the Restricted Period with respect to the Business or be employed or connected with any competitor during the Restricted Period. Additionally, during the Restricted Period, Mr. Virk may not solicit customers or former customers or employees or contractors of Mindspeed, MACOM or any of their affiliates. Pursuant to the Virk Agreement, Mr. Virk also releases Mindspeed, MACOM and their respective affiliates from all claims from the beginning of time through the date of the Virk Agreement, including any claims based on Mr. Virk's employment with Mindspeed. In consideration of the release and covenants made by Mr. Virk in the Virk Agreement, MACOM will pay to Mr. Virk \$630,000, less applicable taxes and withholdings, within 14 days following the Effective Time, which payment will be in addition to the proceeds Mr. Virk will receive in exchange for his sale of Shares in the Offer (including any Shares subject to equity awards with accelerated prior to the Effective Time).

The foregoing summary of the Virk Agreement does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Virk Agreement, a copy of which is filed as Exhibit (d)(7) to the Schedule TO, which is incorporated herein by reference.

Employment Offer Letter with Preetinder Virk

MTS and Mr. Virk entered into an offer of employment, dated December 11, 2013 (the "**Virk Offer Letter**"), that will become effective as of the Effective Time. The Virk Offer Letter does not have a term and provides for at-will employment. The Virk Offer Letter will supersede Mr. Virk's employment agreement with Mindspeed.

Pursuant to the terms of the Virk Offer Letter, Mr. Virk will receive an annual base salary of \$315,000. Mr. Virk will be eligible to participate in a bonus plan based on company bonus targets, as determined by the Board of Directors, with a target bonus participation potential of 50% (and a maximum bonus participation potential of 100%) of his annual base salary. Mr. Virk will also be entitled to receive future annual equity awards at the discretion of the Board of Directors and the Compensation Committee of the Board of Directors.

If MTS determines to terminate Mr. Virk's employment for any reason other than for "Cause" (as such term is defined in the Virk Offer Letter), MTS agrees to provide Mr. Virk ninety (90) days' prior written notice (the "**Notice Period**") before effecting such termination of his employment, provided that (i) Mr. Virk signs a release of claims, (ii) Mr. Virk continues to make himself available during normal business hours for work throughout the Notice Period as requested by MTS, (iii) during the Notice Period,

MTS and Mr. Virk agree that MTS is free to demote, remove or alter Mr. Virk's duties, authority and responsibilities as it sees fit, and make other non-monetary changes to Mr. Virk's employment as MTS elects without such changes being deemed to have constructively terminated Mr. Virk in any way or to have breached the Virk Offer Letter, and (iv) MTS may summarily terminate Mr. Virk's employment for Cause where applicable without triggering any severance benefits in Mr. Virk's favor or being deemed to have breached the Virk Offer Letter. If MTS terminates Mr. Virk's employment other than for Cause, then subject to Mr. Virk signing a release of claims, MTS will pay Mr. Virk severance payments in the form of continued salary payments at a rate of \$12,115.38 per bi-weekly pay period for a period of six months following the termination date (the "**Virk Severance Payment**"). During the period of continued salary payments pursuant to the Virk Severance Payment, MTS will, at its option, either (A) continue to provide Mr. Virk's health benefits on the same basis as he was receiving at the time of employment termination or (B) reimburse Mr. Virk for his out-of-pocket cost incurred to procure comparable coverage pursuant to his timely election of COBRA coverage.

The foregoing summary of the Virk Offer Letter does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Virk Offer Letter, a copy of which is filed as Exhibit (d)(8) to the Schedule TO, which is incorporated herein by reference."

Items 12. Exhibits.

Item 12 of the Schedule TO is hereby amended and supplemented by adding the following exhibits:

<u>Exhibit No.</u>	<u>Description</u>
(d)(7)	Form of Non-Competition and Non-Solicitation Agreement among MACOM, Mindspeed and Preetinder Virk.
(d)(8)	Offer of Employment Letter, dated as of December 11, 2013, between M/A-COM Technology Solutions Inc. and Preetinder Virk.

SIGNATURE

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

Dated: December 11, 2013

MICRO MERGER SUB, INC.

