

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE: | 07/18/2005 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|-----------------------|
| Proxim Corporation | | 07/18/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------|
| Name: | Stun Acquisition Corporation |
| Street Address: | 2115 O'Nel Drive |
| City: | San Jose |
| State/Country: | CALIFORNIA |
| Postal Code: | 95131 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------|
| Registration Number: | 2636924 | GOCONNECT |
| Registration Number: | 2417123 | LYNX |
| Registration Number: | 2553679 | ORINOCO |
| Registration Number: | 2704087 | PROXIM |
| Registration Number: | 2462360 | STRATUM |
| Registration Number: | 2779756 | TSUNAMI |
| Serial Number: | 78143534 | TSUNAMI QUICKBRIDGE |

CORRESPONDENCE DATA

Fax Number: (415)576-0300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303.571.4000
 Email: denverteas@townsend.com
 Correspondent Name: Stephen F. Jewett

CH \$190.00 2636924

Address Line 1: Two Embarcadero Center, Eighth Floor
Address Line 4: San Francisco, CALIFORNIA 94111

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 26153-006700 |
| NAME OF SUBMITTER: | Stephen F. Jewett |
| Signature: | /sfj/ |
| Date: | 12/22/2005 |

Total Attachments: 11
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source=proxim_final#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated July 27, 2005 (the "*Assignment*") is by and between Proxim Corporation, Proxim Wireless Networks, Inc. and Proxim International Holdings, Inc., each a Delaware corporation (collectively, "*Assignors*"), and Stun Acquisition Corporation ("*Assignee*"), a Delaware corporation and wholly-owned subsidiary of YDI Wireless, Inc. Each capitalized term used but not defined herein shall have the meaning ascribed to such term in that Asset Purchase Agreement, dated as of July 18, 2005, between the Assignors and Assignee (the "*Asset Purchase Agreement*").

WITNESSETH

WHEREAS, Assignors and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignors have agreed to sell, transfer and assign to Assignee, and Assignee has agreed to accept and assume from Assignors, the Purchased Assets, including the Intellectual Property (as defined in Section 4.8(a)(i) of the Asset Purchase Agreement); and

WHEREAS, this Assignment is entered into in connection with the Assignors' issuance of a Bill of Sale and Assignment in order to provide to Assignee a recordable instrument and to supplement and perfect the transfer of the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby irrevocably sell, assign, transfer, convey, set over, and deliver, and cause the Transferred Subsidiaries and, as applicable pursuant to the terms of the Asset Purchase Agreement, their other subsidiaries and affiliates irrevocably to sell, assign, transfer, convey, set over, and deliver to Assignee, in perpetuity and throughout the world, the entire right, title, and interest in and to any and all of the Intellectual Property, including, without limitation the patents, patent applications, copyrights, registered copyrights, trademarks, trademark applications and any and all other intellectual property of the Assignors, including, without limitation, all claims for damages by reason of any past infringement of such Intellectual Property and the right to sue for and recover damages for any past, present or future infringement of such Intellectual Property, said Intellectual Property to be held and enjoyed by Assignee or its designee(s) as entirely as the same would have been held and enjoyed by the Assignors and, as applicable, the Transferred Subsidiaries and other subsidiaries or affiliates of Assignors had this sale, assignment and transfer not been made. Assignors acknowledge that neither Assignors nor, as applicable, the Transferred Subsidiaries and other subsidiaries or affiliates of Assignors, shall have any further right, title or interest in or to any of the Intellectual Property, including without limitation any licenses to any Intellectual Property, and that any further modification, improvement or invention by Assignee based on or in connection with the Intellectual Property shall be solely owned by Assignee.

Assignors do hereby further agree and promise to execute all instruments and render all such assistance as Assignee may request in order to make and prosecute any and all applications on said Intellectual Property or to confirm in Assignee or its designee(s) legal

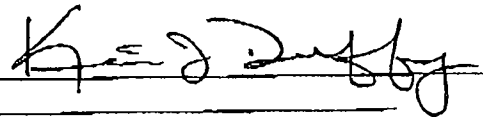
title to said Intellectual Property and all rights attendant or pertinent to said Intellectual Property.

Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution, in Assignors' names and steads, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignors hereby declare that the foregoing power is coupled with an interest and as such is irrevocable.

This Assignment shall be governed and construed in accordance with the laws of the State of California, without regard to the applicable principles of conflict of laws.

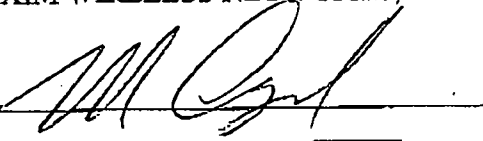
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

PROXIM CORPORATION

By: 

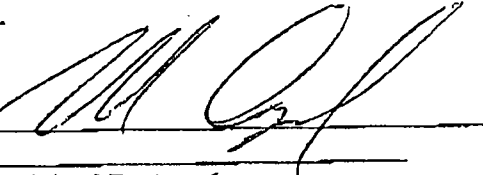
Kevin J. Duffy,
President and Chief Executive Officer

PROXIM WIRELESS NETWORKS, INC.

By: 

Michael D. Angel,
President

PROXIM INTERNATIONAL HOLDINGS,
INC.

By: 

Michael D. Angel,
President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

ACKNOWLEDGED AND
ACCEPTED:

STUN ACQUISITION CORPORATION

By: _____


Robert E. Fitzgerald,
Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*") is entered into as of July 18, 2005 (the "*Signing Date*"), between TERABEAM WIRELESS, the business name of YDI Wireless, Inc., a Delaware corporation ("*Purchaser*") and PROXIM CORPORATION, a Delaware corporation ("*Parent*"), PROXIM WIRELESS NETWORKS, INC., a Delaware corporation ("*PWC*"), and PROXIM INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("*PIH*") and together with Parent and PWC, "*Proxim*" or "*Sellers*").

PRELIMINARY STATEMENTS

- A. Sellers have commenced chapter 11 cases in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*") (such cases, the "*Chapter 11 Cases*") and currently are operating as debtors in possession under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "*Bankruptcy Code*");
- B. Subject to the approval of the Bankruptcy Court, Sellers desire to sell to Purchaser, and Purchaser desires to purchase from Sellers, certain of Sellers' assets, all upon the terms and subject to the conditions set forth in this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Sellers, intending to be legally bound, hereby agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITY

1.1. Purchase and Sale of Assets.

Pursuant to Sections 363 and 365 of the Bankruptcy Code and the Sale Order (as such term is defined in Section 9.3(a) hereof) and subject to the terms and conditions and in reliance upon the representations and warranties contained in this Agreement, at the Closing (as such term is defined in Section 3.1 hereof), Sellers shall sell, transfer and assign to Purchaser, and Purchaser shall purchase and assume from Sellers, all of Sellers' right, title and interest in, to and under the assets, properties and rights listed in this Section 1.1, wherever located, free and clear of any and all liens (including but not limited to any and all "*liens*" as defined in Bankruptcy Code § 101(37)) ("*Liens*"), claims (including but not limited to any and all "*claims*" as defined in Bankruptcy Code § 101(5) and the Cure Amounts (as such term is defined in Section 1.4 hereof) to be paid by Sellers in accordance with Section 1.4 (together, "*Claims*"), mortgages, deeds of trust, guarantees, security agreements, security interests, pledges, options, hypothecations, charges, obligations, rights, restrictions, interests and encumbrances in or with respect to any of the following assets, properties or rights (including without limitation any

options or rights to purchase such property and any mechanic's or tax liens or any restrictions, limitations or claims of infringement on the use of any computer program embedded in any portion of the following assets which constitutes goods, as that term is defined in § 9102(44) of the Revised Uniform Commercial Code and any supporting information provided in connection with the goods (collectively, "**Goods**") relating to the program if (i) the program is associated with such goods in such a manner that it customarily is considered part of such goods, or (ii) as the owner of such goods, Sellers acquired the right to use the program in connection with such goods, whether arising prior to or subsequent to the filing of Sellers' Chapter 11 petitions), whether imposed by agreement, understanding, law, equity or otherwise (together, the "**Other Rights**") (Liens, Claims and Other Rights are defined herein collectively as "**Encumbrances**"), but excluding (y) the Excluded Assets (as such term is defined in Section 1.2 hereof), and (z) Encumbrances that do not have a material adverse impact upon the Purchased Assets (as defined herein) and the Business (as defined below) (it being agreed by the parties that Encumbrances arising from the filing by the United States of America Federal Trade Commission (the "**FTC**") of its objection motion, dated July 18, 2005, in the Chapter 11 Cases and the possible granting by the Bankruptcy Court of the relief requested in that motion shall not be deemed to have such a material adverse impact) for the period commencing on the Commencement Date (as defined in Section 4 below) through the Closing Date (such assets, properties and rights, collectively, the "**Purchased Assets**"):

