

InterDigital, Inc.  
Form DEFA14A  
May 11, 2012

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 14A INFORMATION**

**Proxy Statement Pursuant to Section 14(a) of the**

**Securities Exchange Act of 1934**

**(Amendment No. )**

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2) )**
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material under §240.14a-12

**INTERDIGITAL, INC.**

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

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(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

.. Fee paid previously with preliminary materials.

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

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:



**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE**  
**SECURITIES EXCHANGE ACT OF 1934**

**DATE OF REPORT (Date of earliest event reported): May 9, 2012**

**InterDigital, Inc.**

(Exact name of registrant as specified in its charter)

**Pennsylvania**  
(State or other jurisdiction

of incorporation)

**1-33579**  
(Commission

File Number)

**23-1882087**  
(IRS Employer

Identification No.)

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781 Third Avenue, King of Prussia, Pennsylvania  
(Address of Principal Executive Offices)

19406-1409  
(Zip Code)

Registrant's telephone number, including area code: 610-878-7800

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(b) On May 10, 2012, InterDigital, Inc. ( InterDigital or the company ) announced that, effective May 9, 2012, Scott A. McQuilkin is no longer serving as Chief Financial Officer of the company. Mr. McQuilkin has assumed the newly created position of Senior Executive Vice President, Strategy and Finance, and will be responsible for overseeing the organization s strategy, corporate development and finance functions, including the company s strategic acquisitions, dispositions and partnerships, business planning and analysis, and risk management efforts. The terms of Mr. McQuilkin s employment agreement and the elements of his compensation remain unchanged.

(c) On May 10, 2012, the company announced that, effective May 9, 2012, Richard J. Brezski, 39, has been appointed as the company s new Chief Financial Officer. Mr. Brezski, who will initially report to Mr. McQuilkin, will be responsible for overseeing the organization s accounting, tax, treasury and purchasing functions, including the company s internal and external financial reporting and analysis. Mr. Brezski previously served as InterDigital s Vice President, Contoller and Treasurer and Chief Accounting Officer, where he was responsible for the company s internal and external financial reporting and analysis and tax, treasury and purchasing functions. Mr. Brezski joined the company in May 2003 as Director and Contoller. He was promoted to Senior Director in July 2006 and in January 2007 was appointed Chief Accounting Officer. In January 2009, Mr. Brezski was promoted to Vice President, Contoller and Chief Accounting Officer, and in March 2011 he was appointed to the additional post of Treasurer. Prior to joining InterDigital, Mr. Brezski served as an audit manager for PricewaterhouseCoopers LLP in its technology, information, communications and entertainment practice, where he provided business advisory and auditing services to product and service companies in the electronics, software and technology industries.

There is no arrangement or understanding between Mr. Brezski and any other persons pursuant to which Mr. Brezski was selected as an officer, and Mr. Brezski is not related to any officer or director of the company. There have been no transactions involving Mr. Brezski or his immediate family members that require disclosure pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934, as amended.

A copy of the press release announcing Mr. Brezski s appointment as Chief Financial Officer is attached as Exhibit 99.1 to this Current Report on Form 8-K.

On May 9, 2012, InterDigital and Mr. Brezski entered into an employment agreement (the Employment Agreement ) setting forth the terms and conditions of Mr. Brezski s service as the company s Chief Financial Officer.

Pursuant to the Employment Agreement, Mr. Brezski will receive the following components of compensation: (i) an annual base salary in the amount of \$275,000; (ii) a

target short-term incentive level of 45% of his base salary for 2012, as part of his continued participation in the company's Short-Term Incentive Plan ( STIP ); (iii) a target payout amount equal to 80% of his base salary, as part of his continued participation in the company's Long-Term Incentive Program ( LTCP ); and (iv) an award of 3,000 restricted stock units ( RSUs ) under the terms and conditions of InterDigital's 2009 Stock Incentive Plan, with a grant date of May 9, 2012, and vesting in three equal installments, with the first installment vesting immediately and the second and third installments vesting on the first and second anniversaries of the grant date, respectively.

