

**Must Be Postmarked
No Later Than
November 24, 2010**

In re Maxim Integrated Products, Inc. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9492
Dublin, OH 43017-4592
1 (800) 951-2103

MXM



Claim Number:

Control Number:

PROOF OF CLAIM FORM AND RELEASE

MUST BE POSTMARKED NO LATER THAN NOVEMBER 24, 2010

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IMPORTANT: Before Completing This Proof of Claim Form and Release,
Please Carefully Read the Enclosed Instruction Sheet.

QUESTIONS? PLEASE CALL 1 (800) 951-2103 OR VISIT WWW.MAXIMSECURITIESSETTLEMENT.COM



PART I - CLAIMANT IDENTIFICATION

Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):

[Empty text box for Claimant Name(s)]

Last 4 digits of Claimant Social Security Number/Taxpayer ID Number:

[Empty text box for last 4 digits of SSN/TIN]

Record Owner's Name (if different from Claimant Name(s) listed above):

[Empty text box for Record Owner's Name]

Check appropriate box (check only one box):

- Individual/Sole Proprietor
- Corporation
- IRA
- Joint Owners
- Partnership
- Other (describe: _____)
- Pension Plan
- Trust

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if different from the Claimant Name(s) listed above):

[Empty text box for Name of Person to Contact]

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Street Address:

[Empty text box for Street Address]

[Empty text box for Street Address]

City:

[Empty text box for City]

State and Zip Code:

[Empty text box for State and Zip Code]

Country (Other than U.S.):

[Empty text box for Country]

Daytime Telephone Number:

() - [Empty text box]

Evening Telephone Number:

() - [Empty text box]

Email Address:

[Empty text box for Email Address]

(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the website at www.MaximSecuritiesSettlement.com or you may e-mail the Claims Administrator at eClaim@gardencitygroup.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at eClaim@gardencitygroup.com to inquire about your file and confirm it was received and acceptable.

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions in Maxim common stock) during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.


PART II-TRANSACTIONS IN MAXIM COMMON STOCK

- A. INITIAL COMMON STOCK HOLDINGS:** State the number of shares of Maxim common stock the Claimant owned at the close of trading on **April 28, 2003**:
(Must be documented. If none, write "0" or zero):
- B. COMMON STOCK PURCHASES:** List all purchases of Maxim common stock made between **April 29, 2003**, and **January 17, 2008**, inclusive. (NOTE: If you acquired your Maxim common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page). (Must be documented):

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding commissions, transfer taxes or other fees)
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.

- C. COMMON STOCK SALES:** List all sales of Maxim common stock made between **April 29, 2003**, through **January 17, 2008**, inclusive. (Must be documented):

Trade Date(s) (List Chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding commissions, transfer taxes or other fees)
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.

- D. UNSOLD COMMON STOCK HOLDINGS AT THE CLOSE OF BUSINESS ON JANUARY 17, 2008:** State the number of shares of Maxim common stock the Claimant owned at the close of trading on **January 17, 2008**. (Must be documented. If none, write "0" or zero):

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS
PLEASE PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED**



PART III - RELEASE OF CLAIMS AND SIGNATURE

DEFINITIONS

“Effective Date,” as defined in the Stipulation of Settlement, dated as of June 18, 2010 (the “Stipulation”), means the date on which all of the following shall have occurred: (i) Maxim no longer has any right under a Supplemental Agreement to terminate the Settlement, or if Maxim does have such right, it has given written notice to Lead Counsel that it will not exercise such right; (ii) the Court has entered the Preliminary Approval Order; (iii) the Court has approved the Settlement, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; (iv) the Court has approved the Settlement and entered the Judgment; and (v) the Judgment has become Final.

“Judgment” means an order of judgment and dismissal approving the Settlement to be rendered by the Court.

“Defendants” means Maxim and the Estate of John F. Gifford, Carl W. Jasper and Timothy Ruehle (collectively, the “Individual Defendants”).

“Related Parties” means, as to Maxim and the Individual Defendants, their respective past or present heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, managing members, attorneys, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons or entities.

“Released Parties” means Maxim and the Individual Defendants, and their Related Parties.

