

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DragonWave Inc.		03/31/2005	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	Suite 2210, SouthTower
Internal Address:	Royal Bank Plaza, PO Box 61
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2J2
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77110840	AIRPAIR
Registration Number:	3606664	HORIZON
Registration Number:	3503574	DRAGONWAVE

CORRESPONDENCE DATA

Fax Number: (416)865-7048
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4168657152
 Email: sharon.groom@mcmillan.ca
 Correspondent Name: Sharon Groom
 Address Line 1: 181 Bay St., Suite 4400
 Address Line 4: Toronto, CANADA M5J 2T3

ATTORNEY DOCKET NUMBER:	93160
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DOMESTIC REPRESENTATIVE

OP \$90.00 77110840

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Sharon Groom
Signature:	/SharonGroom/
Date:	09/14/2009

Total Attachments: 14
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GENERAL SECURITY AGREEMENT

1. As general and continuing security for the payment and performance of the Obligations (as defined below) **DragonWave Inc.**, a corporation incorporated under the laws of Canada, (the "**Company**") for valuable consideration and subject to the exceptions provided in this Section 1 below, grants, assigns, transfers, sets over, grants a security interest, mortgages and charges to Comerica Bank, in its capacity as a banking corporation under the laws of Michigan and as an authorized foreign bank under the *Bank Act* (Canada) (together with its successors and assigns being referred to collectively herein as the "**Secured Party**"), as and by way of a fixed and specific mortgage, charge of and security interest in all of the present and after-acquired personal property of the Company, including without limitation, assets, property and undertaking of the kinds hereinafter described (collectively, the "**Collateral**"):

- (a) all goods comprising the inventory of the Company, including but not limited to goods held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in progress or materials used or consumed in a business or profession or finished goods (hereinafter sometimes collectively referred to as "**Inventory**");
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property (hereinafter sometimes collectively referred to as "**Equipment**");
- (c) all Computer Hardware and Software Collateral and all computer software, in object code or source code form or otherwise, and all leases, licences and intellectual property rights, including but not limited to copyrights, in respect thereof;
- (d) all accounts, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Company and all claims of any kind which the Company now has or may hereafter have, including but not limited to claims against the Crown and claims under insurance policies (hereinafter sometimes collectively referred to together with intangibles and the Collateral described in paragraphs 1(f) and (j) as "**Receivables**");
- (e) the Intellectual Property Collateral;
- (f) all chattel paper;
- (g) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (h) all instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities;
- (i) all rights, contracts (including, without limitation, rights and interests arising thereunder or subject thereto), instruments, agreements, licences, permits, consents, leases, policies, approvals, performance bonds, purchase orders, plans and

specifications all of which may or may not be personal property but may be rights which the Company has interests in, all as may be amended, modified, supplemented, replaced or restated from time to time;

- (j) all intangibles, including but not limited to all money, cheques, deposit accounts, letters of credit, advances of credit and goodwill;
- (k) with respect to the property described in paragraphs 1(a) to (j) inclusive, all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (l) with respect to the property described in paragraphs 1(a) to (k) inclusive, all substitutions and replacements thereof and increases, additions and accessions thereto; and
- (m) with respect to the property described in paragraphs 1(a) to (l) inclusive, all proceeds therefrom including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security;

provided, however, the security interest created shall not charge, encumber, create a lien upon or otherwise mortgage any consumer goods which the Company may own. In this Agreement, the words "account", "goods", "consumer goods", "inventory", "equipment", "chattel paper", "document of title", "instrument", "securities", "intangible" and "accessions" shall have the same meanings as their defined meanings in the *Personal Property Security Act* (Ontario), as amended from time to time (the "PPSA"), and "Collateral" means the Collateral or any part thereof.