Pursuant to the terms of the LTCP, Mr. Brezski's target payout amount of 80% of his base salary will be effective, as of May 2012, for the three-year LTCP cycle that began on January 1, 2012 (the 2012-2015 cycle ). Of this amount, 25% is paid in the form of time-based RSUs that vest at the end of the cycle and 75% is a performance-based award that is paid based on the company's achievement during the cycle period of a pre-approved goal established by the compensation committee of the board of directors of the company. In order to increase the time-based RSU portion of Mr. Brezski's LTCP award for the 2012-2015 cycle to his new target payout level, on May 9, 2012, he received a grant of 926 time-based RSUs. For the three-year LTCP cycles that began on January 1, 2010 and January 1, 2011, and for the first four months of the 2012-2015 cycle, Mr. Brezski's target payout amounts remain at 50% of his base salary as of such dates.

The Employment Agreement further provides that if Mr. Brezski is terminated without cause (as cause is defined in Section 9.1 of the Employment Agreement), and provided he executes the company's standard form separation agreement, he will be entitled to continue to receive his base salary, together with dental and health coverage under COBRA, for a period of twelve months. In addition, upon Mr. Brezski's separation of service with the company, the Employment Agreement provides that if any payment is made to Mr. Brezski that would constitute a payment of nonqualified deferred compensation pursuant to Section 409A of the Internal Revenue Code of 1986, as amended (the Code ), such payment shall be delayed until six months after the date of Mr. Brezski's separation from the company.

In addition, the Employment Agreement provides that if Mr. Brezski's employment is terminated by the company (other than for cause) within one year following a change of control (as change of control is defined in Section 9.4.4 of the Employment Agreement), provided he executes the company's standard form separation agreement, Mr. Brezski is entitled to receive a severance payment equal to two years of his base salary in effect on the date of the termination, dental and health coverage under COBRA for a period of eighteen months, and a payment equal to his target short-term incentive level under the STIP for the year of termination. In addition, upon a change of control all unvested equity awards will vest immediately in full and all long-term incentive awards will vest in accordance with the terms of the LTCP.

In the event that the payments made to Mr. Brezski upon termination constitute parachute payments within the meaning of Section 280G of the Code that would

subject him to the excise tax imposed by Section 4999 of the Code, the Employment Agreement provides that either (i) the payments will be reduced to such lesser amount that would result in no amount being subject to excise tax or (ii) the payments will be made in full, whichever produces the larger after-tax net benefit to Mr. Brezski.

Finally, the Employment Agreement subjects Mr. Brezski to a covenant not to compete.

A copy of the Employment Agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing description of the Employment Agreement is not complete and is qualified in its entirety by reference to the full text of the agreement.

Mr. Brezski will remain a party to the company's form of indemnity agreement, filed with the Securities and Exchange Commission (the SEC) as Exhibit 10.47 to the Quarterly Report on Form 10-Q of InterDigital Communications Corporation for the quarter ended March 31, 2003, and the company's form of assignment and assumption of indemnity agreement filed with the SEC as Exhibit 10.90 to the company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007.

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

(d) Exhibits.

Exhibit No.	Description
10.1	Employment Agreement dated as of May 9, 2012 by and between InterDigital, Inc. and Richard Brezski.
99.1	InterDigital, Inc. press release dated May 10, 2012.



**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**INTERDIGITAL, INC.**

By: /s/ Jannie K. Lau  
Jannie K. Lau  
Deputy General Counsel and Assistant Secretary

Dated: May 11, 2012

**EXHIBIT INDEX**

Exhibit No.	Description
10.1	Employment Agreement dated as of May 9, 2012 by and between InterDigital, Inc. and Richard Brezski.
99.1	InterDigital, Inc. press release dated May 10, 2012.