“Settled Claims” means any and all claims, rights, causes of action, liabilities or any other matters, whether known or Unknown, foreseen or unforeseen, whether arising under federal, state, common or foreign law, that (a) Lead Plaintiffs or any other member of the Class asserted in the Action or could have asserted in any forum, that arise out of, are based upon or relate in any way to the allegations, transactions, facts, matters or occurrences, disclosures, representations or omissions involved, set forth or referred to in the Action; or (b) relate in any way to any violation of state, federal or any foreign jurisdiction’s securities or other laws, any misstatement, omission or disclosure (including in financial statements), any breach of duty, any negligence or fraud, or any other alleged wrongdoing or misconduct by the Released Parties relating in any way to the purchase or other acquisition of shares of Maxim common stock by members of the Class during the Class Period. Notwithstanding the foregoing, “Settled Claims” does not include claims relating to the enforcement of the Settlement or claims belonging to Maxim against the Individual Defendants, including, but not limited to, claims belonging to Maxim against the Individual Defendants for contribution.

“Released Parties’ Claims” means any and all claims, rights, causes of action, liabilities or any other matters, whether known or Unknown, foreseen or unforeseen, whether arising under federal, state, common or foreign law, that have been or could have been asserted in the Action or any forum by Maxim, its agents or attorneys, or its current or former officers, directors or employees (other than Gifford, Jasper and Ruehle) against Lead Plaintiffs, Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution or settlement of the Action (except for claims to enforce the Settlement).

“Class” means all persons and entities who purchased the common stock of Maxim between April 29, 2003, through January 17, 2008, inclusive, and who were damaged thereby. Excluded from the Class are Defendants Maxim, Gifford, Jasper and Ruehle; the officers and directors of the Company, at all relevant times; members of the immediate families of any Defendant and/or officer or director and their legal representatives, heirs, successors or assigns and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are any persons who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.

“Unknown Claims” means any and all Settled Claims that any Lead Plaintiff and/or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any Released Parties’ Claims that the Company, its agents or attorneys, or its current or former officers, directors or employees (other than Gifford, Jasper and Ruehle) does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its settlement with and release of the Released Parties (or Lead Plaintiffs, as appropriate), or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Class. With respect to any and all Settled Claims and Released Parties’ Claims, the parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and the Company, its agents or attorneys, and its current or former officers, directors or



PART III - RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)

employees (other than Gifford, Jasper and Ruehle) shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542, and any law of any state or territory of the United States, or principle of common law, or the law of any foreign jurisdiction, that is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but each Lead Plaintiff shall expressly – and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have – fully, finally and forever settled and released any and all Settled Claims, known or Unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs and Maxim acknowledge, and Class Members by law and operation of the Judgment shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Released Parties’ Claims was separately bargained for and was a material element of the Settlement.

THE RELEASE

I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all Settled Claims (including Unknown Claims) against each and all of the Released Parties, whether or not a Proof of Claim Form is executed and delivered by, or on behalf of, such Class Member.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim Form, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

I (We) submit this Proof of Claim Form under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (We) am (are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or acquisitions of Maxim common stock during the Class Period and know of no other person having done so on my (our) behalf.

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish and discharge all Settled Claims (including Unknown Claims) against each and all the “Released Parties” as defined above,

1. that the Claimant(s) is a (are) Class Member(s), as defined herein and in the Notice;
2. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in Maxim common stock;
3. that I (we) own(ed) the Maxim common stock identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that Claimant(s) may be eligible to receive a distribution from the Net Settlement Fund;
5. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties, the Claims Administrator or the Court may require;
6. that I (we) waive trial by jury, to the extent it exists, and agree to the Court’s summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim;



PART III - RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)

7. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof;
8. that I (we) have included information about all of my (our) transactions in Maxim common stock which occurred during the Class Period; and
9. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

***If Claimant is other than an individual, or is not the person completing this form,
the following also must be provided:***

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)

REMINDER CHECKLIST

1. Please sign the Certification Section of the Proof of Claim Form and Release.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents. For an overview of what constitutes adequate supporting documentation, please visit www.gardencitygroup.com/pages/cases/filing-tips.php.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim Form and Release and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim Form and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 1 (800) 951-2103.
7. If you move, please send your new address to:

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8. **Do not use highlighter on the Proof of Claim Form and Release or supporting documentation.**

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NOVEMBER 24, 2010 AND MUST BE MAILED TO:**

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**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**