By: /s/ John Croteau

Name: John Croteau

Title: President and Chief Executive Officer

**M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS,
INC.**

By: /s/ John Croteau

Name: John Croteau

Title: President and Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
(a)(1)(A)*	Offer to Purchase, dated November 19, 2013.
(a)(1)(B)*	Form of Letter of Transmittal.
(a)(1)(C)*	Form of Notice of Guaranteed Delivery.
(a)(1)(D)*	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(E)*	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(F)*	Summary Advertisement as published in The New York Times on November 19, 2013.
(a)(5)(A)	Press release issued by MACOM on November 5, 2013 (incorporated by reference to Exhibit 99.1 of MACOM's Current Report on Form 8-K filed on November 5, 2013).
(a)(5)(B)	Slide Presentation, dated November 5, 2013 (incorporated by reference to Exhibit 99.1 to MACOM's Schedule TO-C filed on November 6, 2013).
(a)(5)(C)	Transcript of Investor Conference held by MACOM on November 5, 2013 (incorporated by reference to Exhibit 99.2 to MACOM's Schedule TO-C filed on November 6, 2013).
(a)(5)(D)	Presentation to Mindspeed Employees, dated November 6, 2013 (incorporated by reference to Exhibit 99.1 to MACOM's Schedule TO-C filed on November 6, 2013).
(a)(5)(E)**	Press release issued by MACOM on November 26, 2013.
(b)(1)	Amended and Restated Credit Agreement, dated as of September 26, 2013, among MACOM, the lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and HSBC Bank USA, National Association, RBS Citizens, N.A., Bank of America, N.A. and TD Bank, N.A., as Co-Documentation Agents (incorporated by reference to Exhibit 10.1 of MACOM's Current Report on Form 8-K filed on September 30, 2013).
(b)(2)	Amendment No. 1 to Amended and Restated Credit Agreement, dated November 5, 2013, among MACOM, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 of MACOM's Current Report on Form 8-K filed on November 5, 2013).
(d)(1)	Agreement and Plan of Merger, dated as of November 5, 2013, among MACOM, Purchaser and Mindspeed (incorporated by reference to Exhibit 2.1 of MACOM's Current Report on Form 8-K filed on November 5, 2013).
(d)(2)*	Confidentiality Agreement, dated as of August 19, 2013, between MACOM and Mindspeed.
(d)(3)*	Exclusivity Agreement, dated as of October 4, 2013 and as amended on November 1, 2013, between MACOM and Mindspeed.
(d)(4)*	Non-Competition and Non-Solicitation Agreement, dated as of November 5, 2013, among MACOM, Mindspeed and Najabat Hasnain Bajwa.
(d)(5)*	Offer of Employment Letter, dated as of November 5, 2013, between M/A-COM Technology Solutions Inc. and Najabat Hasnain Bajwa.
(d)(6)	Amendment No. 2 to Section 382 Rights Agreement, dated as of November 5, 2013, between Mindspeed and Computershare Shareowners Services LLC (as successor in interest to Mellon Investor Services, LLC) (incorporated by reference to Exhibit 4.1 to Mindspeed's Current Report on Form 8-K/A filed on November 14, 2013).
(d)(7)	Form of Non-Competition and Non-Solicitation Agreement among MACOM, Mindspeed and Preetinder Virk.
(d)(8)	Offer of Employment Letter, dated as of December 11, 2013, between M/A-COM Technology Solutions Inc. and Preetinder Virk.
(g)	Not applicable.
(h)	Not applicable.

* Previously filed with the Tender Offer Statement on Schedule TO filed with the SEC on November 19, 2013.

** Previously filed with Amendment No. 1 to the Tender Offer Statement on Schedule TO filed with the SEC on November 26, 2013.

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (this "Agreement") is entered into as of December __, 2013, by and between M/A-COM Technology Solutions Holdings, Inc., a Delaware corporation and/or its assigns ("Purchaser"), Mindspeed Technologies, Inc. ("Mindspeed") and Preetinder Virk, ("Virk") a current employee, executive officer and shareholder of Mindspeed Technologies, Inc. The parties agree that this Agreement is contingent upon the closing of the Transaction (defined below) and that the terms herein shall be null and void in the event that the Transaction fails to close.

RECITALS

A. Purchaser, Mindspeed and the other parties listed therein are parties to that certain Agreement and Plan of Merger dated as of November 5, 2013 (the "Acquisition Agreement"), pursuant to which Purchaser currently intends to acquire Mindspeed and Mindspeed currently intends become a subsidiary of Purchaser upon the closing of the Acquisition (the transactions contemplated by the Acquisition Agreement are referred to hereinafter as the "Transaction").