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is effective this 9<sup>th</sup> day of May, 2012, by and between Richard Brezski, a Pennsylvania resident (the Employee ), and InterDigital, Inc. a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the Company ).

The parties agree as follows:

1. **Offer.** The Company has offered Employee an increase to his base salary as set forth in Section 5 below and Employee hereby accepts such increase and the position as Chief Financial Officer of the Company effective May 9, 2012. Such position will continue at-will, subject to sections 4 and 9 below (the Term ).

2. **Duties.**

2.1 **Position.** Employee is employed as the Chief Financial Officer and shall have the duties and responsibilities assigned by Company as may be reasonably assigned from time to time. Employee shall perform faithfully and diligently all duties assigned to Employee in service of the Company and/or any and all past, present or future parent and/or subsidiaries and their respective and/or affiliated entities ( Related Entities ). Company reserves the right to modify Employee s position and duties at any time in its sole and absolute discretion.

2.2 **Diligent Efforts/Full-Time.** Employee will expend Employee s diligent efforts on behalf of Company, and will abide by all policies and decisions made by Company, as well as applicable federal, state and local laws, regulations or ordinances. Employee will act in the best interest of Company at all times. Employee shall devote Employee s full business time and efforts to the performance of Employee s assigned duties for Company.

3. **Other Business Activities.** During the Term, Employee will not, without the prior written consent of the Company, engage in any other business activities or pursuits whatsoever, except activities in connection with any charitable or civic activities, personal investments and serving as an executor, trustee or in other fiduciary capacity; provided however, that such activities do not interfere with his performance of his responsibilities and obligations pursuant to this Agreement.

4. **At-Will Relationship.** Employee s employment with Company is at-will and not for any specified period and may be terminated at any time, with or without cause, by either Employee or Company, subject to Section 9 below and its subparts. No representative of Company, other than the Chief Executive Officer has the authority to alter the at-will employment relationship. Any change to the at-will employment relationship must be by specific, written agreement signed by Employee and the Chief Executive Officer. Nothing in this Agreement is intended to or should be construed to contradict, modify or alter this at-will relationship.

5. **Compensation.**

5.1 **Base Salary.** As compensation for Employee s performance of Employee s duties hereunder, Company shall pay to Employee, a base salary of \$275,000 per

year effective as of May 9, 2012, payable in accordance with the normal payroll practices of Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions ( Base Salary ).

5.2 Short-Term Incentive Plan. Employee shall be eligible to participate in the Company s Short-Term Incentive Plan, as amended from time to time (the Incentive Plan ), on terms and conditions no less favorable than those provided generally to the other Company senior and executive officers so long as the same may be in effect. For the Year 2012, Employee shall have a target bonus level of 45% of his Base Salary under the Incentive Plan. The bonus shall be subject to the terms of the Incentive Plan, as amended from time to time.

5.3 Long Term Compensation Plan. Employee shall be eligible to participate in the Company s Long Term Compensation Program as it may be amended from time to time for so long as the same may be in effect ( Program ). Employee s level of participation in the Program shall be 80% of annual base salary effective for the cycles starting as of 2012, pursuant to the terms and conditions of the Program. In the event of termination, as described below in Section 9 and its subparts, Employee s eligibility for payments or awards will be governed by the terms and conditions of the Program.

5.4 Stock. In exchange for this new position, Employee shall be awarded 3,000 Restricted Stock Units under the terms and conditions of the Company s 2009 Stock Incentive Plan ( 2009 Plan ) effective May 9, 2012. Subject to such terms and conditions of the 2009 Plan and the form of award agreement evidencing the grant, the Restricted Stock Units shall vest as follows:

May 9, 2012	1,000 shares
May 9, 2013	1,000 shares
May 9, 2014	1,000 shares

5.5 Section 409A Compliance. If any payment(s) to Employee under the terms of this Agreement or plans is determined to constitute a payment of nonqualified deferred compensation for purposes of Section 409A of the Code payable on account of a separation from service (as defined under Section 409A of the Code) that is not exempt from Section 409A of the Code as involuntary separation pay or a short-term deferral (or otherwise), such payment(s) shall be delayed until the date that is six months after the date of Employee s separation from service with the Company (or, if sooner, the date of Employee s death), if and only to the extent necessary to comply with the special rule for certain specified employees set forth in Code Section 409A(a)(2)(B)(i). Upon the expiration of the period described in the preceding sentence, all payments and benefits delayed pursuant to this section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum without interest, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a separation from service within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references

to a termination, termination of employment or like terms shall mean separation from service. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, all such payments shall be made on or before the last day of calendar year following the calendar year in which the expense occurred. Each payment made under this Agreement shall be treated as a separate payment within the meaning of Section 409A.

6. **Benefits.** Employee shall be eligible for all customary and usual fringe benefits generally available to similarly situated employees of the Company subject to the terms and conditions of Company's benefit plan documents. Company reserves the right to change or eliminate the fringe benefits on a prospective basis, at any time, effective upon notice to Employee.

7. **Confidentiality and Proprietary Rights.** Employee executed the Company's Nondisclosure and Assignment of Ideas Agreement, as amended from time to time, as a condition of his employment, which is incorporated herein by reference.

8. **Covenants.** The Employee shall not, during the Term and thereafter for the Restricted Period (as defined below), do any of the following, directly or indirectly, without the prior written consent of the Company:

8.1 engage or participate in (as owner, stockholder, lender, partner, co-venturer, director, officer, employee, agent consultant or otherwise) any business directly competitive with the Company's business, as conducted during the Term with respect to any period during the Term, or upon the termination of Employee's employment hereunder with respect to any period thereafter;

8.2 become interested in (as owner, stockholder, lender, partner, co-venturer, director, officer, employee, agent, consultant or otherwise) any person, firm, corporation, association or other entity engaged in any business that is directly competitive with the business of the Company, as conducted during the Term with respect to any period during the Term, or upon the termination of Employee's employment hereunder with respect to any period thereafter, or become interested in (as owner, stockholder, lender, partner, co-venturer, director, officer, employee, agent, consultant or otherwise) any portion of the business of any person, firm, corporation, association or other entity where such portion of such business is competitive with the business of the Company, as conducted during the Term with respect to any period during the Term, or upon the termination of Employee's employment hereunder with respect to any period thereafter;

8.3 influence or attempt to influence any licensee, strategic partner, supplier, or customer of the Company or potential licensee, strategic partner, supplier or customer of the Company to terminate or modify any written or oral agreement or course of dealing with the Company; or

8.4 influence or attempt to influence any person or entity to either (i) terminate or modify their employment, consulting, agency, distributorship or other arrangement with the Company, or (ii) employ or retain, or arrange to have any other person or entity employ

or retain, any person or entity that has been employed or retained by the Company as an employee, consultant, agent or distributor of the Company at any time during the twelve (12) month period immediately preceding the termination of Employee's employment hereunder.

For purposes of this Agreement, the Restricted Period shall constitute (as applicable) (i) the period, if any, that Employee shall receive severance as set forth in Section 9.2 hereof, (ii) in the event Employee's employment hereunder is terminated for Cause pursuant to Section 9.1 hereof, a period of one (1) year following such termination, or (iii) in the event that Employee terminates this Agreement pursuant to Section 9.3, so long as the Company voluntarily pays severance (in the form of base salary continuation) to Employee (which the Company shall be under no obligation to do), for the period that Employee shall receive such severance, but in no event for a period longer than one (1) year. In the case of (iii) above, Employee's termination notice shall specify the name of any employer that Employee intends to accept employment with and the nature of the proposed position. Company shall render its decision whether or not to enforce the Restricted Period and notify Employee thereof within thirty (30) days of Employee's notice of termination to Company.

An activity shall be deemed directly competitive when there is a reasonable likelihood based on Employee's actual possession (whether or not in tangible form) of technical information, trade secrets or confidential information of the Company or their respective business associates, the activity prohibited would result in the use of such technical or trade secret or confidential information.

