UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported) June 12, 2013

ANADIGICS, Inc.
(Exact Name of Registrant as Specified in Charter)

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<tr>
<th>Delaware</th>
<th>0-25662</th>
<th>22-2582106</th>
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<tr>
<td>(State or Other Jurisdiction of Incorporation)</td>
<td>(Commission File Number)</td>
<td>(IRS Employer Identification No.)</td>
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141 Mt. Bethel Road
Warren, New Jersey,
(Address of Principal Executive Offices)

07059
(Zip Code)

(908) 668-5000
(Registrant’s telephone number, including area code)

(Form 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))
Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(c) On June 12, 2013, ANADIGICS, Inc. (the “Company”), appointed David Cresci, age 37, to serve as President. Mr. Cresci had previously been serving as Vice President of WiFi Products since August 2012. Prior to this role, he served as Vice President of RF Product Integration at the Company. Mr. Cresci joined the Company in April 2003 as Senior Manager of WiFi Product Marketing, responsible for driving the company’s WiFi business through reference design partnerships and design wins at top-tier OEMs. Prior to joining the Company, Mr. Cresci was Co-Founder and Senior Sales Engineer at RF Solutions, where he helped to build the company into a leading power amplifier provider for the WiFi market.

Mr. Cresci and the Company entered into an employment agreement, effective January 14, 2013, for a term expiring on December 31, 2015 (the “Stated Termination Date”), which term shall automatically be extended on an annual basis on the Stated Termination Date and on each anniversary of the Stated Termination Date (“Anniversary Termination Date”) provided that neither Mr. Cresci nor the Company notifies the other party in writing prior to the September 30 preceding such Stated Termination Date or Anniversary Termination Date that such party elects not to extend the agreement.

Under the terms of the agreement, if within twelve months following a “Change in Control”, the Company terminates Mr. Cresci without “Cause” or Mr. Cresci voluntarily resigns from the Company due to a material reduction in responsibilities and duties associated with his position, or a material reduction in compensation (base salary, plus target bonus opportunity without the prior express written consent of Mr. Cresci), he will be entitled to (A) an amount equal to (x) twelve months of base salary and payment of the annual bonus at 100% of target and (y) payment of the semi-annual bonus for the period during which termination occurs (at 100% of target) prorated for the number of complete months worked in that period, (B) subject to timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), COBRA continuation coverage premiums for up to a maximum of twelve months, (C) executive outplacement services for up to six months and (D) immediate vesting of all stock options, shares of restricted stock and restricted stock units granted under any stock or stock option plan of the Company, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based) and not vested as of such termination date.

If Mr. Cresci’s employment is terminated without Cause at any time prior to the Stated Termination Date or Anniversary Termination Date, absent the occurrence of a Change in Control or more than twelve months following a Change in Control, he will be entitled to (A) an amount equal to (x) twelve months of base salary and (y) payment of the semi-annual bonus for the period during which termination occurs (at 100% of target) prorated for the number of complete months worked in that period, (B) subject to timely election of continuation coverage under COBRA, COBRA continuation coverage premiums for up to a maximum of twelve months, (C) executive outplacement services for up to six months, and (D) the continued vesting of all stock options, restricted stock and restricted stock units previously granted which have not vested as of the termination date but would have vested within twelve months of such date, on the original scheduled vesting dates, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based).

If Mr. Cresci’s employment terminates on the Stated Termination Date or any Anniversary Termination Date, he will be entitled to (A) an amount equal to twelve months of base salary, (B) the annual short-term bonus for the calendar year in which the Agreement expires, to the extent earned and not yet paid, and (C) the continued vesting of all stock options, restricted stock and restricted stock units previously granted which have not vested as of such termination date but would have vested within twelve months of such date, on the original scheduled vesting dates, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based).

Mr. Cresci’s employment agreement is attached hereto as Exhibit 10.1 and is incorporated by reference herein, and the above description is qualified in its entirety by reference to such exhibit.
On June 12, 2013, the Company appointed John van Saders, age 54, to serve as Executive Vice President and Chief Operations Officer. Mr. van Saders had previously been serving as the Senior Vice President - RF Products since March 2011. Prior to this position, he served as the Vice President of Advanced Development and had served the Company in that capacity since re-joining the Company in 2007. Beginning in 2001, he served as the Vice President of Engineering and Manufacturing for ASIP, an optoelectronics startup which later merged with T-Networks. His responsibilities included product and business development, InP wafer fab construction and operation, process development, reliability, and establishing all manufacturing operations. He originally joined ANADIGICS in 1990 as a design engineer, serving in several management and executive product development positions.

Mr. van Sader’s employment agreement was previously described in a Form 8-K/A filed with the Securities and Exchange Commission on April 19, 2011 by the Company. The employment agreement was filed as Exhibit 10.3 to such Form 8-K/A.

On June 12, 2013, the Company appointed Jerry Miller, age 50, to serve as Senior Vice President, Cellular Products. Mr. Miller had previously been serving as Vice President of Wireless Mobile Products since August 2012. Prior to this role, Mr. Miller served as Vice President of Business Development at the Company. He originally joined the Company in 1992 as a Sales Manager responsible for major wireless OEMs, including Ericsson, Nokia and Qualcomm. Prior to joining the Company, he began his career as a RF design engineer at Lockheed Missiles & Space Corporation and Synchronous Communications, developing microwave receiver and fiber optic TV transmission products. From 1996 until 2001, Mr. Miller had held various Senior Manager positions at Lucent Microelectronics (Agere Systems), where his responsibilities included Wireless Product Marketing and New Business Initiatives. Mr. Miller returned to the Company in 2001 as Senior Product Line Director, WCDMA and CDMA products, and became instrumental in defining the HELP™ PA product family that revolutionized the Wireless industry.

Mr. Miller and the Company entered into an employment agreement, effective April 3, 2012, for a term expiring on December 31, 2013 (the “Stated Termination Date”), which term shall automatically be extended on an annual basis on the Stated Termination Date and on each anniversary of the Stated Termination Date (“Anniversary Termination Date”) provided that neither Mr. Miller nor the Company notifies the other party in writing prior to the September 30 preceding such Stated Termination Date or Anniversary Termination Date that such party elects not to extend the agreement.

Under the terms of the agreement, if within twelve months following a “Change in Control”, the Company terminates Mr. Miller without “Cause” or Mr. Miller voluntarily resigns from the Company due to a material reduction in responsibilities and duties associated with his position, or a material reduction in compensation (base salary, plus target bonus opportunity without the prior express written consent of Mr. Miller), he will be entitled to (A) an amount equal to (x) twelve months of base salary and payment of the annual bonus at 100% of target and (y) payment of the semi-annual bonus for the period during which termination occurs (at 100% of target) prorated for the number of complete months worked in that period, (B) subject to timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), COBRA continuation coverage premiums for up to a maximum of twelve months, (C) executive outplacement services for up to six months and (D) immediate vesting of all stock options, shares of restricted stock and restricted stock units granted under any stock or stock option plan of the Company, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based) and not vested as of such termination date.

