

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO
(Rule 14d-100)

TENDER OFFER STATEMENT UNDER SECTION
14(d)(1) OR 13(e)(1) OF THE SECURITIES EXCHANGE ACT OF 1934

SYNAPTICS INCORPORATED
(Name of Subject Company (Issuer))

SYNAPTICS INCORPORATED (Issuer)
(Names of Filing Persons (identifying status as offeror, issuer or other person))

0.75% Convertible Senior Subordinated Notes due 2024
(Title of Class of Securities)
87157DAA7 and 87157DAB5
(CUSIP Number of Class of Securities)

Thomas J. Tiernan
President and Chief Executive Officer
3120 Scott Blvd.
Santa Clara, California 95054
(408) 454-5100
(name, address, and telephone numbers of person authorized to receive
notices and communications on behalf of filing persons)

With a copy to:
Robert S. Kant, Esq.
Brian H. Blaney, Esq.
Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 700
Phoenix, Arizona 85016
(602) 445-8000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
\$65,547,886.25	\$ 3,657.57

* Estimated for purposes of calculating the amount of the filing fee only. The transaction valuation upon which the filing fee was based was calculated as follows: The repurchase price of the 0.75% Convertible Senior Subordinated Notes Due 2024, as described herein, is \$1,000 per \$1,000 principal amount outstanding. As of October 27, 2009, there was \$65,303,000 aggregate principal amount outstanding and \$244,886.25 interest due to be paid on December 1, 2009, resulting in an aggregate repurchase price of \$65,547,886.25.

** The amount of the filing fee equals \$55.80 per \$1,000,000 of the value of the transaction.

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

Amount Previously Paid: Not Applicable

Filing Party: Not Applicable

Form or Registration No.: Not Applicable

Date Filed: Not Applicable

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

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

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

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

INTRODUCTORY STATEMENT

As required by, pursuant to the terms of, and subject to the conditions set forth in the Indenture, dated as of December 7, 2004 (the “Indenture”), between Synaptics Incorporated, a Delaware corporation (“Synaptics” or the “Company”), and American Stock Transfer & Trust Company, as trustee (the “Trustee”), for the Company’s 0.75% Convertible Senior Subordinated Notes due 2024 (the “Notes”), this Tender Offer Statement on Schedule TO (the “Schedule TO”) is being filed with the United States Securities and Exchange Commission (the “SEC”) by Synaptics with respect to the right of each holder (a “Holder”) of the Notes to sell and the obligation of the Company to repurchase the Notes (the “Put Option”), as set forth in the Company Notice to Holders of 0.75% Convertible Senior Subordinated Notes due 2024, dated October 28, 2009 (the “Company Notice”), and the related notice materials filed as exhibits to this Schedule TO.

This Schedule TO is intended to satisfy the filing and disclosure requirements of Rules 13e-4(c)(2) and 13e-4(d)(1) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

Items 1 through 9.

The Company is the issuer of the Notes and is obligated to repurchase all of the Notes if properly tendered by the Holders under the terms and subject to the conditions set forth in the Company Notice. The Notes are convertible into cash and, if applicable, common stock, par value \$.001 per share, of the Company subject to the terms, conditions, and adjustments specified in the Indenture and the Notes. The Company maintains its principal executive offices at 3120 Scott Blvd., Santa Clara, California 95054 and its telephone number is (408) 454-5100. As permitted by General Instruction F to Schedule TO, all of the information set forth in the Company Notice is incorporated by reference into this Schedule TO.

Item 10. Financial Statements.

- (a) Pursuant to Instruction 2 to Item 10 of Schedule TO, the Company’s financial condition is not material to a Holder’s decision whether to sell the Notes to the Company because (i) the consideration being paid to Holders surrendering Notes consists solely of cash, (ii) the Company Notice is not subject to any financing conditions, (iii) the Company is a public reporting company that files reports electronically on EDGAR, and (iv) the Company Notice applies to all outstanding Notes.
- (b) Not applicable.

Item 11. Additional Information.

- (a) Not applicable.
- (b) Not applicable.

Item 12. Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Name</u>
(a)(1)(A)	Company Notice to Holders of 0.75% Convertible Senior Subordinated Notes due 2024, dated October 28, 2009.
(a)(1)(B)	Form of Holder Repurchase Notice.
(a)(1)(C)	Form of Notice of Withdrawal.
(a)(1)(D)	Form of Substitute Form W-9.
(a)(5)	Press Release Regarding Put Option, dated October 28, 2009.
(b)	Not applicable.

<u>Exhibit No.</u>	<u>Exhibit Name</u>
(d)	Indenture, dated as of December 7, 2004, between Synaptics Incorporated and American Stock Transfer & Trust Company relating to the 0.75% Convertible Senior Subordinated Notes due 2024 (incorporated by reference to Current Report on Form 8-K as filed with the SEC on December 7, 2004).
(g)	Not applicable.
(h)	Not applicable.

Item 13. Information Required by Schedule 13E-3.

Not applicable.

SIGNATURES

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

SYNAPTICS INCORPORATED

Date: October 28, 2009

By: /s/ Kathleen A. Bayless
Kathleen A. Bayless
Chief Financial Officer, Secretary, and Treasurer

EXHIBIT INDEX

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(b)	Not applicable.
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(g)	Not applicable.
(h)	Not applicable.

**COMPANY NOTICE TO HOLDERS OF
0.75% CONVERTIBLE SENIOR SUBORDINATED NOTES DUE 2024
ISSUED BY
SYNAPTICS INCORPORATED
(CUSIP No. 87157DAA7 and 87157DAB5)¹**

October 28, 2009

To the Holders of the 0.75% Convertible Senior Subordinated Notes due 2024 (the "Notes") issued by Synaptics Incorporated:

Synaptics Incorporated, a Delaware corporation ("Synaptics" or the "Company"), by this written notice ("Company Notice") hereby notifies the Trustee and the holders of the Notes (the "Holders"), pursuant to Section 4.1 of that certain Indenture, dated as of December 7, 2004, between the Company and American Stock Transfer & Trust Company, as Trustee (the "Indenture"), that Holders may at their option require the Company to repurchase their Notes by delivery of a Holder Repurchase Notice, a form of which is included herewith. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Repurchase Date: December 1, 2009

Repurchase Price: \$1,000 for each \$1,000 of aggregate principal amount of the Notes, together with accrued but unpaid interest (including Contingent Interest and Additional Interest, if any (as defined in the Indenture)) thereon to, but not including, the Repurchase Date. The amount of aggregate accrued but unpaid interest that will be payable with respect to the Notes on the Repurchase Date is approximately \$244,886.25. Unless the Company defaults in making payment of the Repurchase Price, interest (including Contingent Interest and Additional Interest, if any (as defined in the Indenture)) payable with respect to the Notes shall cease to accrue on and after the Repurchase Date.

Conversion Price: Approximately \$33.69 per share of Common Stock as of the date hereof, subject to the adjustments described in Section 12.3 of the Indenture.

Conversion Rights: Holders may surrender Notes for conversion into cash and shares of our common stock prior to the maturity date in the following circumstances:

- during any calendar quarter if, on each of at least 20 Trading Days in the period of 30 consecutive Trading Days ending on the last Trading Day of the preceding calendar quarter, the Closing Sale Price of the Common Stock exceeds 120% of the Conversion Price in effect on the last Trading Day of such preceding calendar quarter;
- at any time on or after January 1, 2020;
- if the Company has called the particular Notes for redemption and the redemption has not yet occurred; or
- upon the occurrence of specified corporate transactions described in the Indenture.