B. Virk and Mindspeed are currently parties to Virk's employment agreement, dated February 12, 2013 (the "Mindspeed Employment Agreement").

C. Mindspeed is, and following the Closing, Purchaser, Mindspeed and their Affiliates will be or will continue to be, engaged in the business of designing, developing, manufacturing, testing, marketing, licensing and/or selling integrated circuits, related software and technology, and other semiconductor solutions for communications applications in wireline and wireless network infrastructure equipment, including fixed and mobile broadband access networks, fixed and mobile enterprise networks and fixed and mobile metropolitan and wide area networks (the "Business").

D. Virk currently owns or controls (i) certain shares of the common stock of Mindspeed, a portion of which are currently unvested restricted stock awards, (ii) an unvested performance share award for shares of Mindspeed common stock, and (iii) certain options to purchase common stock of Mindspeed, a portion of which are currently unvested. It is contemplated that (A) the performance share award described above will terminate by its terms upon the closing of the Transaction and thereafter be null and void, and (B) any other unvested awards listed above will be accelerated and vested in full by action of the board of directors of Mindspeed as of immediately prior to the closing of the Transaction, that Virk will exercise any vested stock options he wishes to as of immediately prior to the closing of the Transaction, and that Purchaser will buy, at the price per share paid for Mindspeed common stock pursuant to the Acquisition Agreement, any outstanding shares of Mindspeed common stock Virk owns as of the closing date of the Transaction whether resulting from the acceleration and exercise his of above-noted awards or otherwise in exchange for his tender and sale of all such stock to Purchaser in the Transaction.

E. In addition to the valuable consideration that Virk will receive in exchange for his sale of Mindspeed stock in the Transaction, Purchaser intends to provide Virk with the additional consideration specified below as part of the Transaction in exchange for Virk's agreement to the noncompetition and nonsolicitation covenants contains in this Agreement.

F. In order to protect the goodwill of Mindspeed, and with the intent of inducing Purchaser to consummate the Transaction in reliance on his promises herein, Virk has agreed to the restrictive covenants and other terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and to induce Purchaser to consummate the Transaction and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Virk, Purchaser and Mindspeed hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to them in the Acquisition Agreement. As used herein, the following terms have the following meanings:

(a) "Affiliate" means, with respect to any Person, any Person that controls, is controlled by or is under common control with, such Person. A Person will be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, following the closing of the Transaction ("Closing"), Purchaser and Mindspeed will be Affiliates.

(b) "Business Area" as used herein means any geographic area where Mindspeed and/or Purchaser had conducted, conducts, or is actively engaged in pursuing, the Business as of immediately prior to Closing, or in which Mindspeed or any of its Affiliates conducts or is actively engaged in pursuing, the Business at any time during the Restricted Period (as defined below).

(c) "Competitor" as used herein, means any Person that competes directly or indirectly, including through an Affiliate, with Mindspeed, Purchaser or any of their Affiliates with respect to the Business.

2. Additional Consideration. As part of the Transaction and as additional consideration for Virk's agreement to the terms of this Agreement, Purchaser shall pay to Virk the amount of Six Hundred Thirty Thousand Dollars (\$630,000.00), less applicable taxes and withholdings, within fourteen (14) days following the Closing of the Transaction pursuant to the Acquisition Agreement.

3. Release. This Agreement supersedes any and all prior representations and agreements made to or with Virk by Mindspeed, Purchaser, or any of their respective successors, predecessors, affiliates, assigns, employees or agents, whether written or oral, including, but not limited to, the Mindspeed Employment Agreement. By executing this Agreement, Virk agrees that all other agreements by and between Virk, Mindspeed, Purchaser and any of their Affiliates, as well as their current and former insurers, directors, officers, agents, shareholders, employees,