If Mr. Miller’s employment is terminated without Cause at any time prior to the Stated Termination Date or Anniversary Termination Date, absent the occurrence of a Change in Control or more than twelve months following a Change in Control, he will be entitled to (A) an amount equal to (x) twelve months of base salary and (y) payment of the semi-annual bonus for the period during which termination occurs (at 100% of target) prorated for the number of complete months worked in that period, (B) subject to timely election of continuation coverage under COBRA, COBRA continuation coverage premiums for up to a maximum of twelve months, (C) executive outplacement services for up to six months, and (D) the continued vesting of all stock options, restricted stock and restricted stock units previously granted which have not vested as of the termination date but would have vested within twelve months of such date, on the original scheduled vesting dates, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based).
If Mr. Miller’s employment terminates on the Stated Termination Date or any Anniversary Termination Date, he will be entitled to (A) an amount equal to twelve months of base salary, (B) the annual short-term bonus for the calendar year in which the Agreement expires, to the extent earned and not yet paid, and (C) the continued vesting of all stock options, restricted stock and restricted stock units previously granted which have not vested as of such termination date but would have vested within twelve months of such date, on the original scheduled vesting dates, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based).

Mr. Miller’s employment agreement is attached hereto as Exhibit 10.2 and is incorporated by reference herein, and the above description is qualified in its entirety by reference to such exhibit.

A copy of the Company’s press release announcing Mr. Cresci’s and Mr. van Saders’ appointments is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

(a) On June 12, 2013, the Board of Directors of ANADIGICS, Inc. adopted a resolution amending and restating the Company’s By-Laws, effective June 12, 2013. The revisions to the By-Laws include: (i) the establishment of officer positions for both the Chief Executive Officer and President of the Company, (ii) the inclusion of references to a Lead Independent Director and (iii) the inclusion of provisions permitting notice to directors by electronic transmission. A copy of the amended and restated By-Laws is attached hereto as Exhibit 3.1.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<table>
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<th>Exhibit No.</th>
<th>Description</th>
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<td>3.1</td>
<td>Amended and Restated By-Laws of Anadigics, Inc., amended as of June 12, 2013.</td>
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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 hereunto duly authorized.

Dated: June 12, 2013

ANADIGICS, INC.

By: Ronald Michels
EXHIBIT 3.1

AMENDED AND RESTATED
BY-LAWS
ANADIGICS, INC.

ARTICLE I.

OFFICES

SECTION 1. The registered office of ANADIGICS, Inc., a Delaware corporation (the “Corporation”), shall be located in Wilmington, Delaware.

SECTION 2. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE II.

MEETINGS OF STOCKHOLDERS

SECTION 1. The annual meeting of the stockholders of the Corporation shall be held at such place, within or without the State of Delaware, at such time and on such day of each year, as may be determined by the Board of Directors and as such shall be designated in the notice of said meeting, for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting. If for any reason the annual meeting shall not be held during the period designated herein, the Board of Directors shall cause the annual meeting to be held as soon thereafter as may be convenient.

SECTION 2. Special meetings of the stockholders of the Corporation for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be held at any place, within or without the State of Delaware, and may only be called by resolution of the Board of Directors.

SECTION 3. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any other change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more then 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. If the Board shall not fix such a record date, (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business at the day next preceding the day on which the meeting is held, and (ii) in any case involving the determination of stockholders for any purpose other than notice of or voting at a meeting of stockholders, the record date for determining stockholders for such purpose shall be the close of business on the day on which the Board of Directors shall adopt the resolution relating thereto. Determination of stockholders entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of such meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 4. The holders of a majority of the shares of capital stock issued and outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum at all meetings of the stockholders of the Corporation for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. If a quorum is present or represented, the affirmative vote of a majority of the shares of capital stock present or represented at the meeting shall be the act of the stockholders of the Corporation unless the vote of a greater number of shares of stock is required by law or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders of the Corporation, the stockholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 5. The Board of Directors of the Corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of the chairman, are necessary, appropriate or convenient for the proper conduct of the meeting including, without
limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at
the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of
the Corporation and their duly authorized and constituted proxies, and such other persons as the chairman shall
permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the
time allotted to questions or comments by participants and regulation of the opening and closing of the polls for
balloting and matters which are to be voted on by ballot. Unless, and to the extent determined by the Board of
Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance
with rules of parliamentary procedure.

SECTION 6. In order to properly submit any business to an annual meeting of stockholders, a
stockholder must give timely notice in writing to the secretary of the Corporation. To be considered timely, a
stockholder’s notice must be delivered either in person or by United States certified mail, postage prepaid, and
received at the principal executive offices of the Corporation (a) not less than 90 days nor more than 120 days before
the first anniversary date of the Corporation’s proxy statement in connection with the last annual meeting of
stockholders or (b) if no annual meeting was held in the previous year or the date of the applicable annual meeting
has been changed by more than 30 days from the date contemplated at the time of the previous year’s proxy
statement, not less than a reasonable time, as determined by the Board of Directors, prior to the date of the
applicable meeting. Nomination of persons for election to the Board of Directors may be made by the Board of
Directors or any committee designated by the Board of Directors or by any stockholder entitled to vote for the
election of directors at the applicable meeting of stockholders. However, nominations other than those made by the
Board of Directors or its designated committee must comply with the procedures set forth in this Section 6, and no
person shall be eligible for election as a director unless nominated in accordance with the terms of this Section 6. A
stockholder may nominate a person or persons for election to the Board of Directors by giving written notice to the
secretary of the Corporation in accordance with the procedures set forth above. The secretary of the Corporation
shall deliver any stockholder proposals and nominations received in a timely manner for review by the Board of
Directors or a committee designated by the Board of Directors. A stockholder’s notice to submit business to an
annual meeting of stockholders shall set forth (i) the name and address of the stockholder, (ii) the class and number
of shares of stock beneficially owned by such stockholder, (iii) the name in which such shares are registered on the
stock transfer books of the Corporation, (iv) a representation that the stockholder intends to appear at the meeting in
person or by proxy to submit the business specified in such notice, (v) any material interest of the stockholder in the
business to be submitted and (vi) a brief description of the business desired to be submitted to the annual meeting,
including the complete text of any resolutions to be presented at the annual meeting and the reasons for conducting
such business at the annual meeting. In addition, the stockholder making such proposal shall promptly provide any
other information reasonably requested by the Corporation. In addition to the information required above to be given
by a stockholder who intends to submit business to an annual meeting of stockholders, if the business to be
submitted is the nomination of a person or persons for election to the Board of Directors then such stockholder’s
notice must also set forth, as to each person whom the stockholder proposes to nominate for election as a director,
(a) the name, age, business address and, if known, residence address of such person, (b) the principal occupation or
employment of such person, (c) the class and number of shares of stock of the Corporation which are beneficially
owned by such person, (d) any other information relating to such person that is required to be disclosed in
solicitations of proxies for election of directors or is otherwise required by the rules and regulations of the Securities
and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange
Act”), (e) the written consent of such person to be named in the proxy statement as a nominee and to serve as a
director if elected and (f) a description of all arrangements or understandings between such stockholder and each
nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or
nominations are to be made by such stockholder. Any person nominated for election as director by the Board of
Directors or any committee designated by the Board of Directors shall, upon the request of the Board of Directors or
such committee, furnish to the secretary of the Corporation all such information pertaining to such person that is
required to be set forth in a stockholder’s notice of nomination. Notwithstanding the foregoing provisions of this
Section 6, a stockholder who seeks to have any proposal included in the Corporation’s proxy statement shall comply
with the requirements of Regulation 14A under the Exchange Act.