Notwithstanding any other term or provision of this Agreement, the said mortgage, charge and security interest shall not extend or apply to:

- (i) the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Company but should such mortgage, charge and security interest become enforceable, the Company shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term or the part thereof mortgaged and charged in the course of any enforcement of the said mortgage, charge and security or any realization of the subject matter thereof; or
- (ii) any agreement, right, franchise, licence or permit (for the purpose of this paragraph, the "contractual rights") to which the Company is a party or which the Company has the benefit to the extent that the creation of the security therein would constitute a breach of the terms of or permit any person to terminate the contractual rights or otherwise constitute a breach of or violation under any existing law, statute or regulation to which the Company is subject provided that any such agreement, right, franchise,

licence or permit will be held in trust by the Company for the benefit of the Secured Party.

2. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein which are not otherwise defined shall have the meanings provided in the Loan Agreement, and in this Agreement:

- (a) **"Agreement"** means this agreement as the same may hereafter be amended or supplemented from time to time;
- (b) **"Computer Hardware and Software Collateral"** means:
 - (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;
 - (ii) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by the Company, designed for use on the computers and electronic data processing hardware described in clause (i) above;
 - (iii) all firmware associated therewith;
 - (iv) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (i) through (iii); and
 - (v) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licences, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (c) **"Copyright Collateral"** means:
 - (i) all copyrights (including without limitation copyrights for semi-conductor chip product mask works and all integrated circuit topography) of the Company, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, and all applications for registration thereof, whether pending or in preparation, and all copyrights resulting from such applications;
 - (ii) all extensions and renewals of any thereof;

- (iii) all copyright licences and other agreements providing the Company with the right to use any of the items of the type referred to in clauses (i) and (ii);
 - (iv) the right to sue for past, present and future infringements of any of the Copyright Collateral referred to in clauses (i) and (ii) and, to the extent applicable, clause (iii); and
 - (v) all proceeds of the foregoing, including, without limitation, licences, royalties, income, payments, claims, damages and proceeds of suit;
- (d) **"Loan Agreement"** means the loan agreement dated as of even date herewith among the Company and DragonWave Corp., as borrowers, and the Secured Party, as lender, as the same may be amended, modified, supplemented, restated or replaced from time to time;
- (e) **"Intellectual Property Collateral"** means, collectively, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral;
- (f) **"Obligations"** means all of the present and future indebtedness, liabilities and obligations of the Company of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency, whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization of the Company, whether or not allowed or allowable as a claim in any such case, proceeding or other action) to the Secured Party under, in connection with, relating to or with respect to the Loan Agreement, and any unpaid balance thereof;
- (g) **"Patent Collateral"** means:
- (i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;
 - (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the items described in clause (i);
 - (iii) all patent licences and other agreements providing the Company with the right to use any of the items of the type referred to in clauses (i) and (ii);
 - (iv) the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent licence; and
 - (v) all proceeds of, and rights associated with, the foregoing (including licence royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world;

(h) **"Trademark Collateral"** means:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (i) being collectively called a **"Trademark"**), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Canadian Trademarks Office or in any office or agency of Canada or any Province thereof or any foreign country, and all reissues, extensions or renewals thereof;
- (ii) all Trademark licences and other agreements providing the Company with the right to use any items of the type described in clause (i), including each Trademark licence referred to in Item B of Schedule I attached hereto, if any;
- (iii) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (i);
- (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and
- (v) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in Item A and Item B of Schedule I attached hereto, if any, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licence and all rights corresponding thereto throughout the world;

- (i) **"Trade Secrets Collateral"** means all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by the Company against disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of the Company (all of the foregoing being collectively called a **"Trade Secret"**), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licences, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret licence.

3. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all Obligations.