attorneys, agents, representatives, insurance carriers, predecessors, successors, and assigns (collectively, the "Releasees") are terminated as of the date of this Agreement. Virk further agrees that upon execution of this Agreement, and for and in consideration of this Agreement and the consideration provided to Virk in exchange for his ownership interest in Mindspeed in connection with the Transaction, that Virk hereby releases, waives, and forever discharges the Releasees from any and all claims, demands, obligations, actions, liabilities, or defenses, whether known or unknown, from the beginning of time through and to the date of this Agreement, including, but not limited to those relating to Virk's employment at Mindspeed, whether such claims arise from common law, statute, regulation, or contract, including but not limited to any claims based on breach of contract, ownership rights, shareholder rights, rights to receive option grants, dividend rights, defamation, emotional distress, harassment, retaliation, or discrimination, including but not limited to any claims based on the Mindspeed Employment Agreement, including any claim that Good Reason exists to terminate Virk's employment pursuant to the Mindspeed Employment Agreement or for any entitlement to further compensation, severance or other payments or benefits pursuant to the Mindspeed Employment Agreement or otherwise. Notwithstanding the foregoing, this paragraph shall not be deemed to terminate, nor to release any claims arising from, (i) this Agreement, (ii) that certain Employee Confidentiality and Invention Assignment Agreement entered into between Virk and M/A-COM Technology Solutions Inc. ("MACOM"), dated on or about the date hereof, (iii) that certain offer letter concerning employment entered into between Virk and MACOM on or about the date hereof (documents (ii) and (iii) are collectively hereinafter referred to as the "MACOM Agreements"); or any claims that cannot be released as a matter of law. By executing this Agreement, Mindspeed and its subsidiaries on the one hand and Virk on the other agree that all other agreements by and between Virk and Mindspeed or any subsidiary of Mindspeed are terminated as of the Closing date of the Transaction. The foregoing sentence shall have no effect on and shall not apply to the MACOM Agreements, or to that certain Indemnification Agreement effective as of February 12, 2013 between Virk and Mindspeed.

4. Non-Competition.

(a) Virk, Purchaser and Mindspeed agree that Virk has Confidential Information relating to Mindspeed, Purchaser and their respective Affiliates. Virk acknowledges that such information is of extreme importance to Mindspeed, Purchaser and their respective Affiliates and will continue to be so after the consummation of the Transaction and that disclosure of the Confidential Information to others, or the unauthorized use of such information by Virk, may cause substantial loss and harm to Mindspeed, Purchaser and their respective Affiliates.

(b) Virk, Purchaser and Mindspeed further agree that the market for the Business is intensely competitive and that Mindspeed, the Purchaser and their Affiliates may engage in the Business throughout the entire world.

(c) Virk, Purchaser and Mindspeed intend and agree that this Agreement is an ancillary agreement to the Acquisition Agreement.

(d) During the period that begins on the Closing and ends on the two-year anniversary following the Closing (the "Restricted Period"), Virk shall not, anywhere in the

Business Area, directly or indirectly (including through any Affiliate of Virk), compete with Mindspeed, Purchaser or any of their Affiliates with respect to the Business or own, manage, operate, control, be employed by, provide services to, or otherwise deal with, engage or participate in, or be connected as an owner, partner, principal, sales representative, advisor, member of the board of directors of, employee of or consultant of, any Competitor.

(e) Notwithstanding the foregoing provisions of Section 4(d) and the restrictions set forth therein, Virk may own securities in any Competitor that is a publicly held corporation, but only to the extent that Virk does not own, of record or beneficially, more than one percent (1%) of the outstanding beneficial ownership of any such Competitor; *provided*, that Virk is otherwise in compliance with the terms hereof (including Section 5) and the terms of any confidentiality or non-disclosure agreement then in effect between Virk and Mindspeed and/or Purchaser or any of their Affiliates.

5. Non-Solicitation of Customers; Potential Acquisitions. During the Restricted Period, Virk shall not, directly or indirectly (including through any Affiliate of Virk), (a) for his own account or for the benefit of any other person or entity, solicit, accept, work on, or broker any business of the nature performed or provided by Mindspeed and/or Purchaser or any of their Affiliates from any Customer of or former Customer Mindspeed or its Affiliates and/or Customer of Purchaser or its Affiliates (including the sales of any products or services which compete with or are substitute for any products or services sold or provided by Mindspeed and/or Purchaser or their respective Affiliates); (b) for his own account or for the benefit of any other person or entity, cause or assist any other person to cause any Customer of Mindspeed and/or Purchaser or any of their Affiliates to cease doing business with Mindspeed and/or Purchaser or any of their Affiliates, or to decrease its level of business with Mindspeed, Purchaser or any of their Affiliates. "Customer" as used herein means (i) any customer or client of Mindspeed or any of its Affiliates with respect to the Business, in each case whether existing on the date hereof or at any time hereafter during the Restricted Period, and (ii) any potential customer or client of Mindspeed or any of its Affiliates with respect to the Business that is actively pursued by Mindspeed or any of its Affiliates during the Restricted Period or that Virk has or had contact with, or access to confidential information regarding, at any time prior to the date hereof or during the Restricted Period, by virtue of his association with Mindspeed or any of its Affiliates.

