

**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): August 21, 2012

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**MaxLinear, Inc.**

(Exact name of registrant as specified in its charter)

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**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)

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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 1.01. Entry into a Material Definitive Agreement.**

On August 21, 2012, we repurchased 1,152,338 shares of our Class A common stock from Mission Ventures III, L.P. and Mission Ventures Affiliates III, L.P. (collectively referred to as Mission), representing all of Mission's holdings of our Class A or Class B Common Stock. In addition, we repurchased 500,000 shares of our Class B Common Stock held by U.S. Venture Partners VIII, L.P., USVP VIII Affiliates Fund, L.P., USVP Entrepreneur Partners VIII-A, L.P. and USVP Entrepreneur Partners VIII-B, L.P. (collectively, USVP). Following the repurchase, USVP will hold an aggregate of 2,396,571 shares of our Class B Common Stock and no shares of our Class A common stock.

We effected the repurchases pursuant to a stock repurchase agreement. The per share repurchase price for the shares repurchased was the closing price of our Class A common stock in trading on the New York Stock Exchange on August 21, 2012, the date of the agreement. The aggregate repurchase price was \$9,236,569.42 million. The repurchase is subject to standard closing and settlement conditions.

Under the terms of the stock repurchase agreement, USVP has agreed for a period of six months to notify us prior to making any sales or other transfers of our capital stock or any distributions of our capital stock to USVP's limited partners. For a 24 hour period, we will then have the opportunity, but not the obligation, to repurchase the shares proposed to be sold, distributed, or transferred at a repurchase price per share equal to the closing price of our Class A common stock in trading on the New York Stock Exchange on the day after USVP has notified us of its intentions with respect to a sale, distribution, or transfer of the shares.

The stock repurchase agreement and the related transactions were approved by our board of directors and the audit committee of our board of directors.

A copy of the stock repurchase agreement we entered with Mission and USVP is attached to this Current Report on Form 8-K and incorporated herein by reference. The description of the repurchase agreement provided herein is qualified in its entirety by reference to the terms of the agreement as set forth in Exhibit 10.23.

Other than the private transactions with our venture capital investors described in this report, our board of directors has not authorized any stock repurchase program, and we have no current plans to effect any open-market purchases of our Class A common stock or other repurchases of our Class B common stock.

**Item 9.01 Financial Statements and Exhibits.***(d) Exhibits*

<u>Exhibit</u>	<u>Description</u>
10.23	Stock Repurchase Agreement, dated August 21, 2012, by and among the Company, Mission Ventures III, L.P., Mission Ventures Affiliates III, L.P., and U.S. Venture Partners VIII, L.P.
99.1	Press release, dated August 22, 2012.

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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: August 22, 2012

MAXLINEAR, INC.  
(Registrant)

By: /s/ Adam C. Spice

Adam C. Spice  
Vice President and Chief Financial Officer

## MAXLINEAR, INC.

## STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (this “**Agreement**”) is made as of August 21, 2012, by and among MaxLinear, Inc., a Delaware corporation (the “**Company**”), Mission Ventures III, L.P. and Mission Ventures Affiliates III, L.P. (collectively, “**Mission**”) and U.S. Venture Partners VIII, L.P., USVP VIII Affiliates Fund, L.P., USVP Entrepreneur Partners VIII-A, L.P. and USVP Entrepreneur Partners VIII-B, L.P. (collectively, “**USVP**”), each as set forth on Exhibit A, attached hereto (collectively, the “**Selling Stockholders**”).

WHEREAS, Mission currently holds 1,152,338 shares of Class A Common Stock of the Company (the “**Class A Stock**”).

WHEREAS, USVP currently holds 2,896,571 shares of Class B Common Stock of the Company (the “**Class B Stock**” and together with the Class A Stock, the “**Common Stock**”).

WHEREAS, the Selling Stockholders desire to sell that amount of shares of Common Stock opposite such Selling Stockholder’s name as set forth on Exhibit A, and the Company desires to repurchase such Common Stock from each of the Selling Stockholders on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Sale and Purchase of Common Stock.**

1.1 *Sale of Common Stock.* Subject to the terms and conditions of this Agreement, the Selling Stockholders hereby agree to sell to the Company, and the Company hereby agrees to purchase from the Selling Stockholder, that number of shares of Common Stock opposite each Selling Stockholder’s name as set forth on Exhibit A.

