

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Proxim Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

Citizenship (see guidelines)

Execution Date(s) July 30, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Warburg Pincus Private Equity
VIII, L.P.

Internal
Address:

Street Address: 466 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10017

- ☐ Association Citizenship
☐ General Partnership Citizenship
☒ Limited Partnership Citizenship Delaware
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

75/491,892

B. Trademark Registration No.(s)

2,636,924

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Emily Luskin Schonbraun

Internal Address:

Willkie Farr & Gallagher, L.L.P.

Street Address: 787 Seventh Avenue

City: New York

State: New York Zip: 10019

Phone Number: (212) 728-8771

Fax Number: (212) 728-8111

Email Address: eschonbraun@willkie.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$390

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

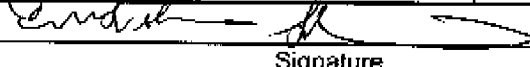
8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 232405

Authorized User Name

9. Signature:



Signature

August 3, 2004

Date

Emily Luskin Schonbraun

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700103206

TRADEMARK
REEL: 002907 FRAME: 0725

CH \$390.00 232406 76491892

Schedule A**Trademarks**

DESCRIPTION	COUNTRY	REGISTRATION/ APPLICATION NUMBER	APPLICATION DATE	REGISTRATION DATE
GOCONNECT	US	2,636,924	2/28/01	10/15/02
LYNX	US	2,417,123	7/13/99	1/2/01
PROXIM	US	2,704,087	1/16/02	4/8/03
RANGELINK (Stylized)	US	2,169,849	5/22/95	6/30/98
RANGELAN	Japan	3297568	8/24/94	4/25/97
RANGELAN2	Japan	3297569	8/24/94	4/25/97
RANGELAN	US	1,774,639	1/6/92	6/1/93
STRATUM	US	2,462,360	1/21/99	6/19/01
SYMPHONY	Australia	779389	11/25/98	11/25/98
SYMPHONY	Japan	4588348	11/27/98	7/19/02
SYMPHONY	US	75/491,892	5/28/98	N/A
THE CAPACITY TO DO GREAT THINGS	US	76/346,636	12/6/01	N/A
TSUNAMI	US	75/621,586	1/15/99	N/A
TSUNAMI QUICKBRIDGE	US	78/143,534	7/12/02	N/A
WAVESPAN	US	2,061,395	6/17/96	5/13/97
WM (Stylized)	US	1,298,505	3/25/83	10/2/84
WM (Stylized)	US	2,076,271	8/31/95	7/1/97
WM WESTERN MULTIPLEX CORPORATION (Stylized)	US	1,317,724	3/24/83	2/5/85
WM WESTERN MULTIPLEX CORPORATION (Stylized)	US	2,067,842	8/13/95	6/3/97

EXECUTION VERSION**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 30, 2004, is entered into by PROXIM CORPORATION (the "Grantor") in favor of WARBURG PINCUS PRIVATE EQUITY VIII, L.P., as collateral agent for the Noteholders (in such capacity, the "Collateral Agent"), for the benefit of the Noteholders and the Collateral Agent. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of July 30, 2004, among the Grantor, the Collateral Agent and the Noteholders (for the purposes of agreeing to and accepting the provisions set forth in Article X and Article XI therein) (the "Pledge and Security Agreement").

WHEREAS, in conjunction with the Purchase Agreement, the Grantor, the Collateral Agent and the Purchasers are entering into the Pledge and Security Agreement for the purpose of, among other things, granting liens on and security interests in the Collateral provided for therein as security for the full, prompt and complete payment and performance when due of the Note Obligations;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor is granting a security interest to the Collateral Agent for the benefit of the Noteholders and the Collateral Agent in the Collateral, including the Trademarks (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

1. **Grant of Security Interest**

(a) As security for the prompt and complete payment and performance in full when due of all the Note Obligations, the Grantor hereby grants, pledges, assigns and transfers to the Collateral Agent, for its benefit and the benefit of the Noteholders, a continuing security interest in and continuing lien on all of the right, title, and interest of the Grantor in the Trademarks, whether now owned or existing or hereafter acquired or arising, and wherever located.