4. The Company hereby represents and warrants to the Secured Party that:
- (a) all of the Collateral is free and clear of all Liens, except for Permitted Liens;
 - (b) the security interest created by this Agreement, once properly perfected in accordance with applicable law, will be a valid first priority security interest in the Collateral, subject to Permitted Liens; and
 - (c) except for the filings and registrations necessary to perfect the security interests created herein, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the grant by the Company of the security interest granted hereby in the Collateral or for the execution, delivery and performance of this Agreement by the Company.
5. The Company hereby agrees that, so long as any portion of the Obligations shall remain unpaid, the Company will comply with or perform, or cause to be complied with or performed, the following obligations:
- (a) the Company shall, upon request by the Secured Party, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be necessary and reasonably requested by the Secured Party to give effect to the intent of this Agreement;
 - (b) upon the request of the Secured Party, the Company shall deliver to the Secured Party possession of all originals of all negotiable documents, instruments and chattel paper owned or held by the Company (duly endorsed in blank, if requested by the Secured Party);
 - (c) if an Event of Default shall have occurred, at the written direction of the Secured Party and to the extent permitted by law, all proceeds of Collateral received by the Company following receipt of such written direction shall be delivered in kind to the Secured Party for deposit to a deposit account (the "Collateral Account") of the Company maintained with the Secured Party, and the Company shall hold all such proceeds in express trust for the benefit of the Secured Party until delivery thereof is made to the Secured Party. No funds, other than proceeds of Collateral, will be deposited in the Collateral Account;
 - (d) following the Secured Party's exercise of the remedy provided for in paragraph 5(c) hereof, the Secured Party shall have the right to apply any amount held in the Collateral Account in accordance therewith to the payment of any Obligations which are due and payable or payable upon demand. The Secured Party may at any time transfer to the Company's general demand deposit accounts any or all of the collected funds in the Collateral Account; provided, however, that any such transfer shall not be deemed to be a waiver or modification of the Secured Party's rights under this Section;

- (e) at the request of the Secured Party, the Company shall execute and deliver to the Secured Party any document required to acknowledge or register or perfect the Secured Party's interest in any part of the Intellectual Property Collateral;
- (f) the Company shall take all reasonable steps to defend the title to the Collateral against all persons and shall, upon reasonable demand by the Secured Party, furnish further assurance of title and execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement; and
- (g) the Company shall ensure that the representations and warranties set forth in paragraph 4 hereof will be true and correct at all times.

6. The Company will maintain or cause to be maintained with reputable insurance companies insurance with respect to the Collateral against such casualties and contingencies and of such types and in such amounts as are required under the Loan Agreement.

7. The Company shall not create or suffer to exist any Lien upon any of the Collateral to secure any indebtedness or liabilities of any Person, except for the security interest created by this Agreement and except for Permitted Liens.

8. Following the occurrence of an Event of Default that is continuing and has not been waived and the Secured Party having given written notice thereof to the Company, the Secured Party may notify any parties obligated on any of the Collateral to make any payment to the Secured Party of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby and (i) upon written request of the Secured Party, the Company will, at its own expense, notify any parties obligated on any of the Collateral to make any payment to the Secured Party of any amounts due or to become due thereunder and (ii) any payment or other proceeds received by the Company from any party obligated on any of the Collateral must be held by the Company in trust for the Secured Party and paid over to the Secured Party on request.

9. The Company agrees that, forthwith upon request by the Secured Party, from time to time at its own expense, the Company will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and reasonably requested by the Secured Party in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies in accordance with the terms hereof with respect to any Collateral. Without limiting the generality of the foregoing, the Company will:

- (a) if reasonably requested by the Secured Party, mark conspicuously each chattel paper included in the Receivables and each related contract with a legend, in form and substance satisfactory to the Secured Party, indicating that such document, chattel paper or related contract is subject to the security interest granted hereby;
- (b) if reasonably requested by the Secured Party, if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document or chattel paper, deliver and pledge to the Secured Party hereunder such promissory note, instrument,

negotiable document or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Secured Party;

- (c) execute and file such financing or financing change statements, or amendments thereto, and such other instruments or notices (including, without limitation, any assignment of claim form or other formality under or pursuant to the *Financial Administration Act* (Canada) or similar provincial or territorial legislation), as may be necessary and reasonably requested by the Secured Party in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Secured Party hereby; and
- (d) furnish to the Secured Party, from time to time at the Secured Party's reasonable request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

With respect to the foregoing and the grant of the security interest hereunder, the Company hereby authorizes the Secured Party to file one or more financing or financing change statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Company where permitted by law. The Secured Party shall provide a copy of such statement to the Company together with details of registration thereof. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

10. Unless an Event of Default has occurred, the Company may use the Collateral in any lawful manner not inconsistent with this Agreement or the Loan Agreement; and the Secured Party and its representatives shall have the right to inspect the operations of the Company, its books and records and the Collateral in the manner and at the times set out in the Loan Agreement.