1.2 *Consideration.* The purchase price per share for such Class A Stock and Class B Stock shall equal the closing price of the Company’s Class A Common Stock in trading on the New York Stock Exchange on the date of this Agreement.

1.3 *Closing.* The closing shall occur as soon as soon as practicable following the date of this Agreement (the “**Closing**”).

1.3.1. *Mission.* On the day of Closing, Mission shall cause its broker to deliver the Class A Stock to Computershare, N.A. (“**Computershare**”), which delivery shall be made through the facilities of the Depository Trust Company’s DWAC system. The Company shall deliver a letter to Computershare, in a form acceptable to Computershare, which letter shall include the broker name, phone number and number of shares of Class A Stock to be transferred, instructing Computershare to accept the DWAC.

1.3.2. *USVP.* On the day of Closing, USVP must cause to be delivered to Computershare (i) stock powers for that number of shares of Class B Stock to be sold under this Agreement with medallion guarantees in a form acceptable to Computershare and (ii) a certificate of

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incumbency or partnership certification stamp. The Company shall caused to be delivered to Computershare (i) an opinion of counsel informing Computershare to remove the restrictive legends from the Class B Stock, and (ii) an instruction letter from the Company, which letter should direct Computershare to cancel the Class B Stock.

1.3.2 *Payment*. On the day of Closing, upon confirmation that the Common Stock has been cancelled, the Company shall deliver payment for the Common Stock by wire transfer in accordance with instructions from the Selling Stockholders.

**2. Representations and Warranties of the Selling Stockholder.** The Selling Stockholders hereby represent and warrant to the Company as follows:

2.1 *Title to Common Stock*. As of immediately prior to the Closing, the Selling Stockholders hold the Common Stock, free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest other than pursuant to this Agreement.

2.2 *Authority; Enforceability*. The Selling Stockholders have full power and authority to enter into, and perform its obligations under this Agreement, including its obligation to sell, assign, transfer and deliver the Common Stock under this Agreement, and has taken all action necessary to authorize the transactions effected hereby. This Agreement has been duly and validly executed and delivered by, and is the valid, legal and binding obligation of, the Selling Stockholders, enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (i) will not violate any rule, regulation, judgment, decree or order by which the Selling Stockholders may be bound and (ii) will not require on the part of the Selling Stockholders any filing with, or any permit, authorization, consent or approval of, any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority or agency, except for the filing of such notices as may be required under the Securities Act of 1933, as amended, and such filings as may be required under applicable state securities laws.

2.3 *No Conflicts*. The performance of this Agreement and the consummation of the transactions contemplated hereby will not result in a material breach or violation by the Selling Stockholders of any of the terms or provisions of, or constitute a material default by the Selling Stockholders under, any indenture, mortgage, deed of trust, trust (constructive or other), loan agreement, lease, franchise, permit, authorization, license or other agreement or instrument to which the Selling Stockholders are a party or by which the Selling Stockholders or any of their properties may be bound, or any judgment, decree, order, rule or regulation of any court of governmental agency or body applicable to the Selling Stockholders or any of their properties.

2.4 *No Legal, Tax, or Investment Advice*. The Selling Stockholders have had an opportunity to review the federal, state, local, and foreign tax consequences of its sale of the Common Stock to the Company. The Selling Stockholders understand that nothing in this Agreement or any other materials presented to the Selling Stockholders in connection with the sale and purchase of the Common Stock constitutes legal, tax, or investment advice. The Selling Stockholders have consulted such legal, tax, and investment advisors as the Selling Stockholders, in their sole discretion, have deemed necessary or appropriate in connection with the sale of the Common Stock hereunder. The Selling Stockholders acknowledge that they shall be responsible for their own tax liability that may arise as a result of its sale of the Common Stock to the Company or the transactions contemplated by this Agreement.