(a) All fixed assets, machinery, equipment, development equipment, test equipment, tools, furniture, fixtures, computers, printers, computer disks and other computer storage devices, computer software, supplies, spare and replacement parts (collectively, the "**Fixed Assets**") and Goods, including, without limitation, those Fixed Assets and Goods listed on Schedule 1.1(a) hereto;

(b) All customer and supplier lists and all other information as to sources of supply and relationships with suppliers, vendors and customers (collectively, the "**Customers and Suppliers**");

(c) Originals or copies of all books, records, correspondence, files, manuals, drawings, diagrams, computer programs, data, personnel files for Transferred Employees (as defined in Section 11.2(a) hereof) and other documentation directly relating to the business of Proxim (the "**Business**") or the Purchased Assets or the Assumed Liabilities, reasonably required by Purchaser (other than attorney-client privileged materials insofar as they are not directly related to any of the Intellectual Property to enable the continuity of legal representation in connection with the Intellectual Property) and files of non-Transferred Employees and other books and records not directly related to the Purchased Assets, the Assumed Liabilities assets being sold to Purchaser or the Business (collectively, the "**Records**");

(d) Subject to Section 2.2(c) below, all claims and rights under those executory contracts and unexpired leases to which any of Sellers is a party (as an original party or through assignment made prior to or on the Closing Date) to the extent such contracts can be assumed and assigned under applicable law, and which Sellers and Purchaser have mutually agreed to have Sellers assume and assign to Purchaser pursuant to Section 365 of the Bankruptcy Code, all of which are listed on Schedule 1.1(d) hereto, *provided, however*, such Schedule may

be amended at any time by Purchaser from the Signing Date through and including the Closing (collectively, the "**Assumed Contracts**");

(e) All artwork and other graphic media used in, or related to, the Business;

(f) All Intellectual Property (as defined in Section 4.8(a)(i)).

(g) All investments in and securities of the subsidiaries listed on Schedule 1.1(g) hereto (collectively, the "**Transferred Subsidiaries**") and all investments in third parties, including any rights to purchase securities in such third parties (collectively, "**Transferred Third Party Investments**"), which such Transferred Subsidiaries and Transferred Third Party Investments are listed on Schedule 1.1(g) hereto, provided, however, such Schedule may be amended at any time by Purchaser from the Signing Date through and including the Closing but that the amendment of Schedule 1.1(g) after the Signing Date shall not alter the definition of Transferred Subsidiaries for the purposes of any other provision of this Agreement;

(h) All inventory, including (i) finished goods inventory, (ii) raw materials, (iii) accessories, (iv) supplies, and (v) work in process (collectively, "**Inventory**"), including without limitation the Inventory listed on Schedule 1.1(h);

(i) All pre-paid deposits for (i) trade show attendance, (ii) equipment leases that are Assumed Contracts, (iii) real estate leases that are Assumed Contracts, (iv) memberships, (v) software maintenance and licensing contracts to which Sellers are a party, and (vi) all other Assumed Contracts (collectively, the "**Pre-Paid Deposits**"), including without limitation the Pre-Paid Deposits on Schedule 1.1(i);

(j) All rights of Sellers under express or implied manufacturer warranties related to any of the Goods or Fixed Assets being sold to Purchaser and described in Section 1.1(a) hereof;

(k) All accounts receivable of Sellers, including any claims or actions with respect thereto (the "**Accounts Receivable**");

