

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

Pursuant to Section 13 OR 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 28, 2010

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**MaxLinear, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-34666**  
(Commission  
File Number)

**14-1896129**  
(I.R.S. Employer  
Identification No.)

**2051 Palomar Airport Road, Suite 100, Carlsbad, California 92011**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (760) 692-0711

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

***Appointment of Adam C. Spice as Vice President and Chief Financial Officer.***

On December 28, 2010, we issued a press release announcing the appointment of Adam C. Spice, age 42, as our vice president and chief financial officer, effective as of January 3, 2011.

From October 2009 to November 2010, Mr. Spice served as the chief financial officer of Symwave Corporation, a private fabless semiconductor company recently acquired by Standard Microsystems Corporation. From July 2000 to October 2009, Mr. Spice served in various capacities at Broadcom Corporation, a fabless semiconductor company. Most recently, he served as Vice President, Finance and Corporate Development, at Broadcom and previously as Vice President and General Manager, Mobile Power Management Business Unit, Mobile Platforms Group, and Vice President Corporate Development, Business Planning, and Corporate Treasurer. From November 1998 to July 2000, Mr. Spice served as Senior Finance Manager at Intel Capital and as Finance Manager – Planning and Logistics Division at Intel Corporation.

Under the terms of an employment offer letter, dated December 21, 2010 and filed herewith as Exhibit 99.2, Mr. Spice will receive a base salary of \$250,000 per year and will be an at-will employee.

As an executive officer, Mr. Spice will be eligible to participate in our executive incentive bonus plan for fiscal 2011. The terms and conditions, including performance goals, of our 2011 executive incentive bonus plan for executive officers have not yet been established. Mr. Spice annualized target bonus for 2011 will equal 50% of his base salary, based on satisfaction of certain corporate and individual performance objectives to be scheduled in 2011.

We have also agreed to grant Mr. Spice an option to purchase 275,000 shares of our Class A common stock. This option will be subject to the terms and conditions of our 2010 Equity Incentive Plan and form of stock option agreement. Our compensation committee is expected to formally approve the grant at a meeting in 2011. This option will vest and become exercisable over four years based on Mr. Spice's continued employment with us. One-quarter of the shares subject to this option will vest on the first anniversary of the effective date of Mr. Spice's employment with the Company, and the remaining shares will vest ratably in equal monthly installments over the 36 months after such first anniversary.

Pursuant to our form of change of control severance agreement applicable to our chief financial officer, if Mr. Spice is a "Section 16 officer" immediately prior to a "change in control" (as such terms are defined in the change in control agreement) and upon or within 12 months following a change of control, Mr. Spice is involuntarily terminated by us or our successor without "cause" or terminates voluntarily for "good reason" (as such terms are defined in the change in control agreement), the change in control agreement provides that Mr. Spice will be entitled to receive the following benefits: (i) a lump sum cash payment equal to 12 months of base salary, determined at a rate equal to the greater of (A) the annual salary as in effect immediately prior to the change in control, or (B) the then current annual salary as of the date of such termination; (ii) a lump sum cash payment equal to a pro-rated amount of the target annual bonus for the year immediately preceding the year of the change in control; (iii) payment of premiums for continued health benefits under the Company's health plans for 12 months following termination provided that Mr. Spice constitutes a qualified beneficiary under applicable law and timely elects to continue coverage under applicable law; and (iv) immediate vesting of 100% of the then-unvested portion of any outstanding equity awards.

We filed the form of change of control agreement applicable to our chief executive officer and chief financial officer as Exhibit 10.12 of our Registration Statement on Form S-1 (No. 333-162947), which was declared effective by the Securities and Exchange Commission on March 23, 2010.

A copy of the press release, dated December 28, 2010, announcing Mr. Spice's appointment as our vice president and chief financial officer is attached hereto as Exhibit 99.1. The summary description of Mr. Spice's offer letter and change in control agreement set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the offer letter dated as of December 21, 2010 that is attached hereto as Exhibit 99.2 and the full text of the form of change in control agreement for chief executive officer and chief financial officer that is attached as Exhibit 10.12 to our Registration Statement on Form S-1 (No. 333-162947).

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**Item 9.01. Financial Statements and Exhibits.**

<u>Exhibit</u>	<u>Description</u>
99.1	Press Release dated December 28, 2010.
99.2	Employment Offer Letter, dated December 20, 2010, between MaxLinear, Inc. and Adam C. Spice.

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**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.

Date: December 28, 2010

MAXLINEAR, INC.  
(Registrant)

By: \_\_\_\_\_ /s/ PATRICK E. MCCREADY  
Patrick E. McCready  
Chief Accounting Officer and Controller

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**EXHIBIT INDEX**

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FOR IMMEDIATE RELEASE

## MaxLinear Announces Appointment of Chief Financial Officer

*Adam C. Spice Joins MaxLinear, Bringing Wealth of Financial Management and Corporate Development Experience*

**Carlsbad, Calif. – Dec. 28, 2010** – MaxLinear Inc. (NYSE: MXL), a leading provider of integrated radio frequency (RF) and mixed-signal integrated circuits for broadband communication applications, today announced that Adam C. Spice will be joining MaxLinear, Inc. as its Vice President and Chief Financial Officer.