6. Non-Solicitation of Employees/Contractors. During the Restricted Period, Virk shall not, directly or indirectly (including through any Affiliate of Virk), solicit, encourage, induce, recruit, hire, persuade, or assist any employee, agent, supplier, independent contractor, or representative of Mindspeed or any of its Affiliates to leave or terminate their employment or relationship with Mindspeed or any of its Affiliates.

7. Injunctive Relief. The parties agree that any remedy at law for any breach of this Agreement is and will be inadequate, and in the event of a breach or threatened breach by Virk of any of the provisions of Sections 4, 5, or 6 of this Agreement, Mindspeed and Purchaser shall be entitled to enforce their rights and Virk's obligations under this Agreement not only by an action or actions for damages, but also by an action or actions for specific performance, temporary and/or permanent injunctive relief and/or other equitable relief in a court of competent jurisdiction in order to enforce or prevent any violations or breaches (whether anticipatory, continuing or future) of this Agreement. Nothing herein contained shall be construed as

prohibiting Mindspeed or Purchaser from pursuing any other remedies available to them for such breach or threatened breach, including seeking the recovery of damages and the reimbursement of related amounts paid from Virk.

8. Reasonableness and Enforceability of Covenants.

(a) The parties expressly agree that the character, duration and geographical scope of this Agreement are reasonable in light of the circumstances as they exist on the date upon which this Agreement has been executed, including Virk's material economic interest in the Transaction.

(b) If any court of competent jurisdiction determines that any of the covenants or agreements contained herein, or any part thereof, are unenforceable because of the character, duration or geographic scope of such provision, such court shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable to the maximum extent permitted by applicable law.

(c) Virk expressly agrees to be bound by the restrictive covenants and the other agreements contained in this Agreement to the maximum extent permitted by law, it being the intent and spirit of the parties that the restrictive covenants and the other agreements contained herein shall be valid and enforceable in all respects and subject to the terms and conditions of this Agreement.

(d) Virk acknowledges that (i) following the Closing, Purchaser, Mindspeed and their Affiliates will be vested with the goodwill of, and will carry on, the Business, (ii) the restrictive covenants and the other agreements contained herein constitute a material inducement to Purchaser to consummate the Transaction, and Purchaser will rely on the enforceability of the restrictive covenants contained herein in consummating the Transaction, and (iii) the Transaction is designed and intended to qualify as a sale (or other disposition) by Virk of all of Virk's interests in Mindspeed within the meaning of section 16601 of the Business and Professions Code of California (the "BPCC"), which section provides in relevant part as follows:

Any person who sells the goodwill of a business, or any owner of a business entity selling or otherwise disposing of all of his or her ownership interest in the business entity ... may agree with the buyer to refrain from carrying on a similar business within a specified geographic area in which the business so sold, or that of the business entity, division, or subsidiary has been carried on, so long as the buyer, or any person deriving title to the goodwill or ownership interest from the buyer, carries on a like business therein.

(e) Virk further represents, warrants and agrees that (i) Virk has been fully advised by, or has had the opportunity to be advised by, counsel and personal tax advisors of his choice in connection with the negotiation, preparation, execution and delivery of this Agreement and the transactions contemplated by this Agreement and the Acquisition Agreement; (ii) Virk has read section 16601 of the BPCC, understands its terms and agrees that (A) section 16601 of the BPCC applies in the context of the transactions contemplated by this Agreement and the Acquisition Agreement; (B) such transactions are within the scope and intent of section 16601;

and (C) the restrictive covenants contained in this Agreement are enforceable and excepted from section 16600 of the BPC; and (iii) Virk is fully bound by the restrictive covenants and the other agreements contained in this Agreement. Virk acknowledges that any personal taxes arising from the payments described in Section 2 is his responsibility to pay and not that of Purchaser, Mindspeed or any of their Affiliates, and that none of those parties are providing him with legal or tax advice in connection with these matters.

9. Legitimate Business Interest. Virk expressly agrees that Purchaser, Mindspeed and their respective Affiliates have a legitimate business interest justifying the restrictions contained in Sections 4, 5, 6 and 7 hereof.