SECTION 7. Only such business shall be conducted at a special meeting of stockholders as shall
have been brought before the meeting pursuant to the Corporation’s notice of meeting. Nominations of persons for
election to the Board of Directors at a special meeting of stockholders at which directors are to be elected pursuant
to the Corporation’s notice of meeting may be made only (i) by the Board of Directors or a committee designated by
the Board of Directors, or (ii) provided that the Board of Directors has determined that directors shall be elected at
such meeting, by any stockholder of the Corporation who was a stockholder of record at the time of the giving of
notice of such meeting and who shall be entitled to vote at the meeting and who complies with the provisions set forth in this Section 7. Any stockholder proposing to nominate a director at such special meeting must give notice thereof containing the information required by Section 6 hereof in case of a nomination to be made by a stockholder at an annual meeting of stockholders to the secretary of the Corporation not more than 120 days prior to such special meeting and not later than the later of 90 days prior to such special meeting or the 10th day following the day on which public announcement (by means of a press release reported by Bloomberg, the Dow Jones News Service, Associated Press or comparable national news service, or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to the Exchange Act) is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting.

SECTION 8. The Board of Directors, in advance of any meeting of the stockholders may appoint one or more inspectors to act at the meeting. If inspectors are not so appointed, the person presiding at the meeting may appoint one or more inspectors. If any person so appointed fails to appear or act, the vacancy may be filled by appointment made by the Board of Directors in advance of the meeting or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at the meeting with strict impartiality and according to the best of such person’s ability. The inspectors so appointed, if any, shall determine the number of shares outstanding, the shares represented at the meeting, the existence of a quorum and the authenticity, validity and effect of proxies and shall receive votes, ballots, waivers, releases or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots, waivers, releases or consents, determine and announce the results and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.

SECTION 9. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation and may not be affected by a consent in writing in lieu of a meeting of such stockholders.

ARTICLE III.

DIRECTORS

SECTION 1. The business and affairs of the Company shall be managed by or under the direction of a Board of Directors consisting of such number of directors as is determined from time to time by resolution adopted by the affirmative vote of a majority of the entire Board of Directors; provided, however, that in no event shall the number of directors be less than three nor more than twelve. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third (1/3) of the total number of directors constituting the entire Board of Directors. The initial classes shall be elected as follows: Class I directors shall be elected for a one-year term, Class II directors for a two-year term and Class III directors for a three-year term. At each succeeding annual meeting of the stockholders of the Corporation, successors to the class of directors whose term expires at that annual meeting shall be elected for three-year terms. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors shorten the term of any incumbent director. A director shall hold office until the annual meeting for the year in which his or her term expires and until his or her successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Directors need not be stockholders of the Corporation.

SECTION 2. Except as otherwise required by law, any vacancy on the Board of Directors that results from an increase in the number of directors and any other vacancy occurring in the Board of Directors shall be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of his or her predecessor. A vacancy created by the removal of a director by the stockholders of the Corporation may be filled by the stockholders.

SECTION 3. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be announced at the annual meeting of the stockholders of the Corporation and no other notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a
quorum shall be present, or, in the event such meeting is not held at the time and place so fixed by the stockholders of the Corporation, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

SECTION 4. Regular meetings of the Board of Directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the Board of Directors.

SECTION 5. Special meetings of the Board of Directors may be called by the Chief Executive Officer or the Chairman of the Board or the Lead Independent Director (if there is a Lead Independent Director) on two days’ notice to each director, either personally or by mail or by electronic mail, facsimile, telegram or telex; special meetings shall be called by the Chief Executive Officer or Secretary in like manner and on like notice on the written request of two directors.

SECTION 6. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 7. At all meetings of the Board of Directors, a majority of the total number of directors then constituting the whole board but in no event less than two directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 8. Unless otherwise restricted by the Certificate of Incorporation or by these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee thereof. Meetings by telephone conference of the Board of Directors or of any committee thereof shall be valid meetings for the purpose of taking any action which would otherwise be taken at a regularly convened meeting; provided, that actions taken during a telephonic conference shall be valid only if it is established that each member of the meeting convened by telephonic conference is able to hear each other member.

SECTION 9. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. A quorum of a committee shall consist of a majority of its members unless otherwise provided by resolution of the Board of Directors. The majority vote of a quorum shall be required for the transaction of business. Each such committee shall keep a record of its proceedings and all actions of each such committee shall be reported to the Board of Directors at the meeting thereof next succeeding the taking of such action.

SECTION 10. The Chairman of the Board of Directors shall be chosen by the Board of Directors from among the directors and shall preside at all meetings of stockholders of the Corporation and the Board of Directors and shall have such other powers and duties as may from time to time be assigned to him by the Board of Directors.

SECTION 11. The Lead Independent Director (if there is a Lead Independent Director) shall be chosen from among the independent directors by the Board of Directors, and shall (i) preside at all meetings of the Board of Directors at which the Chairman is not present, (ii) call and chair meetings of the independent directors, (iii) provide advice with respect to the selection of committee chairs and members; and (iv) perform such other duties as the Board of Directors may from time to time delegate to assist the Board of Directors in the fulfillment of its responsibilities.

SECTION 12. For their services as directors or as members of committees, non-employee directors shall be entitled to and shall receive such compensation, reimbursement of expenses, attendance fees and other allowances as determined by resolution of the Board of Directors.
ARTICLE IV.

NOTICES

SECTION 1. Whenever, under the provisions of statute or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by electronic mail, facsimile, telegram, telex or delivered to such director personally.

SECTION 2. Whenever any notice is required to be given under the provisions of statute or of the Certificate of Incorporation or of these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE V.

OFFICERS

SECTION 1. The officers of the Corporation shall be chosen by the Board of Directors and shall be a chief executive officer, president, one or more vice-presidents, a secretary and a treasurer. The Board of Directors may also choose one or more assistant secretaries and assistant treasurers and such subordinate officers as may, from time to time, be deemed desirable. Two or more offices may be held by the same person except the offices of chief executive officer or president and secretary or the offices of chief executive officer or president and vice-president.

SECTION 2. The Board of Directors shall appoint officers of the Corporation at its first meeting after each annual meeting of the stockholders of the Corporation.

SECTION 3. The Board of Directors may appoint such other officers and agents as it shall deem necessary and such officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 4. The officers of the Corporation shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

CHIEF EXECUTIVE OFFICER

SECTION 5. The chief executive officer shall have general and active management of the business of the Corporation, subject to the direction of the Board of Directors, and shall see that all orders and resolutions of the Board of Directors and committees thereof are carried into effect, and shall perform all duties incident to the office of a chief executive officer of a corporation, and such other duties as from time to time may be assigned by the Board of Directors.

PRESIDENT

SECTION 6. The president shall perform such duties as may be assigned to the president from time to time by the Board of Directors or the Chief Executive Officer.

VICE-PRESIDENTS

SECTION 7. Any vice-presidents elected shall have such duties as the Board of Directors or chief executive officer may from time to time prescribe, and shall, except as the Board of Directors may otherwise direct, perform such duties under the general supervision of the chief executive officer and president.

SECRETARY

SECTION 8. The secretary shall take minutes of the proceedings of the stockholders and the Board of Directors and record the same in a suitable book for preservation. The secretary shall give notice of all regular and duly called special meetings of the stockholders of the Corporation and the Board of Directors. The secretary shall have charge of and keep the seal of the Corporation, and shall affix the seal, attested by his signature, to such instruments as may require the same. Unless the Board of Directors shall have appointed a transfer agent, the secretary shall have charge of the certificate books, transfer books and stock ledgers, and shall prepare voting lists prior to all meetings of the stockholders of the Corporation. The secretary shall have charge of such other books and
papers as the Board of Directors may direct and shall perform such other duties as may be prescribed from time to
time by the Board of Directors, the chief executive officer or the president.