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3. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Selling Stockholders as follows:

3.1 *Authority; Enforceability.* The Company has full power and authority to enter into, and perform its obligations under this Agreement, including its obligation to purchase the Common Stock under this Agreement, and has taken all action necessary to authorize the transactions effected hereby. This Agreement has been duly and validly executed and delivered by, and is the valid, legal and binding obligation of, the Company, enforceable in accordance with its terms except as such enforceability may be limited by laws of general application relating to bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (i) will not violate any rule, regulation, judgment, decree or order by which the Company may be bound and (ii) will not require on the part of the Company any filing with, or any permit, authorization, consent or approval of, any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority or agency, except for the filing of such notices as may be required under the Securities Act of 1933, as amended, and such filings as may be required under applicable state securities laws.

3.2 *No Conflicts.* The performance of this Agreement and the consummation of the transactions contemplated hereby will not result in a material breach or violation by the Company of any of the terms or provisions of, or constitute a material default by the Company under, any indenture, mortgage, deed of trust, trust (constructive or other), loan agreement, lease, franchise, permit, authorization, license or other agreement or instrument to which the Company is a party or by which the Company or any of its properties may be bound, or any judgment, decree, order, rule or regulation of any court of governmental agency or body applicable to the Company or any of its properties.

4. **Other Agreements.** Until the six month anniversary of this Agreement, if a Selling Stockholder proposes to sell, distribute, or otherwise transfer (a "**Post-Agreement Transfer**") any Common Stock, such Selling Stockholder shall provide the Company written notice thereof in accordance with Section 6.4 of this Agreement (the "**Transfer Notice**") not less than 24 hours prior to effecting such Post-Agreement Transfer (including, without limitation, in connection with any market transaction, prior to the execution of any order with respect to a Post-Agreement Transfer). If the Company elects to purchase all or any portion of the Common Stock referenced in the Transfer Notice, the Company may deliver written notice of such election to the Selling Stockholder within 24 hours of its receipt of a Transfer Notice. Any such Transfer Notice shall be revocable by a written notice of revocation delivered to the Company at any time during the 24-hour period following delivery of the Transfer Notice (even if the Company has elected to purchase shares from the Selling Stockholder). If the Company delivers such election and the Selling Stockholder has not revoked such Transfer Notice in accordance herewith, the Company shall purchase from the Selling Stockholder, and the Selling Stockholder shall sell to the Company, all or such portion as the Company may elect of the Common Stock specified in the Transfer Notice. The purchase price for such Common Stock shall equal the closing price of the Company's Class A Common Stock in trading on the New York Stock Exchange on the first trading day following delivery of the Transfer Notice to the Company. Any such purchase shall be made pursuant to a Stock Repurchase Agreement in substantially the form set forth herein, *provided that* such agreement shall provide for such modifications as may be reasonably necessary to reflect the appropriate number of shares of Common Stock being repurchased by the Company and, unless the parties shall otherwise agree, such repurchase agreement shall not extend the period of the Company's rights set forth in this Section 4 beyond the six month anniversary of this Agreement. In the event the Company does not exercise its rights hereunder or exercises its rights with respect to less than all of the Common Stock specified in the Transfer Notice, the Selling Stockholder shall not be required to provide any further notice to the Company with respect

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to the securities or transactions specified in the Post-Agreement Transfer, *provided that* in the event such securities have not been sold, distributed, or otherwise transferred within 30 days of the date of the Transfer Notice, then the rights set forth herein shall once again apply to such shares of Common Stock. Notwithstanding the foregoing, the rights of the Company set forth in this Section 4 shall not apply to distributions directly to general partners of the Selling Stockholder, and such general partners shall not be bound to this Section 4 in their capacities as individual stockholders of the Company.

#### **5. Closing Conditions.**

*5.1 Conditions to Company's Obligations.* Company's obligation to purchase the Common Stock at the Closing is subject to the fulfillment to Company's satisfaction on or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Company:

5.1.1 The representations and warranties made by the Selling Stockholders in Section 2 hereof shall be true and correct when made and as of the Closing.

5.1.2 All covenants, agreements and conditions contained in this Agreement to be performed by the Selling Stockholders on or prior to the Closing shall have been performed or complied with.

5.1.3 No action shall have been taken and no statute, rule, regulation or order shall have been enacted, promulgated or issued or deemed applicable to the proposed transactions by any legislature, administrative agency, court or other governmental authority which would make consummation of the proposed transactions pursuant to this Agreement illegal or render Company or the Selling Stockholders unable to consummate the proposed transactions.