The Notes as to which a Holder Repurchase Notice has been given may be converted only if the applicable Holder Repurchase Notice has been withdrawn in accordance with the terms of the Indenture.

¹ Pursuant to Section 2.13 of the Indenture (as defined above), no representation is made as to the correctness of such CUSIP numbers either as printed on the Notes or as contained in this Company Notice (as defined above) and reliance may be placed only on the other identification numbers printed on the Notes, and any redemption or repurchase shall not be affected by any defect in or omission of such numbers.

Notes must be surrendered to the Paying Agent to collect payment of the Repurchase Price and accrued but unpaid interest. Unless the Company defaults in making the payment of the Repurchase Price, interest on the Notes covered by any Holder Repurchase Notice will cease to accrue on and after December 1, 2009.

The Repurchase Price for any Notes as to which a Holder Repurchase Notice has been given and not withdrawn, together with accrued but unpaid interest payable with respect thereto, shall be paid promptly following the later of the Repurchase Date and the time of surrender of such Notes.

To exercise its option to have the Company repurchase its Notes, a Holder must deliver the Holder Repurchase Notice to the Paying Agent prior to 5:00 p.m., New York City time, on November 27, 2009 and effect a book entry transfer of the Notes to the Paying Agent; such book-entry transfer being a condition to receipt by a Holder of the Repurchase Price therefor.

A Holder Repurchase Notice may be withdrawn at any time prior to 5:00 p.m. New York City time on November 30, 2009 in accordance with the procedures described herein.

The Trustee has informed the Company that, as of the date of this notice, all custodians and beneficial holders of the Notes hold the Notes through Depository Trust Company ("DTC") accounts and that there are no certificated Notes in non-global form. Accordingly, all Notes surrendered for repurchase hereunder must be delivered through the transmittal procedures of DTC.

The Paying Agent is:

American Stock Transfer & Trust Company, LLC
59 Maiden Lane
New York, New York 10038
Phone: 718-921-8317
Fax: 718-234-5001
Attn: Reorganization Department

Additional copies of this Company Notice may be obtained from the Paying Agent at its address set forth above.

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No person has been authorized to give any information or to make any representations other than those contained in the Company Notice and, if given or made, such information or representations must not be relied upon as having been authorized. The Company Notice does not constitute an offer to buy or the solicitation of an offer to sell securities in any circumstances or jurisdiction in which such offer or solicitation is unlawful. The delivery of the Company Notice shall not under any circumstances create any implication that the information contained in the Company Notice is current as of any time subsequent to the date of such information. None of the Company or its board of directors or employees are making any representation or recommendation to any Holder as to whether or not to surrender such Holder's Notes. You should consult your own financial and tax advisors and must make your own decision as to whether to surrender your Notes for repurchase and, if so, the amount of Notes to surrender.

SUMMARY TERM SHEET

The following are answers to some of the questions that you, as a Holder, may have about the Put Option. We urge you to read carefully the remainder of this Company Notice because the information in this summary term sheet is not complete. Additional important information is contained in the remainder of this document.

WHO IS OFFERING TO PURCHASE THE NOTES?

Synaptics Incorporated, a Delaware corporation (“Synaptics” or the “Company”), is obligated, at your option, to repurchase your validly surrendered 0.75% Convertible Senior Subordinated Notes Due 2024 (the “Notes”), upon the terms and conditions set forth in this Company Notice, the Notes, and the Indenture (as defined below).

WHY IS SYNAPTICS OFFERING TO PURCHASE MY NOTES?

The right of each holder (a “Holder”) of the Notes to sell and the obligation of the Company to repurchase the Notes pursuant to the Put Option is a term of the Notes and has been a right of Holders from the time the Notes were issued. We are required to repurchase the Notes of any Holder exercising the Put Option.

WHAT SECURITIES IS SYNAPTICS OBLIGATED TO PURCHASE?

We are obligated to repurchase all of the Notes surrendered, at the option of the Holder. As of October 27, 2009, there was \$65,303,000 aggregate principal amount of Notes outstanding. The Notes were issued under an Indenture, dated as of December 7, 2004 (the “Indenture”), between Synaptics and American Stock Transfer & Trust Company, as trustee (the “Trustee”).

HOW MUCH IS SYNAPTICS OFFERING TO PAY FOR THE NOTES AND WHAT IS THE FORM OF PAYMENT?

Pursuant to the terms of the Indenture and the Notes, we are offering to pay \$1,000 in cash plus accrued and unpaid interest to, but not including, December 1, 2009 (the “Repurchase Date”) for each \$1,000 principal amount of Notes (the “Repurchase Price”) with respect to any and all Notes validly surrendered for repurchase and not withdrawn.

WHAT ARE THE SIGNIFICANT CONDITIONS TO THE PUT OPTION?

The repurchase by us of validly surrendered Notes is not subject to any condition other than such repurchase being lawful and satisfaction of the procedural requirements described in this Company Notice.

WHAT IS THE MARKET VALUE OF THE NOTES?

There is no established reporting or trading system for the Notes. We believe that trading in the Notes has been limited and sporadic. Our common stock is listed on Nasdaq Global Select Market (“NASDAQ”) under the symbol “SYNA.” On October 27, 2009, the closing price of our common stock, as reported on NASDAQ, was \$23.88 per share.

WHAT IS THE PROCESS FOR SURRENDERING NOTES?

To surrender your Notes for repurchase pursuant to the Put Option, you must surrender the Notes through the transmittal procedures of the Depository Trust Company (“DTC”) no later than 5:00 p.m., New York City time, on Friday, November 27, 2009.

- Holders whose Notes are held by a broker, dealer, commercial bank, trust company, or other nominee must contact such nominee if such Holder desires to surrender such Holder's Notes and instruct such nominee to surrender the Notes on the Holder's behalf through the transmittal procedures of DTC.
- Holders who are DTC participants should surrender their Notes electronically through DTC's ATOP (as defined herein) system, subject to the terms and procedures of that system on or before 5:00 p.m., New York City time, on Friday, November 27, 2009.

By surrendering your Notes through the transmittal procedures of DTC, you agree to be bound by the terms of the Put Option set forth in this Company Notice.

WHEN DOES THE PUT OPTION EXPIRE?

The Put Option expires at 5:00 p.m., New York City time, on November 27, 2009. We will not extend the period Holders have to accept the Put Option unless required to do so by the Federal securities laws.

WHEN WILL HOLDERS RECEIVE PAYMENT FOR SURRENDERED NOTES?

We will accept for payment all validly surrendered Notes promptly upon expiration of the Put Option. We will promptly forward to the Paying Agent the appropriate amount of cash required to pay the Repurchase Price for the surrendered Notes, and the Paying Agent will promptly distribute the cash to DTC, the sole record Holder. DTC will thereafter distribute the cash to its participants in accordance with its procedures.

CAN HOLDERS WITHDRAW SURRENDERED NOTES?

You may withdraw your tendered Notes at any time until 5:00 p.m., New York City time, on November 30, 2009.

HOW DO HOLDERS WITHDRAW PREVIOUSLY SURRENDERED NOTES?

You can withdraw Notes previously surrendered for repurchase at any time until 5:00 p.m., New York City time, on November 30, 2009 in accordance with the procedures described herein.

DO I NEED TO DO ANYTHING IF I DO NOT WISH TO SURRENDER MY NOTES FOR PURCHASE?