11. Upon the occurrence of an Event of Default, the Secured Party may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and, following the occurrence of and during the continuance of an Event of Default, will be entitled but not bound or required to exercise any of the rights that any holder of such securities may at any time have, but the Secured Party shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limit for the exercise thereof.

12. Upon the Company's failure to perform any of its duties hereunder, following the occurrence of and during the continuance of an Event of Default, the Secured Party may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Company shall pay to the Secured Party, forthwith upon written demand therefor, an amount equal to the reasonable costs, fees and expenses incurred by the Secured Party in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate or rates set out in the Loan Agreement.

13. Upon the occurrence of an Event of Default, the security hereby granted shall immediately become enforceable and the Secured Party may, in its sole discretion, forthwith or at any time thereafter:

- (a) declare any or all of the Obligations not then due and payable to be immediately due and payable and, in such event, such Obligations shall be forthwith due and payable to the Secured Party without presentment protest or notice of dishonour;
- (b) commence legal action to enforce payment or performance of the Obligations;
- (c) require the Company to disclose to the Secured Party the location or locations of the Collateral and the Company agrees to make such disclosure when so required by the Secured Party;
- (d) require the Company, at the Company's reasonable expense, to assemble the Collateral and deliver or make the Collateral available at a place or places designated by the Secured Party to the Company that is reasonably convenient for the Company, and the Company agrees to so assemble, deliver or make available the Collateral;
- (e) enter any premises where the Collateral may be situate and take possession of the Collateral by any method permitted by law;
- (f) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Company or otherwise and take such steps as they reasonably consider necessary to maintain, preserve or protect the Collateral;
- (g) seize, collect, realize or dispose of the Collateral in a commercially reasonable manner, including by private sale, public sale, lease or otherwise deal with the Collateral or any part thereof;
- (h) carry on all or any part of the business or businesses of the Company and may, to the exclusion of all others, enter upon, occupy and use all or any of such premises, buildings, plant, undertaking and other property of or used by the Company as part of or for such time and in such manner as the Secured Party see fit, free of charge, and the Secured Party shall not be liable to the Company for any act, omission, or negligence, other than gross negligence or wilful misconduct, in so doing or for any rent, charges, depreciation, damages or other amount in connection therewith or resulting therefrom and any sums expended by the Secured Party shall bear interest at the rate or rates set out in the Loan Agreement;
- (i) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Company;
- (j) borrow money for the purpose of carrying on the business of the Company or for the maintenance, preservation or protection of the Collateral and mortgage, charge,

pledge or grant a security interest in the Collateral, whether or not in priority to the security created herein, to secure repayment of any money so borrowed;

- (k) where the Collateral has been disposed of by the Secured Party as provided in paragraph 13(g), commence legal action against the Company for any deficiency;
- (l) pay or discharge any Lien claims by any person, firm or corporation in the Collateral and the amount so paid shall be added to the Obligations and secured hereby and shall bear interest at the highest rate of interest charged by the Secured Party at that time in respect of any of the Obligations until payment thereof.

14. Where required to do so by the PPSA or other applicable law, the Secured Party shall give to the Company the written notice required by the PPSA or other applicable law of any intended disposition of the Collateral.

15. Any notice or communication to be given under this Agreement to the Company or the Secured Party shall be effective if given in accordance with the provisions of the Loan Agreement as to the giving of notice to each, and the Company and the Secured Party may change their respective address for notices in accordance with the said provisions.

16. If the Secured Party is entitled to exercise its rights and remedies in accordance with Paragraph 13 hereof, the Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Secured Party and appoint another in his stead; and any such receiver appointed by instrument in writing shall have powers of the Secured Party set out in subparagraphs 13(b) to (e), including, without limitation, the power (a) to take possession of the Collateral, (b) to carry on the business of the Company, (c) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Company on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine; provided that, to the extent permitted and in the manner prescribed by law any such receiver shall be deemed the agent of the Company and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such receiver.