Notwithstanding the foregoing, nothing herein shall prevent Employee from holding less than one percent (1%) of the outstanding securities of any class of any publicly traded securities of a company that is engaged in activities referenced in Section 8.1 hereof.

9. **Termination.** Employee's employment hereunder may be terminated during the Term upon the occurrence of any one of the events described in this Section 9. Upon termination, Employee shall be entitled only to such compensation and benefits as described in this Section 9.

9.1 **Termination for Cause by Company.** Although Company anticipates a mutually rewarding employment relationship with Employee, Company may terminate Employee employment immediately at any time for Cause. For purposes of this Agreement, Cause is defined as (a) acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations or otherwise relating to the business of Company; (b) Employee's material breach of this Agreement or Company's Nondisclosure and Assignment of Ideas Agreement; (c) Employee's conviction or entry of a plea of nolo contendere for fraud, misappropriation or embezzlement, or any felony or crime of moral turpitude; or (d) Employee's willful neglect of duties as determined in the sole and exclusive discretion of the Board of Directors. In the event Employee's employment is terminated in accordance with this subsection, Employee shall be entitled to receive only the Base Salary then in effect, prorated to the date of termination, and any accrued but unused vacation ( Standard Entitlements ). All other Company obligations to Employee pursuant to this Agreement will become automatically terminated and completely extinguished. Employee will not be entitled to receive the Severance Payment described in subsections 9.2.1 or 9.4.1 below.

9.2 Termination Without Cause by Company/Severance. Company may terminate Employee's employment under this Agreement without Cause at any time on thirty (30) days' advance written notice to Employee. In the event of such termination, Employee will receive the Standard Entitlements, and a severance package as described in subsection 9.2.1 below, provided Employee complies with the conditions described in subsection 9.2.2 below. All other Company obligations to Employee will be automatically terminated and completely extinguished.

9.2.1 Severance Package. If Employee's employment is terminated by Company pursuant to this subsection 9.2 Employee shall be entitled to: (a) a severance payment equivalent to twelve (12) months of the Base Salary then in effect on the date of termination; and (b) continued payments by the Company of the premiums required to continue Employee's group health care coverage for twelve (12) months, under the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ( "COBRA" ), provided that Employee elects to continue and remains eligible for these benefits under COBRA, and does not become eligible for health coverage through another employer during this period. The severance payment and COBRA payment will be paid in installments in accordance with the regular payroll schedule of Company commencing on the first payroll date next following or coincident with the 60<sup>th</sup> day following the termination of employment, provided the separation agreement, as described in section 9.2.2 below, becomes effective and irrevocable in accordance with its terms.

9.2.2 Conditions to Receive Severance Package. In order to receive the severance package described in subsection 9.2.1 above, Employee must: (i) comply with all surviving provisions of this Agreement as specified in subsection 11 below; and (ii) execute a separation agreement in a form acceptable to Company, including a full general release, releasing all claims, known or unknown, that Employee may have against Company arising out of or in any way related to Employee's employment or termination of employment with Company.

9.3 Voluntary Resignation by Employee. Employee may voluntarily resign Employee's position with Company at any time on thirty (30) days' advance written notice. In the event of Employee's resignation, Employee will be entitled to receive only the Base Salary then in effect for the thirty-day notice period, accrued but unused vacation, and no other amount. All other Company obligations to Employee pursuant to this Agreement will become automatically terminated and completely extinguished. In addition, Employee will not be entitled to receive the severance payment described in subsection 9.2 above or 9.4 below.