No. If you do not surrender your Notes before the expiration of the Put Option, we will not repurchase your Notes and such Notes will remain outstanding subject to their existing terms.

IF I CHOOSE TO SURRENDER MY NOTES FOR PURCHASE, DO I HAVE TO SURRENDER ALL OF MY NOTES?

No. You may surrender all of your Notes, a portion of your Notes, or none of your Notes for repurchase. If you wish to surrender a portion of your Notes for repurchase, however, you must surrender your Notes in a principal amount of \$1,000 or an integral multiple thereof.

WHAT HAPPENS TO NOTES THAT ARE NOT SURRENDERED?

Any Notes that are not surrendered will continue to be our obligations. Holders of those outstanding Notes will continue to have all the rights associated with those Notes.

MAY HOLDERS STILL CONVERT NOTES INTO SHARES OF SYNAPTICS COMMON STOCK?

Yes, you will continue to have the right to convert the Notes into cash and shares of the Company's common stock, \$.001 par value per share, subject to the terms, conditions, and adjustments specified in the Indenture and the Notes. However, if you tender your Notes in the Put Option, you may convert your Notes only if you properly withdraw your Notes before your right to withdraw has expired.

IF I AM A UNITED STATES PERSON FOR U.S. FEDERAL INCOME TAX PURPOSES, WILL I HAVE TO PAY TAXES IF I SURRENDER MY NOTES FOR PURCHASE IN THE PUT OPTION?

The receipt of cash in exchange for Notes pursuant to the Put Option will be a taxable transaction for U.S. federal income tax purposes and you may recognize gain, income, loss, or deduction. You should consult with your tax advisor regarding the actual tax consequences to you.

WHO IS THE PAYING AGENT?

American Stock Transfer & Trust Company, the trustee under the Indenture, is serving as Paying Agent in connection with the Put Option. Its address and telephone number are set forth on page 2 of this Company Notice.

WHO CAN I TALK TO IF I HAVE QUESTIONS ABOUT THE PUT OPTION?

Questions and requests for assistance in connection with the surrender of Notes for repurchase in the Put Option may be directed to the Paying Agent at the address and telephone and facsimile numbers set forth on page 2 of this Company Notice.

IS SYNAPTICS MAKING ANY RECOMMENDATION ABOUT THE PUT OPTION?

None of the Company or its board of directors or employees are making any recommendation as to whether or not you should tender your Notes pursuant to the Put Option. Holders should determine whether or not to tender their Notes pursuant to the Put Option based upon, among other things, their own assessment of the current market value of the Notes, liquidity needs, and investment objectives.

In this Company Notice, "Synaptics Incorporated," "Synaptics," "we," "us," "our," and the "Company" refer to Synaptics Incorporated and its consolidated subsidiaries, unless the context requires otherwise.

IMPORTANT INFORMATION CONCERNING THE PUT OPTION

1. Information Concerning the Company. Synaptics Incorporated, a Delaware corporation, is obligated to repurchase its 0.75% Convertible Senior Subordinated Notes Due 2024 (the “Notes”) that have been surrendered for repurchase pursuant to the Put Option and not validly withdrawn. The Notes are convertible into the common stock, \$.001 par value per share (the “Common Stock”), of the Company, subject to the terms, conditions, and adjustments specified in the Indenture and the Notes.

The Company is a leading developer of human interface solutions for mobile computing, communications, and entertainment devices. We conducted our initial public offering and became a NASDAQ-listed public company in 2002. Our corporate offices are located at 3120 Scott Blvd., Santa Clara, California 95054 and our telephone number is (408) 454-5100.

2. Information Concerning The Notes. The Notes were issued under an Indenture, dated as of December 7, 2004 (the “Indenture”), between the Company and American Stock Transfer & Trust Company, as trustee (the “Trustee”). The Notes mature on December 1, 2024.

2.1. The Company’s Obligation to Repurchase the Notes. Pursuant to the terms of the Notes and the Indenture, the Company is obligated to repurchase all Notes validly surrendered for repurchase and not withdrawn, at the option of each holder of Notes (each a “Holder”), on December 1, 2009. This Put Option will expire at 5:00 p.m., New York City time, on Friday, November 27, 2009 (the “Purchase Date”). If we make any change to this Put Option which we determine constitutes a material change, or if we waive a material condition to this Put Option, we will promptly disclose the change or waiver in a supplement to this Company Notice that we will distribute to registered holders, and we will make a public announcement of such change or waiver promptly afterward by means of a press release. We may be required to extend the Purchase Date for a period of five to ten business days, depending on the significance of the change or waiver, if the Put Option would otherwise expire during the five to ten business day period. If we are required to extend the Purchase Date, we will make a public announcement of such extension promptly by means of a press release. If we are required to extend the Purchase Date and do not accept and pay for surrendered Notes promptly after December 1, 2009, such failure to pay would be a default under the Indenture. The repurchase by the Company of validly surrendered Notes is not subject to any condition other than such repurchase being lawful and the procedural requirements described in this Company Notice.

2.2. Repurchase Price. Pursuant to the Indenture and the Notes, the purchase price to be paid by the Company for the Notes on the Purchase Date is \$1,000 per \$1,000 principal amount of the Notes (the “Repurchase Price”). The Repurchase Price will be paid in cash with respect to any and all Notes validly surrendered for repurchase and not withdrawn prior to 5:00 p.m., New York City time, on Monday, November 30, 2009. Notes surrendered for repurchase will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof.

The Repurchase Price is based solely on the requirements of the Indenture and the Notes and bears no relationship to the market price of the Notes or the Common Stock. Thus, the Repurchase Price may be significantly higher or lower than the market price of the Notes on the Purchase Date. Holders of Notes are urged to obtain the best available information as to potential current market prices of the Notes, to the extent available, and the Common Stock before making a decision whether to surrender their Notes for repurchase.

None of the Company or its board of directors or employees are making any recommendation to Holders as to whether to surrender or refrain from surrendering Notes for repurchase pursuant to this Company Notice. Each Holder must make such Holder’s own decision whether to surrender such Holder’s Notes for repurchase and, if so, the principal amount of Notes to surrender based on such Holder’s assessment of current market value of the Notes and the Common Stock and other relevant factors.

2.3. Conversion Rights of the Notes. Holders that do not surrender their Notes for repurchase pursuant to the Put Option will maintain the right to convert their Notes into Common Stock, subject to the terms, conditions, and adjustments specified in the Indenture and the Notes. Any Notes that are surrendered pursuant to the Put Option may be converted in accordance with the terms of the Indenture and the Notes only if

such surrender has been validly withdrawn prior to 5:00 p.m., New York City time, on Monday, November 30, 2009, as described in Section 4 below.

2.4. Market for the Notes and the Company's Common Stock. There is no established reporting system or trading market for trading in the Notes. We believe that trading in the Notes has been limited and sporadic. We believe that there is no practical way to accurately determine the trading history of the Notes. To the extent that the Notes are traded, prices of the Notes may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, the Company's operating results, the market price and implied volatility of the Common Stock, and the market for similar notes. Following the expiration of the Put Option, we expect that Notes not repurchased in the Put Option will continue to be traded over the counter; however, the trading market for the Notes may be even more limited. A debt security with a smaller outstanding principal amount available for trading (a smaller "float") may command a lower price and trade with greater volatility than would a comparable debt security with a larger float. Consequently, our repurchase of a significant amount of the Notes pursuant to the Put Option would reduce the float and could negatively affect the liquidity, market value, and price volatility of the Notes that remain outstanding following the Put Option. We cannot assure you that a market will exist for the Notes following the Put Option. The extent of the trading market for the Notes following consummation of the Put Option will depend upon, among other things, the remaining outstanding principal amount of the Notes at that time, the number of holders of Notes remaining at that time, and the interest on the part of securities firms in maintaining a market in the Notes. The Trustee has informed us that, as of the date of this Company Notice, all of the Notes are held in global form through DTC. As of the close of business on October 27, 2009, there was \$65,303,000 aggregate principal amount of Notes outstanding and DTC was the sole record Holder of the Notes.