*5.2 Conditions to Obligations of the Selling Stockholders.* The obligations of the Selling Stockholders to sell and convey the Common Stock at the Closing is subject to the fulfillment to the satisfaction of the Selling Stockholders, on or prior to the Closing of the following conditions, any of which may be waived in whole or in part by the Selling Stockholders:

5.2.1 The representations made by Company in Section 3 hereof shall be true and correct when made and as of the Closing.

5.2.2 All covenants, agreements and conditions contained in this Agreement to be performed by Company on or prior to the Closing shall have been performed or complied with.

5.2.3 No action shall have been taken and no statute, rule, regulation or order shall have been enacted, promulgated or issued or deemed applicable to the proposed transactions by any legislature, administrative agency, court or other governmental authority which would make consummation of the proposed transactions pursuant to this Agreement illegal or render Company or Seller unable to consummate the proposed transactions.

#### **6. Miscellaneous.**

6.1 *Governing Law.* This Agreement shall be governed in all respects by the laws of the State of Delaware, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions.

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6.2 *Successors and Assigns.* Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

6.3 *Entire Agreement; Amendment.* This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the Selling Stockholders.

6.4 *Notices, Etc.* All notices and other communications required or permitted hereunder shall be given in writing and shall be personally delivered; sent by facsimile transmission or electronic transmission; or sent by registered or certified U.S. mail, return receipt requested and postage prepaid; or by private overnight mail courier service, as follows:

- (i) If to the Company, to:

MaxLinear, Inc.  
2051 Palomar Airport Road, Suite 100  
Carlsbad, CA 92011  
Attention: Chief Financial Officer  
Facsimile: (760) 444-8598  
Email: [aspice@maxlinear.com](mailto:aspice@maxlinear.com)

(with a copy to)

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real, Suite 200  
San Diego, CA 92130  
Attention: Robert Kornegay  
Facsimile: (858) 350-2399  
Email: [rkornegay@wsgr.com](mailto:rkornegay@wsgr.com)

- (ii) If to the Selling Stockholders, at such address as set forth on the signature pages hereto.

or to such other person or address as any party shall have specified by notice in writing to the other parties. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by facsimile transmission or electronic transmission, such communication shall be deemed delivered the day of the transmission or, if the transmission is not made on a business day before 5:00 p.m. at the place of receipt, the first business day after transmission (and sender shall bear the burden of proof of delivery); if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal; and if sent by overnight courier, such communication shall be deemed delivered upon receipt.

6.5 *Delays or Omissions.* No delay or omission to exercise any right, power or remedy accruing to any party hereto under this Agreement upon the breach or default of any other party hereto under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of, or in any similar breach or default thereafter



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occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of a party hereto under this Agreement of any breach or default under this Agreement, or any waiver on the part of any party hereto of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in this Agreement. All remedies, either under this Agreement or by law or otherwise afforded to a party hereto, shall be cumulative and not alternative.

6.6 *Expenses.* The Company and the Selling Stockholders shall each pay their own expenses, including any legal expenses, in connection with the transactions contemplated by this Agreement.

6.7 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

6.8 *Severability.* In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

*(Signature pages follows)*

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**COMPANY:**

**MAXLINEAR, INC.**  
a Delaware corporation

By: /s/ Adam Spice

Name: Adam Spice

Title: Vice President and Chief Financial Officer

*[Signature Page to Stock Repurchase Agreement]*

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**SELLING STOCKHOLDERS:**

**MISSION VENTURES III, L.P.**  
**MISSION VENTURES AFFILIATES III, L.P.**

By: Mission Ventures Management III, LLC  
Its General Partner

By: /s/ Leo S. Spiegel

Leo S. Spiegel  
Managing Member

Address: 3570 Carmel Mountain Road,  
Suite 200, San Diego, CA 92130  
Phone: 858-350-2170  
Fax: 858-350-2101  
Email: Ted@missionventures.com

**U.S. VENTURE PARTNERS VIII, L.P.**  
**USVP VIII AFFILIATES FUND, L.P.**  
**USVP ENTREPRENEUR PARTNERS VIII-A, L.P.**  
**USVP ENTREPRENEUR PARTNERS VIII-B, L.P.**