17. Any proceeds of any disposition of any Collateral may be applied by the Secured Party to the payment of reasonable expenses incurred in connection with retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including solicitor's fees on a solicitor-client basis and legal expenses and any other expenses), and any balance of such proceeds may be applied by the Secured Party towards the payment of the Obligations in such order of application as the Secured Party may from time to time elect subject to the provisions of the Loan Agreement. All such expenses and all amounts borrowed on the security of the Collateral under paragraphs 13 and 16 hereof shall bear interest at the rate or rates set out in the Loan Agreement. If the disposition of the Collateral fails to satisfy the Obligations and the expenses incurred by the Secured Party, the Company shall be liable to pay any deficiency to the Secured Party on demand.

18. The Company and the Secured Party further agree that:
- (a) the Company shall not be discharged by an extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest upon the full payment of the Obligations including reasonable charges, expenses, fees, costs and interest;
 - (b) any failure by the Secured Party to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations;
 - (c) all rights of the Secured Party hereunder shall be assignable to the extent permitted under the Loan Agreement;
 - (d) the security interest created by this Agreement is intended to attach when this Agreement is signed by the Company with respect to all items of Collateral in which the Company has rights at that moment, and shall attach to all other Collateral immediately upon the Company acquiring any rights therein; and
 - (e) value has been given.
19. The Company acknowledges having received an executed copy of this Agreement.
20. The Company hereby irrevocably constitutes and appoints the Secured Party and each of its officers holding office from time to time as the true and lawful attorney of the Company with power of substitution in the name of the Company, such appointment to become effective upon the occurrence of an Event of Default, to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Secured Party, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the proceeds, including, without limitation:
- (a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;
 - (b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;
 - (c) to file any claims or take any action or institute any proceedings which the Secured Party may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral; and
 - (d) to perform the affirmative obligations of the Company hereunder.

The Company hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this paragraph is irrevocable (until termination of the security interest hereunder) and coupled with an interest. The Company hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this paragraph.

21. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty on the Secured Party to exercise any such powers. Except for reasonable care of any Collateral in its possession, the accounting for moneys actually received by it hereunder and any other duties under this Agreement or any applicable laws, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

22. All rights of the Secured Party hereunder shall enure to the benefit of its respective successors and permitted assigns, provided that no Secured Party shall be entitled to transfer or assign any of its right, title or interest in, to, or arising under this Security Agreement except in accordance with the provisions governing assignment contained in the Loan Agreement and all obligations of the Company hereunder shall bind the Company and its successors and assigns.


23. The Company acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the security interest created hereby (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation, such that the term the "Company" when used herein would apply to each of the amalgamating corporations and the amalgamated corporation and (ii) shall secure the "Obligations" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to the Secured Party at the time of amalgamation and any "Obligations" of the amalgamated corporation to the Secured Party thereafter arising. The security interest shall attach to the additional "Collateral" at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

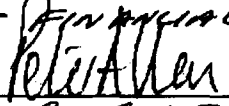
24. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

25. In the event of any conflict between the provisions hereunder and the provisions of the Loan Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Loan Agreement shall prevail and the provisions of this Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Company is expressly permitted under the Loan Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Loan Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Loan Agreement does not expressly relieve the Company from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Loan Agreement.

IN WITNESS WHEREOF the Company has caused this Agreement to be executed
by its officer thereunto duly authorized as of the 31st day of March, 2005.

DRAGONWAVE INC.

Per: 
Name: RUSSELL FREDERICK
Title: CHIEF FINANCIAL OFFICER

Per: 
Name: PETER ALLEN
Title: CHIEF EXECUTIVE OFFICER

SCHEDULE I
to
GENERAL SECURITY AGREEMENT

Item A. Trademarks

Registered Trademarks

Pending Trademark Applications

Trademark Applications in Preparation

Item B. Trademark Licences