(l) To the extent allowable by law, all rights or causes of action arising out of occurrences before or after the Closing Date and related to any portion of the Business or the Purchased Assets, including third party warranties and guarantees and all related claims, credits, insurance claims, rights of recovery and set-off and other similar contractual rights, as to third parties held by or in favor of Sellers and arising out of, resulting from or relating to the Business or the Purchased Assets (collectively, "**Other Claims**");

(m) All accounts, deposit accounts, security deposits, cash, and restricted cash for security for letters of credit and other obligations owed to Winthrop Financial Services in the sum of approximately \$1,500,000, investment securities and other cash equivalents held by Sellers and general intangibles of Sellers, including but not limited to letter of credit rights and payment intangibles, including promissory notes and all other payment or performance obligations and instruments in favor of Sellers (collectively, "**Accounts and General Intangibles**"), including the Accounts and General Intangibles listed on Schedule 1.1(m);

affecting the value or use of such property; (v) liens arising under this Agreement; (vi) liens in favor of Silicon Valley Bank arising pursuant to the Loan and Security Agreement, dated December 27, 2002, as amended from time to time; (vii) liens securing obligations under a capital lease if such liens do not extend to property other than the property leased under such capital lease, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (viii) liens upon any equipment to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (ix) liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods; (x) liens in favor of a bank or securities intermediary with respect to fees and similar charges, whether arising by law or by contract; (xi) liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; (xii) the Warburg Group Liens (as such term is defined in the order approving the DIP Financing); and (xiii) Encumbrances that do not have a material adverse impact upon the Purchased Assets and the Business for the period commencing on the Commencement Date.

4.8. Intellectual Property.

(a) For purposes of this Agreement:

(i) “*Intellectual Property*” means all Intellectual Property Rights of Sellers and the Transferred Subsidiaries.

(ii) “*Products*” means all products of Sellers made commercially available by Sellers at the Closing Date.

(iii) “*Technology*” means collectively, all designs, formulas, algorithms, procedures, techniques, ideas, know-how, Software (whether in source code, object code or human readable form), databases and data collections, Internet websites and web content, tools, inventions (whether patentable or unpatentable and whether or not reduced to practice), invention disclosures, developments, creations, improvements, works of authorship, other similar materials and all recordings, graphs, drawings, reports, analyses, other writings and any other embodiment of the above, in any form or media, whether or not specifically listed herein, and all related technology, documentation and other materials used in, incorporated in, embodied in or displayed by any of the foregoing, or used or useful in the design, development, reproduction, maintenance or modification of any of the foregoing necessary for the conduct of the business of Sellers or any of their subsidiaries, presently conducted.

(iv) “*Intellectual Property Rights*” shall mean all of the rights arising from or in respect of the following, whether protected, created or arising under the Laws of the United States or any foreign jurisdiction: (A) patents, patent applications, any reissues, reexaminations, divisionals, continuations, continuations-in-part and extensions thereof (collectively, “*Patents*”); (B) trademarks, service marks, trade names (whether registered or unregistered), service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain names, identifying symbols, logos, emblems, signs or insignia, and including all goodwill associated

with the foregoing (collectively, "**Marks**"); (C) copyrights, whether registered or unregistered (including copyrights in computer software programs), mask work rights and registrations and applications therefore (collectively, "**Copyrights**"); (D) trade secrets in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Copyrights or Patents (collectively, "**Trade Secrets**"); and (E) all applications, registrations and permits related to any of the foregoing clauses (A) through (D).

(v) "**Publicly Available Software**" means any open source or free Software (including any Software licensed pursuant to a GNU public license) or other Software, in each case that requires as a condition of use, modification or distribution that other Software incorporated into, derived from or distributed with such Software (a) be disclosed or distributed in source code form, (b) be licensed for the purpose of making derivative works or (c) be redistributable at no charge.

(vi) "**Software**" means computer programs, including any and all software implementations of algorithms, models and methodologies whether in source code, object code or other form, databases and compilations, including any and all data and collections of data, descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing and all documentation, including user manuals and training materials related to any of the foregoing.

(b) With respect to the representations and warranties in this Section and except as otherwise noted, Intellectual Property means all Intellectual Property Rights of Sellers and the Transferred Subsidiaries used in the Products, or necessary for the conduct of the business of Sellers or the Transferred Subsidiaries, as presently conducted.