ASSISTANT SECRETARY

SECTION 9. The assistant secretary, if there shall be one, or, if there shall be more than one, the
assistant secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the
secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have
such other powers as the Board of Directors or the officer to whom such assistant secretary reports may from time to
time prescribe.

TREASURER

SECTION 10. The treasurer shall have custody of the funds, securities and other assets of the
Corporation. The treasurer shall keep a full and accurate record of all receipts and disbursements of the Corporation,
and shall deposit or cause to be deposited in the name of the Corporation all monies or other valuable effects in such
banks, trust companies or other depositories as may from time to time be selected by the Board of Directors. The
treasurer shall have power to make and endorse notes and pay out monies on check without countersignature and
shall perform such other duties as may be prescribed by the Board of Directors or the chief executive officer.

ASSISTANT TREASURER

SECTION 11. The assistant treasurer, if there shall be one, or, if there shall be more than one, the
assistant treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the
treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have
such other powers as the Board of Directors or the officer to whom such assistant treasurer reports may from time to
time prescribe.

ARTICLE VI.

CERTIFICATES FOR SHARES

LOST CERTIFICATES

SECTION 1. Notwithstanding the adoption of a resolution by the Board of Directors of the
Corporation permitting shares to be uncertificated, the Board of Directors may direct a new certificate to be issued in
place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or
destroyed. When
authorizing such issue of a new certificate, the Board of Directors, in its discretion and as a condition precedent to
the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such
indemnities as it deems adequate, to protect the Corporation from any claim that may be made against it with respect
to any such certificate alleged to have been lost, stolen or destroyed.

TRANSFER OF SHARES

SECTION 2. In the case of certificated shares of stock, upon surrender to the Corporation or the
transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper
evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled
thereto, and the old certificate cancelled and the transaction recorded upon the books of the Corporation. In the case
of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares
or by such person’s attorney lawfully constituted in writing and upon compliance with appropriate procedures for
transferring shares in uncertificated form, the transaction shall be recorded upon the books of the Corporation.

REGISTERED STOCKHOLDERS

SECTION 3. The Corporation shall be entitled to recognize the exclusive right of a person
registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for
calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize
any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it
shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

SIGNING AUTHORITY

SECTION 4. All contracts, agreements, assignments, transfers, deeds, stock powers or other
instruments of the Corporation may be executed and delivered by the chief executive officer, president or any vice-
president or by such other officer or officers, or agent or agents, of the Corporation as shall be thereunto authorized
from time to time either by the Board of Directors or by power of attorney executed by any person pursuant to
authority granted by the Board of Directors; and the secretary or any assistant secretary or the treasurer or any
assistant treasurer may affix the seal of the Corporation thereto and attest same.

ARTICLE VII.
GENERAL PROVISIONS

CHECKS

SECTION 1. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

FISCAL YEAR

SECTION 2. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

SEAL

SECTION 3. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

INDEMNIFICATION

SECTION 4. The Corporation shall indemnify its officers, directors, employees and agents to the fullest extent permitted by the General Corporation Law of Delaware, as the same exists or may be hereafter amended (but, in the case of any amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment).

AMENDMENTS

SECTION 1. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted (a) at any regular or special meeting of the stockholders of the Corporation by the affirmative vote of 80% of the outstanding capital stock entitled to vote at such meeting, provided that notice of the proposed alteration, amendment or repeal be contained in the notice of such meeting, or (b) by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the board. The stockholders of the Corporation shall have authority to change or repeal any By-Laws adopted by the Board of Directors.

Effective: June 12, 2013.

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Dear Dave,

This agreement (the “Agreement”) is made and entered into effective as of the date hereof, by and between ANADIGICS, Inc., a Delaware corporation (the “Corporation”) and Dave Cresci, an executive employee of the Corporation.

In order for the Corporation to attract and retain as executives and officers the most capable persons available, the Corporation and you hereby agree as follows:

1. The term of your employment under this Agreement shall commence on January 14, 2013 and terminate on December 31, 2015 (the “Stated Termination Date”). Employment with the Corporation is at-will and may be terminated at any time with or without cause or notice by you or the Corporation. This Agreement shall automatically be extended on an annual basis on the Stated Termination Date and on each anniversary of the Stated Termination Date (“Anniversary Termination Date”) provided that neither you nor the Corporation notified the other party in writing prior to the September 30 preceding the Stated Termination Date, or subsequent Anniversary Termination Date, that such party elects not to extend the Agreement. No person is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the Chief Executive Officer of the Corporation.

2. In addition to the provisions set forth in this document, your employment will be governed by the policies and procedures outlined in the Employee Handbook, as amended from time to time.

3. (a) In the event of a “Change in Control” (as defined in Annex A hereto) which results, within twelve months following the Change in Control, in either the involuntary termination without Cause of your employment with the Corporation or your voluntary resignation from the Corporation due to a material reduction in responsibilities and duties associated with your position, or a material reduction in your base salary plus target bonus opportunity without your prior express written consent, the Corporation agrees that following such termination you shall receive; subject to the notice requirement and the Corporation’s cure right set forth below: (i) an amount equal to (x) twelve months of base salary and payment of the annual bonus at 100% of target (payable in equal bi-weekly installments); and (y) payment of the semi-annual bonus for the period during which termination occurs (at 100% of target) prorated for the number of complete months worked in that period (paid at the Corporation’s regular scheduled semi-annual bonus payment dates); provided that no such payments under this clause (i) shall be made prior to the 60th day following the date of termination under this Agreement; (ii) subject to your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Corporation will pay the COBRA continuation coverage premiums for you and your covered dependents as in effect at your termination until the first to occur of one year from the date of termination of employment under this Agreement or the commencement of employment at another employer offering medical and dental benefits; (iii) executive outplacement services for up to six months; and (iv) immediate vesting of all stock options, shares of restricted stock, and restricted stock units previously or hereafter granted under any stock or stock option plan of the Corporation, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based) and not vested as of such date; any such options shall continue to be exercisable for twelve (12) months following the date of termination of employment under this Section 3(a), but not beyond the original term of such options. It shall be a condition precedent to your right to voluntarily terminate your employment pursuant to this Section 3(a) that you shall first have given the Corporation written notice that an event or condition set forth herein has occurred within ninety (90) days after such occurrence, and any failure to give such written notice within such period will result in a waiver by you of your right to terminate as a result of such event or condition. If a period of thirty (30) days from the giving of such written notice elapses without the Corporation having effectively cured or remedied such event or condition during such 30-day period, you will have the right to voluntarily resign from the Corporation, provided that the termination of your employment due to such event or condition must occur not later than six months following the event giving rise to your right to voluntarily terminate your employment and receive severance benefits.