10. Severability. Without limiting Section 8(b) above, if any of the provisions of this Agreement shall contravene or be invalid under the laws of any jurisdiction where this Agreement is applicable but for such contravention or invalidity, such contravention or invalidity shall not invalidate all of the provisions of this Agreement but rather it shall be construed, insofar as the laws of that jurisdiction are concerned, as not containing the provision or provisions contravening or invalid under the laws of that jurisdiction, and the rights and obligations created hereby shall be construed and enforced accordingly.

11. Governing Law; Jurisdiction. This Agreement and any disputes or controversies arising hereunder shall be construed and enforced in accordance with and governed by the laws of California, without regard to principles of conflicts or choice of laws. Each party irrevocably consents to the non-exclusive jurisdiction of any State or Federal court located within Orange County, California, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, and agrees that process may be served upon them in any manner authorized by the laws of the State of California and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process.

12. Amendments and Waivers. This Agreement may be amended or modified only by a written instrument duly executed by each party hereto. No breach of any covenant, agreement, warranty or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach. No waiver of any right hereunder shall operate as a waiver of any other right or of the same or a similar right on another occasion.

13. Entire Agreement. This Agreement, together with the Acquisition Agreement and the MACOM Agreements, contains the entire understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings relating to the subject matter hereof, including the Mindspeed Employment Agreement.

14. Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which, when taken as a whole, shall constitute one and the same instrument.

15. Section Headings. The headings of each Section, subsection or other subdivision of this Agreement are for reference only and shall not limit or control the meaning thereof.

16. Assignment. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof nor any of the documents executed in connection herewith

may be assigned or delegated by either party without the consent of the other party; *provided, however*, that either Purchaser or Mindspeed may assign its rights hereunder, without the consent of Virk, to any Affiliate or to any Person that acquires or succeeds to Purchaser, Mindspeed or the Business.

17. Further Assurances. From time to time, at Purchaser's or Mindspeed's request and without further consideration, Virk shall execute and deliver such additional documents and take all such further action as reasonably determined by Purchaser or Mindspeed to be necessary or desirable to make effective, in the most expeditious manner possible, the terms of this Agreement.

18. Notices. All notices and other communications hereunder shall be in writing and shall be deemed received (a) on the date of delivery if delivered personally and/or by messenger service, (b) on the date of confirmation of receipt of transmission by facsimile (or, the first Business Day following such receipt if (i) the date is not a Business Day or (ii) confirmation of receipt is given after 5:00 p.m., California time) or (c) on the date of confirmation of receipt if delivered by a nationally recognized courier service (or, the first Business Day following such receipt if (i) the date is not a Business Day or (ii) confirmation of receipt is given after 5:00 p.m., California time), to the parties at the following address or facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

(a) if to Purchaser or to Mindspeed, to:

M/A-COM Technology Solutions Inc.
100 Chelmsford Street
Lowell, Massachusetts 01851
Attention: Chief Financial Officer and General Counsel
Facsimile No.: (978) 656-2678

Perkins Coie LLP
1900 Sixteenth Street
Suite 1400
Denver, Colorado 80202
Attention: Jeff Beuche
Facsimile No.: (303) 291-2400

(b) if to Virk, to:

Preetinder Virk
28791 Calle Posada Road
San Juan Capistrano, CA 92675

19. Each Party the Drafter. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party to this Agreement because such party drafted or caused such party's legal representative to draft any of its provisions.

[Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth in the preamble of this Agreement.

PURCHASER:

M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS, INC.

By: _____
Name: _____
Title: _____

MINDSPEED:

MINDSPEED TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

VIRK:

Preetinder Virk

M/A-COM Technology Solutions Inc.
100 Chelmsford Street
Lowell, MA 01851

December 11, 2013

Preetinder Virk
28791 Calle Posada Road
San Juan Capistrano, CA 92675

Re: Offer of Employment with M/A-COM Technology Solutions Inc.

Dear Mr. Virk:

On behalf of M/A-COM Technology Solutions Inc., a Delaware corporation (the "Company"), I am pleased to invite you to join the Company as its SVP Strategy, reporting to John Croteau, President & Chief Executive Officer effective upon the closing of the acquisition (the "Acquisition") of Mindspeed Technologies, Inc. ("Mindspeed") by the Company, pursuant to the terms contained in this agreement below (the "Agreement"). This is an exempt position and you will be working out of our Newport Beach, CA office for Mindspeed, which will become a subsidiary of the Company upon the closing of the Acquisition. You and we agree that this offer is contingent upon the closing of the Acquisition and that the terms herein shall be null and void in the event that the Acquisition fails to close.