9.4 Termination Upon a Change of Control.

9.4.1 Severance Package. If Employee's employment is terminated by Company within twelve (12) months after a Change of Control (as that term is defined below), other than for Cause (as defined in subsection 9.1 above), Employee shall be entitled to: (a) a severance payment equivalent to twenty-four (24) months of the Base Salary then in effect on the date of termination; (b) continued payments by the Company of the premiums required to continue Employee's group health care coverage for eighteen (18) months, under the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ( "COBRA" ), provided that Employee elects to continue and remains eligible for these benefits under COBRA,

and does not become eligible for health coverage through another employer during this period; and (c) a payment equivalent to Employee's target bonus level under the Incentive Plan for the year of termination. The severance payment will be paid on the 60<sup>th</sup> day following the termination of employment, provided the separation agreement, described in section 9.4.2 below, has become effective and irrevocable in accordance with its terms, except that the COBRA payment described in subsection (b) above will be paid in installments according to the regular payroll schedule of Company commencing on the first payroll date next following or coincident with the 60<sup>th</sup> day following the termination of employment provided the separation agreement has become effective and irrevocable.

9.4.2 Conditions to Receive Severance Package. In order to receive the severance package described in subsection 9.4.1 above, Employee must: (i) comply with all surviving provisions of this Agreement as specified in subsection 11 below; and (ii) execute a separation agreement in a form acceptable to Company, including a full general release, releasing all claims, known or unknown, that Employee may have against Company arising out of or any way related to Employee's employment or termination of employment with Company.

9.4.3 280G. In the event that the benefits provided under subsection 9.4.1 or otherwise to Employee would constitute parachute payments within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the Code) that would subject Employee to the excise tax imposed by Section 4999 of the Code, then either (i) the payment under Section 9.4.1 shall be reduced to such lesser amount that would result in no amount being subject to excise tax under Section 4999 of the Code, or (ii) the payments hereunder shall be made in full, whichever produces the larger net after-tax benefit for Employee.

9.4.4 Change of Control. A Change of Control is defined as any one of the following occurrences:

(a) Any person (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the Exchange Act)), other than a trustee or other fiduciary holding securities of Company under an employee benefit plan of Company, becomes the beneficial owner (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of the securities of Company representing more than 50% of (A) the outstanding shares of common stock of Company or (B) the combined voting power of the Company's then-outstanding securities; or

(b) the sale or disposition of all or substantially all of Company's assets (or any transaction having similar effect is consummated); or

(c) Company is party to a merger or consolidation that results in the holders of voting securities of Company outstanding immediately prior thereto failing to continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of Company or such surviving entity outstanding immediately after such merger or consolidation; or

(d) the dissolution or liquidation of Company.



10. Other Agreements. Employee represents and warrants to the Company that:

10.1 There are no restrictions, agreements or understandings whatsoever to which Employee is a party which would prevent or make unlawful Employee's execution of this Agreement or Employee's employment hereunder, or which are or would be inconsistent or in conflict with this Agreement or Employee's employment hereunder, or would prevent, limit or impair in any way the performance by Employee of his obligations hereunder;

10.2 Employee's execution of this Agreement and Employee's employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Employee is a party or by which Employee is bound; and

10.3 Employee is free to execute this Agreement and to enter into the employ of the Company pursuant to the provisions set forth herein.

11. Survival of Provisions. Sections 3 ( Other Business Activities ), 5.5 ( 409A Compliance ), 7 ( Confidentiality and Proprietary Rights ), 8 ( Covenants ) 9 ( Termination ), and 12 ( General Provisions ) of this Agreement shall survive Employee's Employment by Company.

12. General Provisions.

12.1 Successors and Assigns. The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon the successors, assigns and Related Entities of Company. Employee shall not be entitled to assign any of Employee's rights or obligations under this Agreement.

12.2 Notice. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below, or such other address as either party may specify in writing:

If to Employee:

Richard Brezski

12 Long Meadow Road

Royersford PA 19468

If to Company:

InterDigital, Inc.