(b) In the event your employment with the Corporation is terminated without “Cause” (as defined in paragraph (f) below) at any time by the Corporation prior to the Stated or Anniversary Termination Date, absent the occurrence of a Change in Control or more than twelve months following a Change in Control, the Corporation agrees that following such termination, you shall receive: (i) an amount equal to (x) twelve months of base salary...
(payable in equal bi-weekly installments); and (y) payment of the semi-annual bonus for the period during which termination occurs (at 100% of target) prorated for the number of complete months worked in that period (paid at the Corporation’s regular scheduled semi-annual bonus payment date); provided that no such payments under this clause (i) shall be made prior to the 60th day following the date of termination under this Agreement; (ii) subject to your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Corporation will pay the COBRA continuation coverage premiums for you and your covered dependents as in effect at your termination until the first to occur of one year from the date of termination of employment under this Agreement or the commencement of employment at another employer offering medical and dental benefits; (iii) executive outplacement services for up to six months; and (iv) the continued vesting of all stock options, restricted stock and restricted stock units previously granted to you which have not vested as of such date but would have vested within twelve (12) months of such date, on the original scheduled vesting dates, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based) and not vested as of such date; any such options shall continue to be exercisable for ninety (90) days following the vesting of such options, but not beyond the original term of such options.

(c) In the event you resign, other than under circumstances set forth in Section 3(a) above, or the Corporation terminates your employment hereunder for Cause (as defined in paragraph 3(f) below), you shall be entitled to (i) reimbursement for all out-of-pocket expenses that are reimbursable pursuant to the Corporation’s policies and that are incurred, but not yet paid as of the date of termination; and (ii) any base salary earned but not yet paid as of the date of termination to be paid in accordance with the Corporation’s regular payroll practice (as in effect at the time of termination). All stock options, restricted stock, or restricted stock units held by you that have not yet vested as of the date of such resignation or termination shall be cancelled. You may exercise your vested stock options within 90 days of the date of resignation or termination, but not beyond the original terms of such options.

(d) In the event of your death or a termination of your employment by the Corporation due to Disability (as defined in paragraph (f) below), you, your estate, or your legal representative, as the case may be, shall be entitled to (i) reimbursement for all out-of-pocket expenses that are reimbursable pursuant to the Corporation’s policies and that are incurred, but not yet paid as of the date of death or termination; (ii) any base salary earned but not yet paid as of the date of death or termination to be paid in accordance with the Corporation’s regular payroll practice (as in effect at the time of death or termination); (iii) any annual bonus for the year prior to the year of death or termination awarded and earned in accordance with the Corporation’s annual bonus program but not yet paid, to be paid at the time such annual bonus would otherwise be due pursuant to the Corporation’s policies; and (iv) any short- or long-term disability or death benefits provided under the Corporation’s plans. All stock options, restricted stock, or restricted stock units held by you that have not yet vested as of the date of such death or termination shall be treated pursuant to the terms of the respective grant agreements. You or your estate may exercise your vested stock options within 90 days of the date of such death or termination, but not beyond the original terms of such options.

(e) In the event your employment with the Corporation is terminated on the Stated Termination Date or any Anniversary Termination Date as a result of notification pursuant to Section 1 hereof from the Corporation, you shall be entitled to (i) twelve (12) months base salary (payable in equal bi-weekly installments), (ii) the annual short-term bonus for the calendar year in which the Agreement expires, to the extent earned and not yet paid, and (iii) the continued vesting of all stock options, restricted stock and restricted stock units previously granted to you which have not vested as of such date but would have vested within twelve (12) months of such date, on the original scheduled vesting dates, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based) and not vested as of such date; any such options shall continue to be exercisable for ninety (90) days following the vesting of such options, but not beyond the original term of such options; provided that no payments under clauses (i) and (ii) shall be made prior to the 60th day following the date of termination under this Agreement.

(f) For purposes of this Section 3:

“Cause” shall mean a determination by the Corporation that you have (i) been convicted of, or pled nolo contendere, to a criminal act for which the punishment under applicable law may be imprisonment; (ii) engaged in a failure or refusal to perform your obligations as an employee of the Corporation and such failure or refusal has continued during the 30 day period following your receipt of written notice from the Corporation of such failure or refusal; (iii) committed any act or omission constituting misconduct or gross negligence in the performance of your duties with the Corporation; (iv) committed any act of misappropriation or attempted misappropriation of funds, property or corporate opportunities of the Corporation; (v) materially breached any of your obligations under this Agreement and failed to take corrective action, if such breach is susceptible of correction, during the 30 day period
following your receipt of written notice from the Corporation of such breach; or (vi) violated the Corporation’s Code of Conduct.

“Disability” shall mean your complete and permanent inability by reason of medically determined physical or mental impairment (other than by reason of death) to perform the duties hereunder, as determined by the Corporation’s Compensation and Human Resources Committee upon such basis, including independent medical reports and data as the Committee deems appropriate.

“Change in Control” is defined in Annex A hereto.

(g) Payment of any compensation and benefits under Section 3 of this Agreement is contingent upon your execution (and nonrevocation) of the ANA DIGICS standard Separation and Release Agreement between the Corporation and you which shall be executed and delivered to the Corporation on or before the date that is 50 days following the date of termination of employment.

4. (a) During your employment with the Corporation, you may not perform any work for any company that competes with us in the manufacture and sales of RF integrated circuits in the wireless, cable and broadband, or fiber optics markets, whether directly or indirectly. This includes any business set up on your own or by you with others. You must disclose any intention to engage in any form of business activity outside your activities with the Corporation to the Chief Executive Officer, which must be approved in writing prior to commencement of those activities.

(b) For a period of twelve (12) months after termination of your employment with the Corporation, you agree not to hire, solicit to hire, or be involved in the solicitation of any employees of the Corporation or any of its affiliates.

(c) You further agree not to make any disparaging statements, or to give media interviews of any nature, about the Corporation, its affiliates or their current or former officers, directors and/or employees, or criticize their past decisions, policies or practices, to anyone, including but not limited to the Corporation’s customers, competitors, suppliers, employees, former employees or the press or other media, unless placed under legal compulsion to do so by a court or other governmental authority.

(d) During and after your employment with the Corporation you are required to protect the confidentiality of information you use or become party to. You may not disclose confidential information to any unauthorized third party. This includes but is not limited to information related to technology, intellectual property, strategic business plans, transformation initiatives, suppliers, and clients. Your dealings with suppliers and clients must always be managed in the best interest of the Corporation. Any confidential information you are a party to may only be used in the interest of the Corporation in the context of the Corporation’s legitimate relationships with suppliers, clients and any authorized third party. Such information must not be used for any other purpose, including personal gain. In addition, you are reminded of the restrictions and conditions of employment described in the Proprietary Information Agreement signed by you and on file in the Human Resources Department. Any breach of confidentiality will subject you to immediate termination.

(e) Failure to comply with the provisions of this Section 4 shall subject you to the immediate termination of any of your unexercised stock options.

5. The following additional benefits are provided to you as part of this Agreement:

(i) A confidential annual physical exam through one of the Corporation’s approved vendors. The physical exams are typically scheduled during your month of birth each year, and are at no cost to you.

(ii) Enrollment in the Executive Supplemental Healthcare Plan (currently Boston Mutual). The Plan covers many medical and dental out of pocket expenses that are not covered by our standard healthcare plans.

(iii) In order to provide for financial peace of mind, an allowance of up to $2,000 per year for financial planning.

(iv) Indemnification protection for any lawsuit brought against the Corporation as detailed in Article VII, Section 4 of the Corporation Bylaws.

6. The terms and conditions of this Agreement are to be private and confidential, and you agree not to disclose any of these terms and conditions to any person except your spouse, your attorney or your tax advisor, unless disclosure is necessary to carry out the terms of this Agreement, or to supply information to any taxing authority, or is otherwise required by law.

7. You agree that any dispute or claim with respect to any provision of this Agreement or your employment must be presented to the Chief Executive Officer within three (3) months of the occurrence.