The Common Stock into which the Notes are convertible is traded on the Nasdaq Global Select Market under the symbol "SYNA." The following table sets forth quarterly high and low prices for trades of our common stock during the quarters indicated:

	2009		2008		2007	
	High	Low	High (1)	Low (1)	High(1)	Low (1)
First Quarter	\$36.95(1)	\$24.96(1)	\$33.46	\$23.15	\$17.25	\$12.38
Second Quarter	\$31.98	\$13.85	\$41.15	\$27.06	\$20.13	\$14.89
Third Quarter	\$27.84	\$14.11	\$29.97	\$14.69	\$21.39	\$15.17
Fourth Quarter (through June 30, 2009)	\$40.94	\$23.03	\$31.89	\$15.74	\$24.17	\$16.48

(1) All share amounts reflect the 3-for-2 stock split effected as a stock dividend and paid on August 29, 2008.

The closing price of our common stock on October 27, 2009, was \$23.88 per share. As of October 27, 2009, there were approximately 34,004,703 shares of Common Stock outstanding. We urge you to obtain current market information for the Notes, to the extent available, and the Common Stock before making any decision to surrender your Notes pursuant to the Put Option.

2.5. Redemption. Beginning on December 1, 2009, we may redeem the Notes, in whole at any time, or in part from time to time, for cash at a price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest (including Contingent Interest and Additional Interest, if any (as defined in the Indenture)) thereon up to, but not including, the date of redemption, as provided for in the Indenture and the Notes.

2.6. Change in Control. If a Change in Control (as defined in the Indenture) occurs, each Holder may require that we repurchase all or a portion of the Holder's Notes on the date fixed by us that is no later than 35 Business Days (as defined in the Indenture) after we give notice of the Change in Control. We will repurchase the Notes for an amount of cash equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest (including Contingent Interest and Additional Interest, if any (as defined in the Indenture)) up to, but not including, the date of repurchase.

2.7. Ranking. The Notes are our senior unsecured obligations and rank equally in right of payment with our existing and future senior indebtedness and senior to any future subordinated indebtedness. The Notes are effectively subordinated to any future secured indebtedness to the extent of the value of the assets securing

such secured indebtedness. As of October 27, 2009, we had no senior secured indebtedness outstanding. As of October 27, 2009, we had \$65,303,000 of senior unsecured indebtedness outstanding. The Notes are structurally subordinated to all liabilities of our subsidiaries, which may include guarantees of our debt and includes trade payables.

2.8. Dividends. The Holders of Notes are not entitled to dividends. Upon conversion into Common Stock, the Holders will be entitled to dividends, if any, made to holders of Common Stock.

3. Procedures To Be Followed By Holders Electing To Surrender Notes For Repurchase. Holders will not be entitled to receive the Repurchase Price for their Notes unless they validly surrender and do not withdraw the Notes on or before 5:00 p.m., New York City time, on Monday, November 30, 2009. Only registered Holders are authorized to surrender their Notes for repurchase. Holders may surrender some or all of their Notes; however, any Notes surrendered must be in \$1,000 principal amount or an integral multiple thereof. If Holders do not validly surrender their Notes on or before 5:00 p.m., New York City time, on Friday November 27, 2009, their Notes will remain outstanding subject to the existing terms of the Notes.

3.1. Method of Delivery. The Trustee has informed the Company that, as of the date of this Company Notice, all custodians and beneficial holders of the Notes hold the Notes through DTC accounts and that there are no certificated Notes in non-global form. Accordingly, all Notes surrendered for repurchase hereunder must be delivered through DTC's Automatic Tender Offer Program ("ATOP"). This Company Notice constitutes the written notice by the Company of the purchase right in accordance with the Indenture and delivery of the Notes via ATOP will satisfy the notice requirements of the Indenture. Delivery of Notes and all other required documents, including delivery and acceptance through ATOP, is at the election and risk of the person surrendering such Notes.

3.2. Agreement to be Bound by the Terms of the Put Option. By surrendering your Notes through the transmittal procedures of DTC, a Holder acknowledges and agrees as follows:

- such Notes shall be repurchased as of the Purchase Date pursuant to the terms and conditions set forth in this Company Notice;
- such Holder has received this Company Notice and acknowledges that this Company Notice provides the notice required pursuant to the Indenture;
- upon the terms and subject to the conditions set forth in this Company Notice, the Indenture, and the Notes, and effective upon the acceptance for payment thereof, such Holder (i) irrevocably sells, assigns, and transfers to the Company, all right, title, and interest in and to all the Notes surrendered, (ii) releases and discharges the Company and its directors, officers, employees, and affiliates from any and all claims such Holder may have now, or may have in the future arising out of, or related to, the Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate in any redemption or defeasance of the Notes, and (iii) irrevocably constitutes and appoints American Stock Transfer & Trust Company (the "Paying Agent") as the true and lawful agent and attorney-in-fact of such Holder with respect to any such surrendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Notes, or transfer ownership of such Notes, on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company, (b) present such Notes for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Paying Agent will have no rights to, or control over, funds from the Company, except as agent for the Company, for the Repurchase Price of any surrendered Notes that are repurchased by the Company), all in accordance with the terms set forth in this Company Notice;
- such Holder represents and warrants that such Holder (i) owns the Notes surrendered and is entitled to surrender such Notes and (ii) has full power and authority to surrender, sell, assign, and transfer the Notes surrendered hereby and that when such Notes are accepted for repurchase and payment by the Company, the Company will acquire good title thereto, free

and clear of all liens, restrictions, charges, and encumbrances and not subject to any adverse claim or right;

- such Holder agrees, upon request from the Company, to execute and deliver any additional documents deemed by the Paying Agent or the Company to be necessary or desirable to complete the sale, assignment, and transfer of the Notes surrendered;
- such Holder understands that all Notes properly surrendered for repurchase and not withdrawn prior to 5:00 p.m., New York City time, on Friday, November 27, 2009 will be repurchased at the Repurchase Price, in cash, pursuant to the terms and conditions of the Indenture, the Notes, the Company Notice, and related notice materials, as amended and supplemented from time to time;
- payment for Notes repurchased pursuant to the Company Notice will be made by deposit of the Repurchase Price for such Notes with the Paying Agent, which will act as agent for surrendering Holders for the purpose of receiving payments from the Company and transmitting such payments to such Holders;
- surrenders of Notes may be withdrawn by written notice of withdrawal delivered pursuant to the procedures set forth in this Company Notice at any time prior to 5:00 p.m., New York City time, on Monday, November 30, 2009;
- all authority conferred or agreed to be conferred pursuant to the terms of the Put Option hereby shall survive the death or incapacity of the undersigned and every obligation of the Holder and shall be binding upon the Holder's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy, and other legal representatives;
- the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Paying Agent, until receipt by the Paying Agent of any and all evidences of authority and any other required documents in form satisfactory to the Company; and
- all questions as to the validity, form, eligibility (including time of receipt), and acceptance for payment of any surrender of Notes pursuant to the procedures described in this Company Notice and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by the Company, in its sole direction, which determination shall be final and binding on all parties.