The terms of the Company's offer of employment to you ("Employee") are as follows:

(1) Employment Term. You agree to be employed by the Company, subject to the terms of this Agreement, on an "at will" basis, meaning you and the Company are each free to terminate your employment at any time, for any reason or for no reason. In the event that you resign your employment with the Company, you agree to give the Company at least two weeks' notice of your resignation.

(2) No Conflicts. In this position, you will be expected to devote your full business time, attention and energies to the performance of your duties with the Company. The Company also requires that, before execution of this Agreement, you must disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that you do not have any other such agreements, that would prevent you from performing the duties of your position with the Company in any respect, and execution of this Agreement constitutes your representation that that is accurate.

(3) Compensation. The Company will pay you a salary at the rate of \$12,115.38 per bi-weekly pay period, which approximates \$315,000 annually if 52 weeks of employment is completed (your "Base Salary"), subject to normal withholding. The first and last payment by the Company to you will be adjusted, if necessary, to reflect a commencement or termination date other than the first or last working day of a pay period. You will also accrue paid time off pursuant to the Company's

standard policies, providing credit for your prior length of service beginning 3/13/2000. You will also be eligible to participate in a Company bonus plan based on Company bonus targets as determined by the Board of Directors from time to time, with a target bonus participation potential of 50% (and a maximum bonus participation potential of 100%) of your annual Base Salary and subject to the plan(s) eligibility requirements.

(4) Future Equity Awards. It is the current practice of the Company's parent company's Board of Directors to grant long-term compensation opportunities to certain employees in the form of annual equity. The current practice, as it relates to executives, is to grant annual equity values which are a percentage of each individual's base salary plus target bonus, and for the position being offered herein that target equity percentage would be approximately 65%. Any future annual equity awards will be subject to ratable four-year vesting requirements and subject to the approval of the Compensation Committee of the parent Board of Directors, and the Board and or Committee may choose to change its current practice at any time.

(5) Benefits. During the term of your employment, you will be eligible, provided that you meet the eligibility requirements of the relevant plans and policies, for the Company's standard employee benefits applicable to employees at your level, including the parent Employee Stock Purchase Plan, health, dental, vision, life, short and long-term disability insurance and 401(k) plan. The Company reserves the right and discretion to provide such benefits pursuant to the Company's standard employee benefits or pursuant to the standard employee benefits provided by Mindspeed in its sole discretion. The Company also reserves the right to change the benefits it offers or the terms of such benefits from time to time.

(6) Termination of Employment

(a) Cause. The Company may terminate your employment for Cause or otherwise. "Cause" shall mean:

(i) Employee's failure to perform reasonably assigned duties in his employment with the Company after written notice of such failure and reasonable opportunity to remedy such failure;

(ii) the determination by the Company that Employee has committed an act or acts constituting a felony;

(iii) the material breach by Employee of any provision of this Agreement or the ECIA (as defined below) after written notice of such breach and a reasonable opportunity to cure such breach, if curable; or

(iv) the determination by the Company that Employee has engaged in willful misconduct or gross negligence, including but not limited to fraud, dishonesty, or deceit in the performance of his duties as an employee of the Company, that has a material adverse effect on the Company's reputation or business.