8. This Agreement shall be governed by, and construed in accordance with, the laws of New Jersey, without reference to the principles of conflict of laws thereof.
9. The Corporation may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld therefrom pursuant to any applicable law or regulation.

10. This Agreement represents the complete agreement between you and the Corporation concerning the subject matter in this Agreement and supersedes all prior agreements or understandings, written or oral. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

11. Each of the sections contained in this Agreement shall be enforceable independently of every other section in this Agreement, and the invalidity or nonenforceability of any section shall not invalidate or render unenforceable any other section contained in this Agreement.

12. (a) It is intended that this Agreement will comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and any regulations and guidelines promulgated thereunder (collectively, “Section 409A”), to the extent the Agreement is subject thereto, and the Agreement shall be interpreted on a basis consistent with such intent. If an amendment of the Agreement is necessary in order for it to comply with Section 409A, the parties hereto will negotiate in good faith to amend the Agreement in a manner that preserves the original intent of the parties to the extent reasonably possible. No action or failure to act pursuant to this Section 8 shall subject the Corporation to any claim, liability, or expense, and the Corporation shall not have any obligation to indemnify or otherwise protect you from the obligation to pay any taxes, interest or penalties pursuant to Section 409A.

(b) Notwithstanding any provision to the contrary in this Agreement, if you are deemed on the date of your “separation from service” (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Corporation to be a “specified employee” (within the meaning of Treas. Reg. Section 1.409A-1(i)), then with regard to any payment or benefit that is considered deferred compensation under Section 409A payable on account of a “separation from service” that is required to be delayed pursuant to Section 409A(a)(2)(B) of the Code (after taking into account any applicable exceptions to such requirement), such payment or benefit shall be made or provided on the date that is the earlier of (i) the expiration of the six (6)-month period measured from the date of your “separation from service,” or (ii) the date of your death (the “Delay Period”). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 8 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed you in a lump sum and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Notwithstanding any provision of this Agreement to the contrary, for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment, references to your “termination of employment” (and corollary terms) with the Corporation shall be construed to refer to your “separation from service” (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Corporation.

(c) With respect to any reimbursement or in-kind benefit arrangements of the Corporation and its subsidiaries that constitute deferred compensation for purposes of Section 409A, except as otherwise permitted by Section 409A, the following conditions shall be applicable: (i) the amount eligible for reimbursement, or in-kind benefits provided, under any such arrangement in one calendar year may not affect the amount eligible for reimbursement, or in-kind benefits to be provided, under such arrangement in any other calendar year (except that the health and dental plans may impose a limit on the amount that may be reimbursed or paid), (ii) any reimbursement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days after termination of employment”), the actual date of payment within the specified period shall be within the sole discretion of the Corporation. Whenever payments under this Agreement are to be made in installments, each such installment shall be deemed to be a separate payment for purposes of Section 409A.

Signatures:
ANADIGICS, Inc.
By: ________________________________
Name: Ron Michels
Title: Chief Executive Officer
Date: ________________________________

Dave Cresci
Vice President, WiFi Products
Date ________________________________
ANNEX A

Change In Control

Change in Control. A Change in Control of the Corporation shall be deemed to have occurred if (i) any “Person” as such term is defined in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, (other than the Corporation, any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation, or any corporation owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of stock of the Corporation), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing more than 50% of the combined voting power of the Corporation’s then outstanding securities, (ii) during any 12-month period (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constituted the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Corporation to effect a transaction described in subclauses (i), (iii) or (iv) of this paragraph) whose election by the Board or nomination for election by the Corporation’s stockholders was approved by a vote of at least 66-2/3% of the members of the Board then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof, (iii) the Corporation’s stockholders approve a merger or consolidation of the Corporation with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation or (B) a merger or consolidation effected to implement a recapitalization of the Corporation (or similar transaction) in which no “person” (as defined above) acquires more than 50% of the combined voting power of the Corporation’s then outstanding securities, or (iv) the stockholders of the Corporation approve a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation’s assets.
Subject: Employment Agreement

Dear Jerry,

This agreement (the “Agreement”) is made and entered into effective as of the date hereof, by and between ANADIGICS, Inc., a Delaware corporation (the “Corporation”) and Jerry Miller, an executive employee of the Corporation.

In order for the Corporation to attract and retain as executives and officers the most capable persons available, the Corporation and you do hereby agree as follows:

1. The term of your employment under this Agreement shall commence on April 3, 2012 and terminate on December 31, 2013 (the “Stated Termination Date”). Employment with the Corporation is at-will and may be terminated at any time with or without cause or notice by you or the Corporation. This Agreement shall automatically be extended on an annual basis on the Stated Termination Date and on each anniversary of the Stated Termination Date (“Anniversary Termination Date”) provided that neither you nor the Corporation notified the other party in writing prior to the September 30 preceding the Stated Termination Date, or subsequent Anniversary Termination Date, that such party elects not to extend the Agreement. No person is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the Chief Executive Officer of the Corporation.

2. In addition to the provisions set forth in this document, your employment will be governed by the policies and procedures outlined in the Employee Handbook, as amended from time to time.

3. (a) In the event of a “Change in Control” (as defined in Annex A hereto) which results, within twelve months following the Change in Control, in either the involuntary termination without Cause of your employment with the Corporation or your voluntary resignation from the Corporation due to a material reduction in responsibilities and duties associated with your position, or a material reduction in your base salary plus target bonus opportunity without your prior express written consent, the Corporation agrees that following such termination you shall receive: subject to the notice requirement and the Corporation’s cure right set forth below: (i) an amount equal to (x) twelve months of base salary and payment of the annual bonus at 100% of target (payable in equal bi-weekly installments); and (y) payment of the semi-annual bonus for the period during which termination occurs (at 100% of target) prorated for the number of complete months worked in that period (paid at the Corporation’s regular scheduled semi-annual bonus payment dates); provided that no such payments under this clause (i) shall be made prior to the 60th day following the date of termination under this Agreement; (ii) subject to your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Corporation will pay the COBRA continuation coverage premiums for you and your covered dependents as in effect at your termination until the first to occur of one year from the date of termination of employment under this Agreement or the commencement of employment at another employer offering medical and dental benefits; (iii) executive outplacement services for up to six months; and (iv) immediate vesting of all stock options, shares of restricted stock, and restricted stock units previously or hereafter granted under any stock or stock option plan of the Corporation, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based) and not vested as of such date; any such options shall continue to be exercisable for twelve (12) months following the date of termination of employment under this Section 3 (a), but not beyond the original term of such options.

It shall be a condition precedent to your right to voluntarily terminate your employment pursuant to this Section 3(a) that you shall first have given the Corporation written notice that an event or condition set forth herein has occurred within ninety (90) days after such occurrence, and any failure to give such written notice within such period will result in a waiver by you of your right to terminate as a result of such event or condition. If a period of thirty (30) days from the giving of such written notice elapses without the Corporation having effectively cured or remedied such event or condition during such 30-day period, you will have the right to voluntarily resign from the Corporation, provided that the termination of your employment due to such event or condition must occur not later
than six months following the event giving rise to your right to voluntarily terminate your employment and receive severance benefits.