By: Presidio Management Group VIII, L.L.C  
The General Partner of Each

By: /s/ Steven M. Krausz

Steven M. Krausz  
Managing Member

Address: 2735 Sand Hill Road  
Menlo Park, CA 94025  
Phone: 650-854-9080  
Fax: 650-854-3018  
Email: deals@usvp.com

*[Signature Page to Stock Repurchase Agreement]*

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**EXHIBIT A**

**Selling Stockholders**

<u>Entity</u>	<u>Type of Stock</u>	<u>Number of Shares</u>
Mission Ventures III, L.P.	Class A Common Stock	1,103,940
Mission Ventures Affiliates III, L.P.	Class A Common Stock	48,398
U.S. Venture Partners VIII, L.P.	Class B Common Stock	488,481
USVP VIII Affiliates Fund, L.P.	Class B Common Stock	4,715
USVP Entrepreneur Partners VIII-A, L.P.	Class B Common Stock	4,515
USVP Entrepreneur Partners VIII-B, L.P.	Class B Common Stock	2,289



FOR IMMEDIATE RELEASE

## MaxLinear Repurchases 1.65M Shares From Venture Capital Investors

**Carlsbad, Calif. – August 22, 2012** – MaxLinear, Inc. (NYSE: MXL), a leading provider of integrated radio frequency (RF) and mixed-signal integrated circuits for broadband communication applications, today announced that it has executed an agreement to repurchase 1,152,338 shares of its Class A common stock from Mission Ventures and 500,000 shares of its Class B common stock from various funds affiliated with US Venture Partners. Following the repurchase, Mission Ventures will no longer hold any Class A or Class B Common Stock of MaxLinear. USVP will continue to hold an aggregate of 2,396,571 shares of MaxLinear’s Class B common stock and no shares of Class A common stock.

The per share purchase price for all of the shares being repurchased was \$5.59, the closing price of MaxLinear’s Class A common stock in trading on the New York Stock Exchange on August 21, 2012, the date of the agreement. The aggregate repurchase price was \$9,236,569. The repurchase is subject to standard closing and settlement conditions.

Under the terms of the stock repurchase agreement, USVP has agreed for a period of six months to notify MaxLinear prior to making any sales or other transfers of MaxLinear’s capital stock or any distributions of MaxLinear capital stock to USVP’s limited partners. For a 24-hour period, MaxLinear will then have the opportunity, but not the obligation, to repurchase the shares proposed to be sold, distributed, or transferred at a per share repurchase price equal to the closing price of MaxLinear’s Class A common stock in trading on the New York Stock Exchange on the day after USVP notifies MaxLinear of its intentions with respect to a sale, distribution, or transfer of the shares.

“Given current trading prices and the large blocks of stock held by our largest remaining pre-IPO investors, our board of directors believed that these privately negotiated repurchases were in the best interests of MaxLinear and its stockholders,” said Kishore Seendripu, Ph.D., Chairman and Chief Executive Officer of MaxLinear, Inc. Dr. Seendripu added: “The decision with respect to these private repurchases was unique to the present circumstances of MaxLinear’s business and the substantial blocks held by Mission and USVP. We are not presently contemplating any open market repurchases or similar repurchase programs.”

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**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 or future valuations of MaxLinear’s common stock. 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), how end user markets for its products will develop; MaxLinear’s 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 (SEC), including risks and uncertainties identified in its Annual Report on Form 10-K for the year ended December 31, 2011 and its Quarterly Report on Form 10-Q for the quarter ended June 30, 2012. All forward-looking statements are qualified in their entirety by this cautionary statement. MaxLinear is providing this information as of the date of this release and does not undertake any obligation to update any forward-looking statements contained in this release as a result of new information, future events or otherwise.

**MaxLinear Inc. Press Contact:**

David Rodewald  
The David James Agency LLC  
Tel: 805-494-9508  
[david@davidjamesagency.com](mailto:david@davidjamesagency.com)

**MaxLinear Inc. Corporate Contact:**

Adam Spice  
Chief Financial Officer  
Tel: 760-692-0711  
[aspice@maxlinear.com](mailto:aspice@maxlinear.com)