(c) Section 4.8(c) of the Disclosure Schedule sets forth an accurate and complete list of all Patents, registered Marks, pending applications for registrations of any Marks and any unregistered Marks, registered Copyrights and pending applications for registration of any Copyrights owned or filed by Sellers or any of their subsidiaries. Section 4.8(c) of the Disclosure Schedule lists the record owner of each such Intellectual Property Right, the jurisdictions in which each such Intellectual Property Right has been issued or registered or in which any application for such issuance and registration has been filed, and any proceedings or actions before any court, tribunal relating to any such Intellectual Property Right.

(d) With respect to the Intellectual Property, all necessary registration, maintenance and renewal fees currently due in connection with such material items of Intellectual Property have been paid and all necessary documents and certificates in connection with such material items of Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Intellectual Property.

(e) Except as set forth in Section 4.8(e) to the Disclosure Schedule, the Intellectual Property owned by Sellers will be fully transferable to Purchaser and the Material Contracts pursuant to which any of Sellers has licensed Intellectual Property to Sellers, or any of them, will be fully assumable by Purchaser, without restriction and without payment of any kind to any

DISCLOSURE SCHEDULE

The following is the "Disclosure Schedule" identified and defined in Section 4 of that certain Asset Purchase Agreement, dated as of June 10, 2005 (the "Agreement") between Moseley Associates, Inc., a California corporation ("Purchaser"), Proxim Corporation, a Delaware Corporation ("Parent"), Proxim Wireless Networks, Inc. ("PWN"), and Proxim International Holdings, Inc. ("PIH" and together with Parent and PWN "Sellers").

Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Agreement. Matters set forth in this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes, and do not necessarily include other matters of a similar nature. Nothing in the Agreement or herein constitutes an admission that any information disclosed, set forth or incorporated by reference herein or in the Agreement is material, constitutes a Material Adverse Effect or is otherwise required by the terms of the Agreement to be so disclosed, set forth or incorporated by reference.

The information in this Disclosure Schedule is not intended to constitute, and shall not be construed as constituting, representations or warranties of the Sellers except as and to the extent provided in the Agreement. All descriptions of documents contained herein are qualified in their entirety by reference to the documents so described.

The Company does not assume any responsibility to any person that is not a party to the Agreement for the form or accuracy of any information herein. The information was not prepared or disclosed with a view to its potential disclosure to others. Subject to applicable law, this information is disclosed in confidence for the purposes contemplated in the Agreement.

ATTACHMENT B
PROXIM TRADEMARKS

| TRADEMARK | COUNTRY | CLASS(ES) | APPL. FILING DATE | NOREG ISSUE DATE | NO. STATUS |
|-----------|---------|-----------|----------------------|---------------------|------------|
| GOCONNECT | US | 35 | 76/218308 | 2636924 | Registered |
| | | | 02/28/2001 | 10/15/2002 | |
| LYNX | US | 009 | 75/748922 | 2417123 | Registered |
| | | | 07/13/1999 | 01/02/2001 | |

| | | | | | |
|---------|----|---|------------|------------|------------|
| ORINOCO | US | 9 | 75/920029 | 2553679 | Registered |
| | | | 03/26/2002 | 03/26/2002 | |

| TRADEMARK | COUNTRY | CLASS(ES) | APPL. FILING DATE | NO REG ISSUE DATE | NO STATUS |
|-----------|---------|-----------|-------------------|-------------------|-----------|
|-----------|---------|-----------|-------------------|-------------------|-----------|

| | | | | | |
|------------------------|----|---|-------------------------|-----------------------|---------------------|
| PROXIM | US | 9 | 76/359909 01/16/2002 | 2704087 04/08/2003 | Registered |
| STRATUM | US | 9 | 75/624813 01/21/1999 | 2462360 06/19/2001 | Registered |
| TSUNAMI | US | 9 | 75/621586 01/15/1999 | 2779756 11/04/2003 | Registered |
| TSUNAMI QUICKBRIDGE | US | 9 | 78/143534 07/12/2002 | | Pending (Suspended) |

AGERE SYSTEMS, INC.