(b) In the event your employment with the Corporation is terminated without “Cause” (as defined in paragraph (f) below) at any time by the Corporation prior to the Stated or Anniversary Termination Date, absent the occurrence of a Change in Control or more than twelve months following a Change in Control, the Corporation agrees that following such termination, you shall receive: (i) an amount equal to (x) twelve months of base salary (payable in equal bi-weekly installments); and (y) payment of the semi-annual bonus for the period during which termination occurs (at 100% of target) prorated for the number of complete months worked in that period (paid at the Corporation’s regular scheduled semi-annual bonus payment date); provided that no such payments under this clause (i) shall be made prior to the 60th day following the date of termination under this Agreement; (ii) subject to your timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), the Corporation will pay the COBRA continuation coverage premiums for you and your covered dependents as in effect at your termination until the first to occur of one year from the date of termination of employment under this Agreement or the commencement of employment at another employer offering medical and dental benefits; (iii) executive outplacement services for up to six months; and (iv) the continued vesting of all stock options, restricted stock and restricted stock units previously granted to you which have not vested as of such date but would have vested within twelve (12) months of such date, on the original scheduled vesting dates, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based) and not vested as of such date; any such options shall continue to be exercisable for ninety (90) days following the vesting of such options, but not beyond the original term of such options.

(c) In the event you resign, other than under circumstances set forth in Section 3(a) above, or the Corporation terminates your employment hereunder for Cause (as defined in paragraph 3(f) below), you shall be entitled to (i) reimbursement for all out-of-pocket expenses that are reimbursable pursuant to the Corporation’s policies and that are incurred, but not yet paid as of the date of termination; and (ii) any base salary earned but not yet paid as of the date of termination to be paid in accordance with the Corporation’s regular payroll practice (as in effect at the time of termination). All stock options, restricted stock, or restricted stock units held by you that have not yet vested as of the date of such resignation or termination shall be cancelled. You may exercise your vested stock options within 90 days of the date of resignation or termination, but not beyond the original terms of such options.

(d) In the event of your death or a termination of your employment by the Corporation due to Disability (as defined in paragraph (f) below), you, your estate, or your legal representative, as the case may be, shall be entitled to (i) reimbursement for all out-of-pocket expenses that are reimbursable pursuant to the Corporation’s policies and that are incurred, but not yet paid as of the date of death or termination; (ii) any base salary earned but not yet paid as of the date of death or termination to be paid in accordance with the Corporation’s regular payroll practice (as in effect at the time of death or termination); (iii) any annual bonus for the year prior to the year of death or termination awarded and earned in accordance with the Corporation’s annual bonus program but not yet paid, to be paid at the time such annual bonus would otherwise be due pursuant to the Corporation’s policies; and (iv) any short- or long-term disability or death benefits provided under the Corporation’s plans. All stock options, restricted stock, or restricted stock units held by you that have not yet vested as of the date of such death or termination shall be treated pursuant to the terms of the respective grant agreements. You or your estate may exercise your vested stock options within 90 days of the date of such death or termination, but not beyond the original terms of such options.

(e) In the event your employment with the Corporation is terminated on the Stated Termination Date or any Anniversary Termination Date as a result of notification pursuant to Section 1 hereof from the Corporation, you shall be entitled to (i) twelve (12) months base salary (payable in equal bi-weekly installments), (ii) the annual short-term bonus for the calendar year in which the Agreement expires, to the extent earned and not yet paid, and (iii) the continued vesting of all stock options, restricted stock and restricted stock units previously granted to you which have not vested as of such date but would have vested within twelve (12) months of such date, on the original scheduled vesting dates, to the extent such stock options, shares of restricted stock, or restricted stock units have been earned (if performance based) and not vested as of such date; any such options shall continue to be exercisable for ninety (90) days following the vesting of such options, but not beyond the original term of such options; provided that no payments under clauses (i) and (ii) shall be made prior to the 60th day following the date of termination under this Agreement.

(f) For purposes of this Section 3:

“Cause” shall mean a determination by the Corporation that you have (i) been convicted of, or pled nolo contendere, to a criminal act for which the punishment under applicable law may be imprisonment; (ii) engaged in a failure or refusal to perform your obligations as an employee of the Corporation and such failure or refusal has
continued during the 30 day period following your receipt of written notice from the Corporation of such failure or refusal; (iii) committed any act or omission constituting misconduct or gross negligence in the performance of your duties with the Corporation; (iv) committed any act of misappropriation or attempted misappropriation of funds, property or corporate opportunities of the Corporation; (v) materially breached any of your obligations under this Agreement and failed to take corrective action, if such breach is susceptible of correction, during the 30 day period following your receipt of written notice from the Corporation of such breach; or (vi) violated the Corporation’s Code of Conduct.

“Disability” shall mean your complete and permanent inability by reason of medically determined physical or mental impairment (other than by reason of death) to perform the duties hereunder, as determined by the Corporation’s Compensation and Human Resources Committee upon such basis, including independent medical reports and data as the Committee deems appropriate.

“Change in Control” is defined in Annex A hereto.

(g) Payment of any compensation and benefits under Section 3 of this Agreement is contingent upon your execution (and nonrevocation) of the ANADIGICS standard Separation and Release Agreement between the Corporation and you which shall be executed and delivered to the Corporation on or before the date that is 50 days following the date of termination of employment.

4. (a) During your employment with the Corporation, you may not perform any work for any company that competes with us in the manufacture and sales of RF integrated circuits in the wireless, cable and broadband, or fiber optics markets, whether directly or indirectly. This includes any business set up on your own or by you with others. You must disclose any intention to engage in any form of business activity outside your activities with the Corporation to the Chief Executive Officer, which must be approved in writing prior to commencement of those activities.

(b) For a period of twelve (12) months after termination of your employment with the Corporation, you agree not to hire, solicit to hire, or be involved in the solicitation of any employees of the Corporation or any of its affiliates.

(c) You further agree not to make any disparaging statements, or to give media interviews of any nature, about the Corporation, its affiliates or their current or former officers, directors and/or employees, or criticize their past decisions, policies or practices, to anyone, including but not limited to the Corporation’s customers, competitors, suppliers, employees, former employees or the press or other media, unless placed under legal compulsion to do so by a court or other governmental authority.

(d) During and after your employment with the Corporation you are required to protect the confidentiality of information you use or become party to. You may not disclose confidential information to any unauthorized third party. This includes but is not limited to information related to technology, intellectual property, strategic business plans, transformation initiatives, suppliers, and clients. Your dealings with suppliers and clients must always be managed in the best interest of the Corporation. Any confidential information you are a party to may only be used in the interest of the Corporation in the context of the Corporation’s legitimate relationships with suppliers, clients and any authorized third party. Such information must not be used for any other purpose, including personal gain. In addition, you are reminded of the restrictions and conditions of employment described in the Proprietary Information Agreement signed by you and on file in the Human Resources Department. Any breach of confidentiality will subject you to immediate termination.

(e) Failure to comply with the provisions of this Section 4 shall subject you to the immediate termination of any of your unexercised stock options.

5. The following additional benefits are provided to you as part of this Agreement:

(i) A confidential annual physical exam through one of the Corporation’s approved vendors. The physical exams are typically scheduled during your month of birth each year, and are at no cost to you.

(ii) Enrollment in the Executive Supplemental Healthcare Plan (currently Boston Mutual). The Plan covers many medical and dental out of pocket expenses that are not covered by our standard healthcare plans.

(iii) In order to provide for financial peace of mind, an allowance of up to $2,000 per year for financial planning.

(iv) Indemnification protection for any lawsuit brought against the Corporation as detailed in Article VII, Section 4 of the Corporation Bylaws.