3.3. Delivery of Notes.

Notes Held Through a Custodian. A Holder whose Notes are held by a broker, dealer, commercial bank, trust company, or other nominee must contact such nominee if such Holder desires to surrender such Holder's Notes and instruct such nominee to surrender the Notes for repurchase on the Holder's behalf through the transmittal procedures of DTC as set forth below in "Notes in Global Form" on or prior to 5:00 p.m., New York City time, on Friday, November 27, 2009.

Notes in Global Form. A Holder who is a DTC participant may elect to surrender to the Company such Holder's beneficial interest in the Notes by electronically transmitting such Holder's acceptance through ATOP, subject to the terms and procedures of that system, on or prior to 5:00 p.m., New York City time, on Friday, November 27, 2009.

In surrendering through ATOP, the electronic instructions sent to DTC by the Holder, or by a broker, dealer, commercial bank, trust company, or other nominee on such Holder's behalf, and transmitted by DTC to the Paying Agent, will acknowledge, on behalf of DTC and the Holder, receipt by the Holder of and agreement to be bound by the terms of the Put Option, including those set forth above under "—Agreement to be Bound by the Terms of the Put Option."

4. Right Of Withdrawal. Notes surrendered for repurchase may be withdrawn at any time prior to 5:00 p.m., New York City time, on Monday, November 30, 2009. In order to withdraw Notes, Holders must comply with the withdrawal procedures of the DTC prior to 5:00 p.m., New York City time, on Monday, November 30,

2009. Notes withdrawn from the Put Option may be surrendered by following the surrender procedures described in Section 3 above.

This means a Holder must deliver, or cause to be delivered, a valid withdrawal request through ATOP from the tendering DTC participant before 5:00 p.m., New York City time, on Monday, November 30, 2009. The withdrawal notice must:

- specify the DTC Voluntary Offer Instruction Number, the name of the participant for whose account such Notes were tendered, and such participant's account number at DTC to be credited with the withdrawn Notes;
- contain a description of the Notes to be withdrawn (including the principal amount to be withdrawn); and
- be submitted through the DTC ATOP system by such participant under the same name as the participant's name is listed in the original tender, or be accompanied by evidence satisfactory to the Company that the person withdrawing the tender has succeeded to the beneficial ownership of the Notes.

We will determine all questions as to the validity, form, and eligibility, including time of receipt, of notices of withdrawal.

5. Payment for Surrendered Notes. We will promptly forward to the Paying Agent the appropriate amount of cash required to pay the Repurchase Price for the surrendered Notes, and the Paying Agent will promptly following the later of (a) the Repurchase Date with respect to such Notes and (b) the time of book-entry transfer or delivery of such Notes to the Paying Agent by the Holder cause the cash to be distributed to each record Holder that has validly delivered its Notes prior to 5:00 p.m., New York City time, on Friday, November 27, 2009 and not validly withdrawn such delivery prior to 5:00 p.m., New York City time, on Monday, November 30, 2009.

The total amount of funds required by us to repurchase all of the Notes is approximately \$65,547,886.25 (assuming all of the Notes are validly surrendered for repurchase and accepted for payment). In the event any Notes are surrendered and accepted for payment, we intend to use cash on hand to repurchase the remaining outstanding Notes.

6. Notes Acquired. Any Notes repurchased by us pursuant to the Put Option will be cancelled by the Trustee, pursuant to the terms of the Indenture.

7. Plans or Proposals of the Company. Except as publicly disclosed on or prior to the date of this Company Notice, the Company does not currently have any plans that would be material to a Holder's decision to surrender Notes for repurchase in the Put Option, which relate to or which would result in:

- any extraordinary transaction, such as a merger, reorganization, or liquidation, involving the Company or any of its subsidiaries;
- any purchase, sale, or transfer of a material amount of assets of the Company or any of its subsidiaries;
- any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company;
- any change in the present board of directors or management of the Company, including, but not limited to, any plans or proposals to change the number or the term of directors or to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer;
- any other material change in the corporate structure or business of the Company;
- any class of equity securities of the Company to be delisted from a national securities exchange or cease to be authorized to be quoted in an automated quotation system operated by a national securities association;
- any class of equity securities of the Company becoming eligible for termination of registration under Section 12(g)(4) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

- the suspension of the obligation of the Company to file reports under Section 15(d) of the Exchange Act;
- the acquisition by any person of additional securities of the Company or the disposition of securities of the Company; or
- any changes in the charter, bylaws, or other governing instruments of the Company or other actions that could impede the acquisition of control of the Company.

8. Interests of Directors, Executive Officers, and Affiliates of the Company in the Notes. Except as otherwise disclosed below, based on a reasonable inquiry by the Company:

- none of the Company or its executive officers, directors, subsidiaries, or other affiliates has any beneficial interest in the Notes;
- the Company will not repurchase any Notes from such persons; and
- during the 60 days preceding the date of this Company Notice, none of such officers, directors, or affiliates has engaged in any transactions in the Notes.

A list of the directors and executive officers of the Company is attached to this Company Notice as Annex A.

9. Purchases Of Notes By The Company And Its Affiliates. Each of the Company and its affiliates, including its executive officers and directors, is prohibited under applicable United States federal securities laws from purchasing Notes (or the right to purchase Notes) other than through the Put Option until at least the tenth business day after the Purchase Date. Following such time, if any Notes remain outstanding, the Company and its affiliates may purchase Notes in the open market, in private transactions, through a subsequent tender offer, or otherwise, any of which may be consummated at purchase prices higher or lower than the Repurchase Price. Any decision to purchase Notes after the Put Option, if any, will depend upon many factors, including the market price of the Notes, the amount of Notes surrendered for purchase pursuant to the Put Option, the market price of the Common Stock, the business and financial position of the Company, and general economic and market conditions.

10. Material United States Tax Considerations. The following discussion is a summary of certain U.S. federal income tax considerations relevant to the sale of the Notes pursuant to the Put Option. This discussion applies only to persons who hold the Notes as capital assets (generally, property held for investment within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”). This discussion is based upon the Code, Treasury Regulations, Internal Revenue Service (“IRS”) rulings and pronouncements, and judicial decisions now in effect, all of which are subject to change at any time by legislative, administrative, or judicial action, possibly with retroactive effect. This discussion does not discuss every aspect of U.S. federal income taxation that may be relevant to a particular taxpayer in light of their personal circumstances or to persons who are otherwise subject to special tax treatment (including, without limitation, banks, broker-dealers, insurance companies, pension and other employee benefit plans, tax-exempt organizations and entities, persons who acquire Notes in connection with the performance of services, certain U.S. expatriates, persons holding Notes as a part of a hedging or conversion transaction or a straddle, partnerships or pass-through entities and owners of interest therein, United States persons whose functional currency is not the U.S. dollar and, except to the extent discussed below, persons who are not U.S. Holders (as defined below)) and it does not discuss the effect of any applicable U.S. state and local or non-U.S. federal tax laws or U.S. federal tax laws other than U.S. income tax law. We have not sought and will not seek any rulings from the IRS concerning the tax consequences of the repurchase of the Notes and, accordingly, there can be no assurance that the IRS will not successfully challenge the tax consequences described below.

If a partnership holds Notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding the Notes, you should consult your tax advisor regarding the tax consequences of the repurchase of the Notes.