Mr. Spice brings a wealth of financial management, corporate development, strategic planning, and operational experience in the semiconductor industry to MaxLinear.

From 2000 until 2009, Mr. Spice worked in senior financial management and operational roles at Broadcom Corporation, one of the world's largest fabless communications semiconductor companies. Most recently, he served as Broadcom's Vice President of Finance and Corporate Development, where he was responsible for strategic planning, mergers and acquisitions, corporate development, corporate-wide financial planning & analysis, and treasury functions. In particular, during this period of Broadcom's rapid growth, in his role as the corporate development lead, Mr. Spice led more than 30 of Broadcom's acquisitions and other strategic equity investments. As Corporate Treasurer, he was responsible for managing Broadcom's substantial cash and portfolio investments, along with credit, collections, and risk management. From 2006 to 2008, Mr. Spice served as Vice President and General Manager of Broadcom's Mobile Power Management Business Unit in the Mobile Platforms group.

From October 2009 to November 2010, Mr. Spice served as the Chief Financial Officer of Symwave Corporation, a venture backed private fabless semiconductor company acquired by Standard Microsystems Corporation. Prior to joining Broadcom, Mr. Spice served in senior finance and corporate development roles with Intel's Planning and Logistics Division and with Intel Capital in its acquisitions and integration team.

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Mr. Spice received a Bachelor of Business Administration degree from the Brigham Young University and an MBA from The University of Texas at Austin.

“We are delighted to have Adam Spice join us as our Chief Financial Officer,” said Kishore Seendripu, Ph.D., Chairman, and Chief Executive Officer of MaxLinear, Inc. “We believe that Adam is uniquely qualified to lead our finance department and manage our continuing compliance and internal control initiatives. Adam’s breadth and depth of experience in leadership roles in corporate finance, mergers and acquisitions, corporate development, treasury, and strategic planning will be of great value for us as we continue to build upon our success so far.”

Mr. Spice commented: “I am looking forward to joining MaxLinear at this critical stage of its development. MaxLinear has a great track record of product and technology innovation, and I am eager to contribute to building and expanding its business.”

MaxLinear expects Mr. Spice to join as Vice President and Chief Financial Officer effective January 3, 2011.

**About MaxLinear, Inc.**

MaxLinear, Inc. is a leading provider of radio frequency and mixed-signal semiconductor solutions for broadband communication applications. MaxLinear is located in Carlsbad, California, and its address on the Internet is [www.maxlinear.com](http://www.maxlinear.com).

MxL and the MaxLinear logo are trademarks of MaxLinear, Inc. Other trademarks appearing herein are the property of their respective owners.

**Cautionary Note About Forward-Looking Statements**

This press release contains “forward-looking” statements within the meaning of federal securities laws. Forward-looking statements include, among others, statements concerning or implying MaxLinear’s future financial performance, trends and opportunities affecting MaxLinear, performance, potential market acceptance, or timing of availability of MaxLinear’s new products, and the ability of management personnel to contribute to the growth of its business. These statements involve known and unknown risks, uncertainties, and other factors that may cause actual results to be materially different from any future results expressed or implied by these forward-looking statements. MaxLinear’s business, revenues, and operating results are and will be subject to numerous risks and uncertainties, including (among others) uncertainties concerning how end user markets for its products will develop; potential delays in the commercial availability of new products; MaxLinear’s dependence on a limited number of customers for a substantial portion of revenues; its ability to continue to develop and introduce new and enhanced products on a timely basis; and potential decreases in average selling prices for its products. In addition to these risks and uncertainties, investors should review the risks and uncertainties contained in MaxLinear’s filings with the United States Securities and Exchange Commission, including risks and uncertainties identified in the Quarterly Report on Form 10-Q filed with the SEC in October 2010.

**MaxLinear Inc. Press Contact:**

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**MAXLINEAR, INC.  
2051 Palomar Airport Road, Suite 100  
Carlsbad, California 92011**

December 20, 2010

Adam C. Spice [\*]

Dear Adam:

I am very pleased to offer you a position with MaxLinear, Inc. (the "Company"), as Vice President and Chief Financial Officer, reporting to the Chief Executive Officer. We are offering you an annual base salary of \$250,000, a target bonus of fifty percent (50%) of your annual base salary pursuant to the Company's 2011 Executive Incentive Bonus Plan (the "2011 Plan"), an option to purchase 275,000 shares of the Company's Class A common stock pursuant to the Company's 2010 Equity Incentive Plan, and severance and termination protection benefits in connection with a change in control agreement, all as further set forth below.