6. The terms and conditions of this Agreement are to be private and confidential, and you agree not to disclose any of these terms and conditions to anyone except your spouse, your attorney or your tax advisor, unless disclosure is necessary to carry out the terms of this Agreement, or to supply information to any taxing authority, or is otherwise required by law.
7. You agree that any dispute or claim with respect to any provision of this Agreement or your employment must be presented to the Chief Executive Officer within three (3) months of the occurrence.

8. This Agreement shall be governed by, and construed in accordance with, the laws of New Jersey, without reference to the principles of conflict of laws thereof.

9. The Corporation may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld therefrom pursuant to any applicable law or regulation.

10. This Agreement represents the complete agreement between you and the Corporation concerning the subject matter in this Agreement and supersedes all prior agreements or understandings, written or oral. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

11. Each of the sections contained in this Agreement shall be enforceable independently of every other section in this Agreement, and the invalidity or nonenforceability of any section shall not invalidate or render unenforceable any other section contained in this Agreement.

12. (a) It is intended that this Agreement will comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and any regulations and guidelines promulgated thereunder (collectively, “Section 409A”), to the extent the Agreement is subject thereto, and the Agreement shall be interpreted on a basis consistent with such intent. If an amendment of the Agreement is necessary in order for it to comply with Section 409A, the parties hereto will negotiate in good faith to amend the Agreement in a manner that preserves the original intent of the parties to the extent reasonably possible. No action or failure to act pursuant to this Section 8 shall subject the Corporation to any claim, liability, or expense, and the Corporation shall not have any obligation to indemnify or otherwise protect you from the obligation to pay any taxes, interest or penalties pursuant to Section 409A.

(b) Notwithstanding any provision to the contrary in this Agreement, if you are deemed on the date of your “separation from service” (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Corporation to be a “specified employee” (within the meaning of Treas. Reg. Section 1.409A-1(i)), then with regard to any payment or benefit that is considered deferred compensation under Section 409A payable on account of a “separation from service” that is required to be delayed pursuant to Section 409A(a)(2)(B) of the Code (after taking into account any applicable exceptions to such requirement), such payment or benefit shall be made or provided on the date that is the earlier of (i) the expiration of the six (6)-month period measured from the date of your “separation from service,” or (ii) the date of your death (the “Delay Period”). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 8 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed you in a lump sum and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Notwithstanding any provision of this Agreement to the contrary, for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment, references to your “termination of employment” (and corollary terms) with the Corporation shall be construed to refer to your “separation from service” (within the meaning of Treas. Reg. Section 1.409A-1(h)) with the Corporation.

(c) With respect to any reimbursement or in-kind benefit arrangements of the Corporation and its subsidiaries that constitute deferred compensation for purposes of Section 409A, except as otherwise permitted by Section 409A, the following conditions shall be applicable: (i) the amount eligible for reimbursement, or in-kind benefits provided, under such arrangement in any calendar year may not affect the amount eligible for reimbursement, or in-kind benefits to be provided, under such arrangement in any other calendar year (except that the health and dental plans may impose a limit on the amount that may be reimbursed or paid), (ii) any reimbursement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days after termination of employment”), the actual date of payment within the specified period shall be within the sole discretion of the Corporation. Whenever payments under this Agreement are to be made in installments, each such installment shall be deemed to be a separate payment for purposes of Section 409A.

Signatures:

ANADIGICS, Inc.
Change In Control

A Change in Control of the Corporation shall be deemed to have occurred if (i) any “Person” as such term is used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) (other than the Corporation, any trustee or other fiduciary holding securities under an employee benefit plan of the Corporation, or any corporation owned, directly or indirectly, by the stockholders of the Corporation in substantially the same proportions as their ownership of stock of the Corporation), is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing more than 50% of the combined voting power of the Corporation’s then outstanding securities, (ii) during any 12-month period (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constituted the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Corporation to effect a transaction described in subclauses (i), (iii) or (iv) of this paragraph) whose election by the Board or nomination for election by the Corporation’s stockholders was approved by a vote of at least 66-2/3% of the members of the Board then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof, (iii) the Corporation’s stockholders approve a merger or consolidation of the Corporation with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation or (B) a merger or consolidation effected to implement a recapitalization of the Corporation (or similar transaction) in which no “person” (as defined above) acquires more than 50% of the combined voting power of the Corporation’s then outstanding securities, or (iv) the stockholders of the Corporation approve a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation of all or substantially all of the Corporation’s assets.

ANADIGICS Promotes Dave Cresci to President and John van Saders to Executive Vice President and Chief Operations Officer

WARREN, N.J., June 12, 2013 – ANADIGICS, Inc. (Nasdaq: ANAD), a world leader in radio frequency (RF) solutions, today announced executive management changes that will enhance execution of a coordinated growth strategy across the Company’s three business groups and further enable increased manufacturing scale across its process technologies, including inter-layer dielectric (ILD).

Dave Cresci, who previously served as vice president of the WiFi Products business unit, has been appointed president, and a corporate officer. This newly created role encompasses responsibility for all of ANADIGICS'
business groups, including design and product marketing, as well as its worldwide sales organization. Cresci brings a strong sales, marketing and engineering background, and has served in a variety of leadership positions at ANADIGICS since 2003.

“In 2012, we organized ANADIGICS into three business groups to drive product innovation and improve customer traction, positioning the Company for growth into 2014”, said Ron Michels, chairman and chief executive officer of ANADIGICS. “As we scale our manufacturing capabilities to meet the growing demand for our new RF solutions, we believe that it is critical to coordinate our strategy across all businesses and customer touch points. Dave will assume this new leadership role to help align our businesses to the overall corporate strategy, ensure that we scale efficiently, and position ANADIGICS for continued profitable growth into the future.”

John van Saders has been appointed executive vice president and chief operations officer. Van Saders is a business and engineering leader with over 30 years of RF semiconductor experience.

“John will lead the Company’s efforts to align our process technologies and systems with the product roadmaps of our business groups, and continue to improve the way we introduce and manage innovation across our manufacturing operations and supply chain,” added Michels. “These appointments, both well deserved, will allow me to focus on the Company’s overall strategy, forging business alliances, and further strengthening our business development activities.”

For more information on ANADIGICS products and multimedia content, please refer to the following resources:

- ANADIGICS LinkedIn: [http://www.linkedin.com/company/anadigics](http://www.linkedin.com/company/anadigics)
- ANADIGICS Facebook: [http://www.facebook.com/anadigics](http://www.facebook.com/anadigics)
- ANADIGICS Twitter: [http://www.twitter.com/anadigics](http://www.twitter.com/anadigics)
- ANADIGICS Photos: [http://www.flickr.com/anadigics_inc](http://www.flickr.com/anadigics_inc)
- ANADIGICS Video: [http://www.youtube.com/anadigics](http://www.youtube.com/anadigics)

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About ANADIGICS, Inc.
ANADIGICS, Inc. (NASDAQ: ANAD) designs and manufactures innovative radio frequency solutions for the growing cellular, WiFi, and infrastructure markets. Headquartered in Warren, NJ, ANADIGICS offers RF products with exceptional performance and integration to deliver a unique competitive advantage to OEMs and ODMs for mobile device, base station, CATV infrastructure, CATV subscriber, and industrial applications. The Company’s award-winning solutions include power amplifiers, front-end ICs, front-end modules, line amplifiers, active splitters, tuners, and other RF components. For more information, visit [www.anadigics.com](http://www.anadigics.com).