781 Third Avenue

King of Prussia, Pennsylvania 19406

Attention: Chief Executive Officer

12.3 Entire Agreement: Amendments. This Agreement, including Company's Nondisclosure and Assignment of Ideas Agreement, as amended from time to time, incorporated herein by reference, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This Agreement supersedes and terminates Employee's Change of Control Agreement, as amended and restated dated July 3, 2007. This Agreement may be amended or modified only with the written consent of Employee and the Chief Executive Officer. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

12.4 Waiver. Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

12.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania without reference to conflict of laws principles. Each party consents to the jurisdiction and venue of the U.S. District Court of the Eastern District of Pennsylvania, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in the Commonwealth of Pennsylvania.

12.6 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision of this Agreement, and such provision(s) shall be deemed modified to the extent necessary to make it enforceable.

12.7 Section Headings. The section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

\* \* \* \*

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

**EMPLOYEE**

Dated: 5/9/12

/s/ Richard J. Brezski  
Richard Brezski

**INTERDIGITAL, INC.**

Dated: 5/9/12

By: /s/ William J. Merritt  
William J. Merritt  
Chief Executive Officer

News Release

**INTERDIGITAL ANNOUNCES ENHANCEMENT OF SENIOR MANAGEMENT TEAM**

*Scott A. McQuilkin, Chief Financial Officer since 2007, Assumes Leadership of Corporate Strategy and Finance Group*

*Richard J. Brezski, InterDigital's Controller since 2003, Named Chief Financial Officer*

**KING OF PRUSSIA, PA** May 10, 2012 InterDigital, Inc. (NASDAQ: IDCC) today announced a realignment of responsibilities within the company's executive management team. Scott A. McQuilkin, who has served as the company's Chief Financial Officer since 2007, will expand his role to oversee InterDigital's strategic efforts to broaden the company's operating model through new licensing opportunities, patent sales, and partnerships. In addition, Mr. McQuilkin will lead the company's corporate development and finance teams. In this elevated role, his title will be Senior Executive Vice President, Strategy and Finance.

Richard J. Brezski, who joined InterDigital in 2003 as the company's Controller and was appointed Chief Accounting Officer in 2007, was named Chief Financial Officer of the company.

This move underscores the tremendous capabilities that both Scott and Rich have brought to their roles, and is intended to help our company further leverage their contributions toward achieving its long-term revenue targets. By expanding Rich's mandate, we're freeing Scott to focus on revenue enhancement outside of our traditional terminal unit licensing business to include patent sales and licensing joint ventures, strategic planning, business analysis, and targeted corporate development, functions that will be critical in driving our performance going forward," said William J. Merritt, President and Chief Executive Officer of InterDigital.

Mr. McQuilkin joined InterDigital as Chief Financial Officer in 2007 with over 25 years of senior-level experience in financial management with public and privately held companies in the high tech and financial services sectors. Prior to InterDigital, Mr. McQuilkin served as Chief Financial Officer for Metavante Lending Solutions, a high-growth technology firm providing business process automation to the financial services industry. Mr. McQuilkin had joined GHR Systems, which subsequently was acquired by Metavante Corporation, in 2000 as Chief Financial Officer. Mr. McQuilkin earned a Master of Business Administration from The Wharton School and a Bachelor of Science from Pennsylvania State University.

Mr. Brezski joined InterDigital as Controller in 2003 and was appointed Chief Accounting Officer in 2007. Prior to joining InterDigital, Mr. Brezski served as an audit manager for PricewaterhouseCoopers LLP in the firm's technology, information, communications, and entertainment practice, where he provided business advisory and auditing services to product and service companies in the electronics, software, and technology industries. Mr. Brezski earned a Bachelor of Science in Accountancy from Villanova University and an Executive Master of Business Administration from Hofstra University.

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**About InterDigital®**

InterDigital develops fundamental wireless technologies that are at the core of mobile devices, networks, and services worldwide. We solve many of the industry's most critical and complex technical challenges, inventing solutions for more efficient broadband networks and a richer multimedia experience years ahead of market deployment. InterDigital has licenses and strategic relationships with many of the world's leading wireless companies.

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For more information, visit: [www.interdigital.com](http://www.interdigital.com).

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