(7) Benefits Regarding Termination of Employment Other Than For Cause. If you resign from employment with the Company for any reason, or if the Company terminates your employment for Cause, as defined herein, you shall not be entitled to any additional compensation from the Company after the last day of your employment. Our at-will relationship notwithstanding, if, at a time when you are otherwise willing and able to continue performing services hereunder, the Company determines to terminate your employment with the Company for any reason other than for Cause, the Company hereby agrees to provide you with 90 days' prior written notice thereof (the "Notice Period") before effecting such termination of your employment, provided that: (A) you sign and deliver to the Company within 21 days after such notice and do not revoke within any applicable 7-day revocation period a general release of claims in the Company's favor in a form and substance acceptable to the Company, (B) you continue to make yourself available during normal business hours for work throughout such Notice Period as and to the extent requested by the Company, and (C) during any period of your continued employment during the Notice Period, you and the Company both agree that the Company is free to demote you, remove or alter your duties, authority and responsibilities as it sees fit, and make other non-monetary changes to your employment terms it elects to without being deemed to have constructively terminated you or in any way to have breached this agreement, and (D) that the Company may summarily terminate your employment for Cause where applicable without thereby triggering any severance benefits in your favor or being deemed to have breached this Agreement. If the Company terminates your employment for any reason other than for Cause, and if you sign, deliver to the Company and do not revoke a general release of claims agreement in a form that is acceptable to the Company (which release becomes effective (i.e. you execute the release and any revocation period specified therein expires without your revoking the release) within thirty (30) days of your termination date, then the Company will provide you severance payments in the form of continued salary payments at the rate of \$12,115.38 per bi-weekly pay period, for a period of six (6) months following your termination date (the "Severance Payment"), such that the aggregate amount of Severance Payments potentially payable hereunder is \$157,500, subject to normal withholding. The first installment of the Severance Payment shall be paid on the first payroll date immediately following the date on which the post-termination release referred to above becomes effective and will include all amounts that would have been paid prior to such date, but for the requirement to execute such release. During the period of continued salary payments pursuant to the Severance Payment, the Company will, at its option, either (A) continue to provide you health benefits on the same basis as you were receiving at the time of employment termination or (B) reimburse you for your out of pocket cost incurred to procure comparable coverage pursuant to your timely election for COBRA continuation coverage. You agree that the Severance Payment as described on the terms above is the only severance benefit payable to you by the Company pursuant to this agreement or otherwise.

(8) Immigration Laws. This offer of employment is contingent on your providing proper documentation of your identity and authorization to work in the United States under applicable immigration laws, as required by Form I-9 of the US Department of Homeland Security.

(9) Employee Confidentiality and Invention Assignment Agreement. As a condition of this offer of employment, you will be required to promptly complete, sign and return the Company's standard form of employee confidentiality and invention assignment agreement (the "ECIA"). This offer is also contingent on your completing the company's standard Employment Application

(10) Other Agreements. This offer letter and the ECIA, when signed by you, sets forth the terms of your employment with the Company and supersede any and all prior representations and agreements relating to your employment made to or with you by the Company, any of its predecessors or affiliates, or any of their respective employees, agents, whether written or oral, including, but not limited to the employment agreement between you and Mindspeed Technologies, Inc. dated February 12, 2013. Notwithstanding the foregoing, this Agreement does not supersede or affect in any way the Non-Competition and Non-Solicitation Agreement by and among you, Mindspeed and the Company's parent dated on or about the date hereof ("Non-Competition Agreement"), which shall remain in full force and effect.

(11) General. As a Company employee, you will also be expected to abide by Company rules and regulations, whether set forth in a Company-approved employee handbook or otherwise, that may be modified from time to time. In the event of a conflict between the terms and provisions of this offer letter and the ECIA, the terms and provisions of the ECIA will control. Any amendment of this offer letter or any waiver of a right under this offer letter must be set forth in a writing signed by you and an authorized officer of the Company to be effective. The law of the state in which you are employed will govern this offer letter. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that we are both waiving any and all rights to a jury trial in connection with such dispute or claim. This offer is contingent on satisfactory completion of reference checks and company's employment background checks.

(12) Section 409A. This offer letter and the payments and other benefits provided hereunder are intended to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and guidance issued thereunder ("Section 409A") to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the involuntary separation pay plan exception described in Treasury Regulation Section 1.409A-1(b)(9)(iii), or otherwise. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted, operated and administered in a manner consistent with such intention; provided, however that in no event shall the Company or its agents, parents, subsidiaries, affiliates or successors in interest be liable for any additional tax, interest or penalty that may be imposed on you pursuant to Section 409A or for any damages incurred by you as a result of this offer letter (or the payments or benefits hereunder) failing to comply with, or be exempt from, Section 409A. Each payment made under this offer letter shall be treated as a separate payment and the right to a series of installment payments under this offer letter shall be treated as a right to a series of separate and distinct payments.

We look forward to you joining the Company. If the foregoing terms are agreeable, please indicate your acceptance by signing this offer letter in the space provided below and returning it to me, along with your completed and signed ECIA.

Sincerely,

M/A-COM Technology Solutions Inc.

By: /s/ William Van Anglen

William Van Anglen

Vice President of Human Resources

AGREED TO AND ACCEPTED:

“Employee”

/s/ Preetinder Virk

Preetinder Virk

Enclosures:

ECIA