EACH HOLDER IS URGED TO CONSULT SUCH HOLDER’S OWN TAX ADVISOR WITH RESPECT TO THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE REPURCHASE OF NOTES, AS

WELL AS ANY TAX CONSEQUENCES APPLICABLE UNDER THE LAWS OF ANY U.S. STATE, LOCAL, OR NON-U.S. TAXING JURISDICTION AND OTHER U.S. FEDERAL TAX LAWS.

U.S. Holders. As used herein, the term “U.S. Holder” refers to a person that is classified for U.S. federal income tax purposes as a “United States person.” For this purpose, a United States person includes any person who is, for U.S. federal income tax purposes, (i) an individual who is citizen or resident of the United States, (ii) a corporation created or organized in the United States or under the laws of the United States or of any state or political subdivision thereof, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (iv) a trust whose administration is subject to the primary supervision of a U.S. court and which has one or more United States persons who have the authority to control all substantial decisions of the trust. Notwithstanding the preceding sentence, to the extent provided in Treasury Regulations, certain trusts in existence on August 20, 1996 and treated as United States persons prior to such date that elect to continue to be treated as United States persons shall also be considered U.S. Holders.

The Notes are subject to Treasury Regulations governing contingent payment debt instruments. Upon the sale of a Note pursuant to the Put Option, a U.S. Holder will recognize gain or loss to the extent of the difference between the cash received in exchange therefor, and the U.S. Holder’s adjusted tax basis in the Notes. A U.S. Holder’s tax basis in a Note will initially equal the cost of the Note and subsequently have been increased by any original discount income or market discount previously included in income by the U.S. holder with respect to the Note (determined without regarding to any positive or negative adjustments to interest accrued under contingent payment debt instrument Regulations) and reduced by the amount of any projected payments (regular or contingent interest on the Notes) previously made and any amortizable bond premium previously taken into account by the U.S. holder with respect to the Note. A U.S. holder generally will treat any gain as ordinary income and any loss as ordinary loss to the extent of the excess of previous original issue discount inclusions over the total negative adjustments previously taken into account as ordinary loss, and the balance as capital loss. The deductibility of capital losses is subject to limitations. A U.S. holder who claims a loss in respect of a note in an amount (or amounts) that meets certain thresholds may be required to file a disclosure statement with the IRS under certain Treasury Regulations applicable to “reportable transactions.”

Tax Consequences to Non-U.S. Holders

As used herein, the term “non-U.S. holder” means a beneficial owner of a note that is, for U.S. federal income tax purposes:

- a nonresident alien individual,
- a foreign corporation,
- an estate whose income is not subject to U.S. federal income tax on a net income basis, or
- a trust if no court within the United States is able to exercise primary jurisdiction over its administration or if no United States persons have the authority to control all of its substantial decisions.

Payment made to a non-U.S. holder, on repurchase of the Notes, will be exempt from U.S. federal income and withholding tax, provided that: (i) the non-U.S. holder does not own, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote and is not a controlled foreign corporation related, directly or indirectly, to us through stock ownership and is not a bank receiving certain types of interest, (ii) the certification requirement described below has been fulfilled with respect to the non-U.S. holder, (iii) such payments are not effectively connected with the conduct by such non-U.S. holder of a trade or business in the United States, (iv) in the case that the payments reflect “contingent interest,” the notes and common stock are actively traded within the meaning of Section 871(h)(4)(C)(v)(I) of the Code and we are not a “U.S. real property holding corporation,” and (v) in the case of gain realized on the sale, exchange, conversion, repurchase, or retirement of the Notes, we are not, and have not been within the shorter of the five year period preceding such sale, exchange, conversion, repurchase, or retirement and the period the non-U.S. holder held the notes, a “U.S. real property holding corporation.” We believe that we are not, and have not been, a U.S. real property holding corporation for U.S. federal income tax purposes.

The certification requirement referred to in the preceding paragraph will be fulfilled if the beneficial owner of a note certifies on IRS Form W-8BEN, under penalties of perjury, that it is not a U.S. person and provides its name and address, or the beneficial owner holds its notes through certain intermediaries, and the beneficial owner and the intermediaries satisfy the certification requirements of applicable Treasury Regulations.

If a non-U.S. holder of a note is engaged in a trade or business in the United States, and if payments on the Note are effectively connected with the conduct of this trade or business, the non-U.S. holder, although exempt from U.S. withholding tax, will generally be taxed in the same manner as a U.S. holder (see "Material United States Tax Considerations — U.S. Holders" above), except that the non-U.S. holder will be required to provide a properly executed IRS Form W-8ECI in order to claim an exemption from withholding tax. Non-U.S. holders should consult their tax advisers with respect to other tax consequences of the ownership of the notes, including the possible imposition of a 30% branch profits tax.

Backup Withholding. To prevent backup withholding on payments made to each surrendering U.S. Holder, each such U.S. Holder should either (x) provide such Holder's correct taxpayer identification number ("TIN") by completing an IRS Form W-9, certifying that (1) such Holder is a "United States person" (as defined in section 7701(a)(30) of the Code), (2) the TIN provided is correct (or that such U.S. Holder is awaiting a TIN), and (3) that such U.S. Holder is not subject to backup withholding because: (a) such Holder is exempt from backup withholding, (b) such Holder has not been notified by the IRS that such Holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified such U.S. Holder that he, she, or it is no longer subject to backup withholding, or (y) otherwise establish an exemption. Otherwise, backup withholding may apply until such Holder furnishes such Holder's TIN (and, if such Holder has not already done so, the completed IRS Form W-9 described above). If a tendering U.S. Holder does not provide the correct TIN or an adequate basis for exemption, such Holder may be subject to a \$50 penalty imposed by the IRS, and payments made with respect to the tendered Notes may be subject to backup withholding. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is timely furnished to the IRS.

Certain U.S. Holders (including among others corporations) are exempt recipients not subject to backup withholding requirements. To avoid possible erroneous backup withholding, exempt U.S. Holders while not required to file IRS Form W-9 should complete and return the IRS Form W-9 (checking the "Exempt" box on its face).

To prevent backup withholding, non-U.S. Holders should (i) submit a properly completed IRS Form W-8BEN, certifying under penalties of perjury to the holder's foreign status or (ii) otherwise establish an exemption.

11. Additional Information. The Company is subject to the reporting and other informational requirements of the Exchange Act and, in accordance therewith, files reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC located at 100 F Street, N.E., Washington D.C. 20549. Copies of such material can be obtained from the Public Reference Section of the SEC at prescribed rates. Such material may also be accessed electronically by means of the SEC's home page on the Internet at www.sec.gov.

The Company has filed with the SEC a Tender Offer Statement on Schedule TO, pursuant to Section 13(e) of the Exchange Act and Rule 13e-4 promulgated thereunder, furnishing certain information with respect to the Put Option. The Tender Offer Statement on Schedule TO, together with any exhibits and any amendments thereto, may be examined and copies may be obtained at the same places and in the same manner as set forth above.

The documents listed below (as such documents may be amended from time to time) contain important information about the Company and its financial condition.

- The Company's Annual Report on Form 10-K for the fiscal year ended June 30, 2009;
- All other reports filed pursuant to Sections 13, 14, or 15(d) of the Exchange Act since the end of the fiscal year covered by the Form 10-K mentioned above;
- All documents filed with the SEC by the Company pursuant to Sections 13, 14 and 15(d) of the Exchange Act subsequent to the date of this Company Notice and prior to 5:00 p.m., New York City time, on the Purchase Date; and

- The description of the Convertible Senior Subordinated Notes due 2024 contained in the Company's Registration Statement on Form S-3 filed with the SEC on January 27, 2005, as amended.