(b) For purposes of this Agreement, "Trademarks" shall mean all of the Grantor's right, title and interest in and to (a) all registered and unregistered trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, slogans, certification marks, collective marks and other source or business identifiers, designs and general intangibles of a like nature and the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to on Schedule A, (b) all renewals or extensions thereof, and (c) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

(c) Schedule A hereto contains a true and accurate list of all registrations and applications for the Trademarks.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Pledge and Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. The exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, in the Pledge and Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent, of any or all other rights, powers or remedies.

2. Intercreditor Agreement Controls

The rights and obligations of the parties hereto are subject to the provisions of the Intercreditor Agreement, and in the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and the provisions of this Agreement or any of the other Collateral Documents, the provisions of the Intercreditor Agreement shall control.

3. Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement. Notwithstanding the foregoing, the Grantor authorizes the Collateral Agent, upon notice to the Grantor, to modify this Agreement in the name of and on behalf of the Grantor without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by the Grantor. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Collateral Agent from time to time to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Pledge and Security Agreement.

4. Termination of Agreement

(a) At the earlier of the (i) date the Note Obligations shall have been paid in cash and otherwise performed in full and (ii) date all of the Notes are exchanged upon the closing of a Qualified Transaction pursuant to the Purchase Agreement, this Agreement shall terminate and the Trademarks shall be released from the liens created hereby (all without delivery of any instrument or performance of any act by any party), and all rights to the Trademarks shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

(b) If any of the Trademarks shall be sold, transferred or otherwise disposed of by the Grantor in a manner permitted by the Collateral Documents, the Collateral Agent at the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably requested for the release of the liens created hereby on such Trademarks.

(c) This Agreement, the other Collateral Documents and the security interests granted herein shall remain in full force and effect and continue to be effective if at any time payment and performance of the Note Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by the Collateral Agent or any Noteholder, whether as a "voidable preference," "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Note Obligations and the security interests granted herein shall be reinstated and the Note Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned.

5. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantor and the Collateral Agent and their successors and assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent.

6. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

PROXIM CORPORATION

By: _____

Name: _____

Title: _____

WARBURG PINCUS PRIVATE EQUITY VIII,
L.P. as Collateral Agent

By: WARBURG, PINCUS & CO.
its General Partner

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)
) SS:
COUNTY OF SANTA CLARA

On this 30 day of July, 2004, before me personally appeared Michael D. Angel, to me personally known, who, being duly sworn, did say that he/she is the VP & CFO of Proxim Corporation and that he/she duly executed the foregoing instrument for and on behalf of Proxim Corporation, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 30 day of July, 2004.



[Signature]
Notary Public

STATE OF)
) SS:
COUNTY OF)

On this ____ day of July, 2004, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he/she is the _____ of Warburg Pincus Private Equity VIII, L.P. and that he/she duly executed the foregoing instrument for and on behalf of Warburg Pincus Private Equity VIII, L.P., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this ____ day of July, 2004.

Notary Public

STATE OF)
) SS:
COUNTY OF)

On this ____ day of July, 2004, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he/she is the _____ of Proxim Corporation and that he/she duly executed the foregoing instrument for and on behalf of Proxim Corporation, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this ____ day of July, 2004.

Notary Public

STATE OF)
) SS:
COUNTY OF)

On this 29 day of July, 2004, before me personally appeared Jeffrey Harris, to me personally known, who, being duly sworn, did say that he/she is the Partner of Warburg Pincus Private Equity VIII, L.P. and that he/she duly executed the foregoing instrument for and on behalf of Warburg Pincus Private Equity VIII, L.P., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 29 day of July, 2004.

Joy Sewell
Notary Public

JOY SEWELL
Notary Public, State of New York
No. 01SE6084442
Qualified in Queens County
Commission Expires Dec. 2, 2006

FROM WILLKIE FARR 37 FAX DEPT.
WILLKIE FARR & GALLAGHER LLP

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TO: Mail Stop Assignment
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Fax No.: 703-306-5995
City:

Telephone No.: 703-308-9723
State:

Trademark Registration Numbers

2,636,924
2,417,123
2,704,087
2,169,849
1,774,639
2,462,360
2,061,395
1,298,505
2,076,271
1,317,724
2,067,842

Trademark Application Numbers

75/491,892
76/346,636
75/621,586
78/143,534

04 AUG -3 P 3:50

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TRADEMARK

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