*Annual Base Salary*

If you decide to join us, you will receive semi-monthly payments of your annual base salary of \$250,000, in accordance with the Company's normal payroll procedures and you will also be eligible to receive certain employee benefits generally offered to the Company's employees, which include 15 days of paid time off per year, prorated for the remainder of this calendar year from the commencement of your employment, participation in our 401(k) plan and employer contribution towards health insurance premiums. The details of these employee benefits will be explained in greater detail in subsequent correspondence.

*2011 Executive Incentive Bonus Plan*

Under the 2011 Plan, you will be eligible for a target bonus of fifty percent (50%) of your base salary. The terms and conditions, including performance goals, of our 2011 Plan for executive officers have not yet been established for 2011.

*Severance and Change in Control Benefits*

Under the terms of the form of change in control agreement that our Board of Directors has approved for the Chief Financial Officer of the Company, if you are a "Section 16 officer" immediately prior to a "change in control" (as such terms are defined in the change in control agreement) and upon or within 12 months following a change of control, you are involuntarily terminated by the Company or our successor without "cause" or you terminate voluntarily for "good reason" (as such terms are defined in the change in control agreement), you will be entitled to receive certain benefits, in such amounts and pursuant to such terms and conditions as set forth in the change in control agreement in the form attached hereto as Exhibit A.

[\*] DESIGNATES PORTIONS OF THIS DOCUMENT THAT HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT FILED SEPARATELY WITH THE COMMISSION



Adam C. Spice  
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*Stock Option Grant*

The Company will recommend that its compensation committee approve a grant to you of an option to purchase 275,000 shares of the Company's Class A common stock. This option will be subject to the terms and conditions of the Company's 2010 Equity Incentive Plan and the form of stock option agreement approved by the Board of Directors. In accordance with our established policies and practices, we expect the option grant to be granted on, and have an exercise price equal to, the closing price of the Company's Class A common stock on the New York Stock Exchange on the tenth (10<sup>th</sup>) trading day of February 2011, assuming the Company's trading window is then open. This option will vest and become exercisable over four years based on your continued employment with the Company. One-quarter of the shares subject to this option will vest on the first anniversary of the effective date of your employment with the Company, and the remaining shares will vest ratably in equal monthly installments over the 36 months after such first anniversary. The option grant shall have a term of ten years, subject to earlier termination as provided in the 2010 Equity Incentive Plan and the form of stock option agreement. No right to any shares subject to this option will be earned or accrued until such time as they have become fully vested. In addition, the issuance of shares to you will not confer any right to continued vesting or employment.

**Other Employment Terms**

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks' notice.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of the effective date of your employment, or our employment relationship with you may be terminated. If you anticipate you may have immigration issues, please advise us now so that we may start to investigate those issues prior to your effective date.

We also ask that, if you have not already done so, you disclose to the Company any agreements relating to your prior employment that may affect your eligibility to be employed by the Company or that may limit the manner in which you may be employed. It is our understanding that any such agreements will not prevent you from performing the duties of your position, and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third party confidential information to the Company, including that of any former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

Adam C. Spice  
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As a condition of your employment, you are also required to sign and comply with an At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement which requires, among other provisions, the assignment of patent and other intellectual property rights to any invention made during your employment at the Company, non-disclosure of the Company's proprietary information, and arbitration of disputes between you and the Company. Please note that we must receive this signed agreement on or before your effective date.

The Company has a strict policy against insider trading, which prohibits, among other things, employees, contractors and temporary workers from trading the Company's stock during certain time periods and engaging in any derivative transactions in the Company's stock. It will be your responsibility to educate yourself regarding our insider trading policies and to ensure you are in full compliance. If you have any questions about our policy against insider trading, please contact Human Resources.

To accept the Company's employment proposal, please (1) sign and date the Acceptance Form attached to this letter; and (2) the signature page of the Severance and Change in Control Agreement; and in order to maintain the confidentiality of compensation information, return a copy of **ONLY** the Acceptance Form page and the signature page of the Severance and Change in Control Agreement to me by fax at 760-444-8598. A duplicate original of this letter is enclosed for your records. This letter, along with any agreements relating to proprietary rights between you and the Company, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter may not be modified or amended except by a written agreement signed by the Chief Executive Officer of the Company and you.

This offer of employment will terminate if it is not accepted, signed and returned by **December 21, 2010**. We look forward to your favorable reply and to working with you at the Company.

Sincerely,  
MAXLINEAR, INC.

/s/ Kishore Seendripu  
Kishore Seendripu, Ph.D.  
Chairman of the Board of Directors, Chief  
Executive Officer and President

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**OFFER ACCEPTANCE FORM**

The terms of the letter dated December 20, 2010 are agreed to and accepted:

Printed Name: Adam C. Spice

Signature: /s/ Adam C. Spice

Date: 12/21/10

Anticipated Start Date: 1/4/2011

Enclosures:

1. Duplicate Original Letter
2. Exhibit A: Change in Control Agreement for CFO
3. Exhibit B: Employment, Confidential Information, Invention Assignment and Arbitration Agreement