In the event of conflicting information in these documents, the information in the latest filed document should be considered correct. If a material change occurs in the information set forth in this Company Notice, we will amend the Schedule TO accordingly.

12. **No Solicitations.** The Company has not employed any persons to make solicitations or recommendations in connection with the Put Option.

13. **Definitions.** All capitalized terms used but not specifically defined in this Company Notice shall have the meanings given to such terms in the Indenture and the Notes.

14. **Conflicts.** In the event of any conflict between this Company Notice on the one hand and the terms of the Indenture or the Notes or any applicable laws on the other hand, the terms of the Indenture or the Notes or applicable laws, as the case may be, will control.

None of the Company or its board of directors or employees are making any recommendation to any Holder as to whether to surrender or refrain from surrendering Notes for repurchase pursuant to this Company Notice. Each Holder must make such Holder's own decision whether to surrender such Holder's Notes for repurchase and, if so, the principal amount of Notes to surrender based on their own assessment of current market value and other relevant factors.

SYNAPTICS INCORPORATED

ANNEX A

BOARD OF DIRECTORS AND EXECUTIVE OFFICERS

The following table sets forth information about our executive officers and board of directors as of October 27, 2009. To the best of our knowledge after making reasonable inquiry, none of our executive officers or board of directors has beneficial ownership in the Notes.

<u>Name</u>	<u>Position</u>
Thomas J. Tiernan	President and Chief Executive Officer
Kathleen A. Bayless	Chief Financial Officer, Secretary, and Treasurer
Gopal K. Garg	Senior Vice President, Corporate Marketing & Handheld Business
Russell J. Knittel	Executive Vice President
David B. Long	Vice President, World Wide Sales
Joseph D. Montalbo	Senior Vice President, Platform Research & Development
Mark N. Vena	Vice President, PC Business
Alex Wong	Vice President, World Wide Operations
Francis F. Lee	Chairman of the Board
Jeffrey D. Buchanan	Director
Nelson C. Chan	Director
Keith B. Geeslin	Director
Richard L. Sanquini	Director
James L. Whims	Director

The business address of each person set forth above is c/o Synaptics Incorporated, 3120 Scott Blvd., Santa Clara, California 95054 and such person's business telephone number is (408) 454-5100.

FORM OF HOLDER REPURCHASE NOTICE

CUSIP No: 87157DAA7 and 87157DAB5

If you wish to have the Notes repurchased by the Company pursuant to ARTICLE IV (Purchase at the Option of Holders on Specific Dates) of the Indenture, check the box: ARTICLE IV .

If the Notes are to be repurchased by the Company pursuant to ARTICLE IV of the Indenture, check the box for the applicable Repurchase Date: December 1, 2009 December 1, 2014 December 1, 2019 .

If you wish to have a portion of the Notes repurchased by the Company pursuant to ARTICLE IV of the Indenture, state the amount (in principal amount): \$ _____,000.00.

If certificated, the certificate numbers of the Notes to be delivered for repurchase are:

_____.

Any repurchase of the Notes pursuant hereto shall be pursuant to the terms and conditions specified in the Indenture.

Your Signature(s):

Date: _____
(Sign exactly as your name(s) appears on the Notes)

Signature Guaranteed

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

By: _____
Authorized Signatory

**FORM OF NOTICE OF WITHDRAWAL
OF SURRENDER OF
SYNAPTIC INCORPORATED
CONVERTIBLE SENIOR SUBORDINATED NOTES DUE 2024**

CUSIP No: 87157DAA7 and 87157DAB5

**Pursuant to the Company Notice to Holders
of 0.75% Convertible Senior Subordinated Notes due 2024
dated October 28, 2009**

This Notice of Withdrawal relates to the repurchase of Convertible Senior Subordinated Notes Due 2024 (each, a “Note” and, collectively, the “Notes”) of Synaptics Incorporated, a Delaware corporation (“Synaptics” or the “Company”), at the option of the holder thereof (the “Put Option”), pursuant to the terms and conditions specified in the Notes and as set forth in the Company Notice to Holders of 0.75% Convertible Senior Subordinated Notes due 2024 dated October 28, 2009 (the “Company Notice”) of Synaptics relating to the Put Option and the Indenture, dated as of December 7, 2004 (the “Indenture”), between Synaptics and American Stock Transfer & Trust Company, as trustee (the “Trustee”). Synaptics has appointed the Trustee as paying agent (the “Paying Agent”) in connection with the Notes.

To withdraw Notes that have been surrendered for payment, the registered holder must submit, and the Paying Agent must receive, this completed and signed Notice of Withdrawal no later than 5:00 p.m., New York City time, on Monday, November 30, 2009 (the “Withdrawal Date”). You bear the risk of untimely withdrawal of previously surrendered Notes. You must allow sufficient time for completion of the necessary procedures prior to 5:00 p.m., New York City time, on the Withdrawal Date.

The Paying Agent is:

American Stock Transfer & Trust Company, LLC
59 Maiden Lane
New York, New York 10038
Phone: 718-921-8317
Fax: 718-234-5001
Attn: Reorganization Department

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Company Notice and the accompanying Holder Repurchase Notice relating to Synaptics’ obligation to repurchase for cash, at the option of the holder thereof, \$1,000 for each \$1,000 of aggregate principal amount of the Notes, together with accrued but unpaid interest (including Contingent Interest and Additional Interest, if any (as defined in the Indenture)) thereon to, but not including, the Repurchase Date, subject to the terms and conditions of the Indenture and the Notes.

This Notice of Withdrawal is to be completed by registered holders of Notes desiring to withdraw Notes surrendered pursuant to the Put Option if delivery of such Notes has been previously made by book-entry transfer to the Paying Agent’s account at The Depository Trust Company (“DTC”) pursuant to the book-entry transfer procedures described under the caption “Procedures to be Followed by Holders Electing to Surrender Notes for Purchase” in the Company Notice. The Trustee has informed Synaptics that, as of the date of the Company Notice, all custodians and beneficial holders of the Notes held the Notes through DTC accounts and that there were no certificated Notes in non-global form. Accordingly, all Notes previously surrendered for repurchase must be withdrawn pursuant to the withdrawal procedures of DTC.

Ladies and Gentlemen:

The undersigned hereby withdraws the undersigned's surrender for repurchase to Synaptics of the Notes described below, which Notes were previously surrendered for repurchase pursuant to the Put Option.

The undersigned understands that the withdrawal of Notes previously surrendered for repurchase effected by this Notice of Withdrawal may not be rescinded and that such Notes will no longer be deemed to be validly surrendered for repurchase. Such withdrawn Notes may be resurrendered for repurchase only by following the procedures for surrendering set forth in the Company Notice and in the accompanying Holder Repurchase Notice.

All authority conferred or agreed to be conferred in this Notice of Withdrawal shall not be affected by and shall survive the death or incapacity of the undersigned, and every obligation of the undersigned under this Notice of Withdrawal shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy, and other legal representatives of the undersigned.

* * *

DESCRIPTION OF NOTES BEING WITHDRAWN

Name(s) and Address(es) of Registered Holder(s)(1) _____ Notes Being Withdrawn
(Attach additional signed list, if necessary)

Principal Amount Represented by Notes:
\$ _____,000.00

Total Amount Being Withdrawn:
\$ _____,000.00

(1) Exactly as such participant's name(s) and address(es) appear(s) on the security position listing of DTC.

METHOD OF DELIVERY

CHECK HERE IF THE NOTES WERE DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE PAYING AGENT WITH DTC AND COMPLETE THE FOLLOWING:

Name of Surrendering Institution: _____

DTC Account Number: _____

Contact Person: _____

Address: _____

Telephone (with international dialing code): _____

Facsimile (with international dialing code): _____

Date Surrendered: _____

Transaction Code Number: _____

SIGN HERE _____

(To Be Completed by All Registered Holders of Notes Being Withdrawn)

Must be signed by registered holder(s) exactly as name(s) appear(s) on a security position listing or by person(s) authorized to become registered holder(s) of the Notes by documents transmitted with this Notice of Withdrawal. If the signature is by an attorney-in-fact, executor, administrator, trustee, guardian, partner, officer of a corporation, or another party acting in a fiduciary or representative capacity, please set forth the signer's full title.

(Signature(s) of Registered Holder(s) or Authorized Signatory)

Date: _____, 2009

Name(s): _____
(Please Print)

Capacity: _____

Area Code(s) and Telephone Number(s): _____

(The Guarantee Below Must be Completed)

GUARANTEE OF SIGNATURE(S)

Authorized Signature: _____

Name: _____

Title: _____

Name of Eligible Institution: _____

Address: _____

Area Code and Telephone Number: _____

Date: _____, 2009

Form W-9
(Rev. October 2007)

Request for Taxpayer
Identification Number and Certification

Department of the Treasury
Internal Revenue Service

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Exempt payee
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) >
 Other (see instructions) >

Address (number, street, and apt, or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The Tin provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] []

or

Employer identification number
[] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person >	Date >
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting

a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident client for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents,

royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . . Interest and dividend payments Broker transactions	THEN the payment is exempt for . . . All exempt payees except for 9 Exempt payees 1 through 13. Also, a person registered under the investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Exempt payees 1 through 5 Generally, exempt payees 1 through 72

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for a EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:

1. Individual
2. Two or more individuals (joint account)

3. Custodian account of a minor (Uniform Gift to Minors Act)
4. a. The usual revocable savings trust (grantor is also trustee)
- b. So-called trust account that is not a legal or valid trust under state law
5. Sole proprietorship or disregarded entity owned by an individual

For this type of account:

6. Disregarded entity not owned by an individual
7. A valid trust, estate, or pension trust
8. Corporate or LLC electing corporate status on Form 8832
9. Association, club, religious, charitable, educational, or other tax-exempt organization
10. Partnership or multi-member LLC
11. A broker or registered nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments

Give name and SSN of:

- The individual
The actual owner of the account or, if combined funds, the first individual on the account ¹
The minor ²
The grantor-trustee ¹
The actual owner ¹
The owner ³

Give name and EIN of:

- The owner
Legal entity ⁴
The corporation
The organization
The partnership
The broker or nominee
The public entity

-
- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
 - ² Circle the minor's name and furnish the minor's SSN.
 - ³ You must show your individual name and you may also enter your business or "DBA" name on the second line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
 - ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

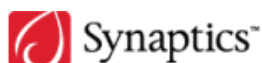
If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: span@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**For more information contact:**

Alex Wellins
The Blueshirt Group
415-217-7722
alex@blueshirtgroup.com

**Synaptics Announces Put Option for
0.75% Convertible Senior Subordinated Notes due 2024**

Santa Clara, CA — October 28, 2009 — Synaptics Incorporated (Nasdaq: SYNA) (“Synaptics”), a leading developer of human interface solutions for mobile computing, communications, and entertainment devices, today announced that it is notifying holders of its outstanding 0.75% Convertible Senior Subordinated Notes due 2024 (CUSIP No. 87157DAA7 and 87157DAB5) (the “Notes”) that they have an option, pursuant to the terms of the Notes, to require Synaptics to purchase, on December 1, 2009, all or a portion of such holders’ Notes (the “Put Option”) at a price equal to 100% of the aggregate principal amount of the Notes, plus any accrued and unpaid interest up to, but not including, December 1, 2009.

Synaptics will pay for the purchase price for the Notes solely with cash. If all outstanding Notes are surrendered for purchase pursuant to the Put Option, the aggregate cash purchase price, including accrued and unpaid interest, will be approximately \$65.5 million. Holders that do not surrender their Notes for purchase pursuant to the Put Option will maintain the right to convert their Notes, subject to the terms, conditions, and adjustments applicable to the Notes.

The opportunity to surrender Notes for purchase pursuant to the Put Option will terminate at 5:00 p.m., New York City time, on November 27, 2009. In order to exercise the applicable Put Option, a holder must follow the procedures set forth in the applicable notice to holders. Holders may withdraw any Notes previously surrendered for purchase at any time prior to 5:00 p.m., New York City time, on November 30, 2009.

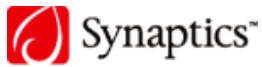
Synaptics will file a Tender Offer Statement on Schedule TO for the Notes with the Securities and Exchange Commission. In addition, documents specifying the terms, conditions, and procedures for surrendering and withdrawing Notes for purchase, including the notices to holders, will be available through The Depository Trust Company and the paying agent, which is American Stock Transfer & Trust Company. Neither Synaptics nor its board of directors or employees have made or are making any representation or recommendation as to whether or not any holder should surrender any Notes.

Questions regarding the Put Option may be directed to American Stock Transfer & Trust Company at (718) 921-8317.

This press release is for informational purposes only and is not an offer to purchase, or the solicitation of an offer to purchase, the Notes.

About Synaptics Incorporated

Synaptics is a leading developer of human interface solutions for mobile computing, communications, and entertainment devices. The Company creates interface solutions for a variety of devices including notebook PCs, PC peripherals, digital music players, and mobile phones. The TouchPad (TM), Synaptics’ flagship



product, is integrated into a majority of today's notebook computers. Consumer electronics and computing manufacturers use Synaptics' solutions to enrich the interaction between humans and intelligent devices through improved usability, functionality, and industrial design. The Company is headquartered in Santa Clara, California. www.synaptics.com

NOTE: Synaptics, TouchPad, and the Synaptics logo are trademarks of Synaptics in the United States and/or other countries.

Forward Looking Statements for Synaptics Incorporated

The statements contained in this report that are not purely historical are forward-looking statements within the meaning of applicable securities laws. Forward-looking statements include statements regarding our "expectations," "anticipation," "intentions," "beliefs," or "strategies" regarding the future, whether or not those words are used. Forward-looking statements also include statements regarding revenue, margins, expenses, and earnings analysis for fiscal 2010 and thereafter; technological innovations; products or product development, including their performance, market position, and potential; our product development strategies; competitive factors; potential acquisitions or strategic alliances; the success of particular product or marketing programs; the amounts of revenue generated as a result of sales to significant customers; and liquidity and anticipated cash needs and availability. All forward-looking statements included in this report are based on information available to us as of the filing date of this report, and we assume no obligation to update any such forward-looking statements. Our actual results could differ materially from the forward-looking statements. Additional information on these and other risk factors that could potentially affect the Company's financial results may be found in documents filed by the Company with the Securities and Exchange Commission, including the Company's current reports on Form 8-K, quarterly reports on Form 10-Q, and its latest annual report on Form 10-K.