11-07-2003

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Form PTO-1595 (Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-4-03

Proxim Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

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

Internal Address:

Street Address: 466 Lexington Avenue

City: New York State: NY Zip: 10017

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other Amended and Restated Patent Security Agreement

Execution Date: 10/21/2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/457,624; 10/231,523, 09/866,527

B. Patent No.(s) 5,077,753; 5,231,634; 5,412,620

Additional numbers attached? ☒ Yes ☐ No

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

Name: Nancy Sabarra

Internal Address: Willkie Farr & Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

6. Total number of applications and patents involved: 49

7. Total fee (37 CFR 3.41).....$ 1,960.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

23-2405

2003 NOV -4 AM 7:20
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Nancy Sabarra	Nancy Sabarra	November 4, 2003
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and documents: 13

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

11/07/2003 GTON11 00000002 232405 09457624
01 FC:8021 1960.00 DA

Continuation of Item 4A

09/706,454

10/155,794

09/710,365

09/802,609

09/803,081

09/802,586

09/802,588

09/932,734

09/828,267

09/828,279

10/081,447

10/034,468

60/443,139

60/443,114

60/443,107

60/443,138

PCTUS02/41633

PCTUS03/16168

PCTUS02/15144

PCTUS00/33170

PCTUS01/11667

PCTUS03/05089

PCTUS01/11665

PCTUS02/15145

PCTUS01/41426

PCTUS00/30487

Continuation of Item 4B

5,412,687

5,809,060

5,844,900

5,875,179

5,913,174

6,006,090

6,067,313

6,075,812

6,169,761

6,178,311

6,178,479

6,292,508

6,311,280

6,466,608

6,473,449

6,486,828

D375,297

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT ("Agreement"), dated as of October 21, 2003, 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 Amended and Restated Pledge and Security Agreement, dated as of October __, 2003, 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 desire to amend and restate the terms of the Original Pledge and Security Agreement for the purpose of, among other things, (i) confirming the grant of the lien and security interest made thereby and (ii) providing that the Collateral provided for therein shall also secure the full, prompt and complete payment and performance when due of the New Notes 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 New Noteholders and the Collateral Agent in the Collateral, including the Patents (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. Confirmation of Original Grant of Security Interest in Collateral

Notwithstanding any amendments to the Original Purchase Agreement, the Purchase Agreement or the Collateral Documents and notwithstanding the amendment or restatement of the Original Purchase Agreement and the Original Pledge and Security Agreement, the Grantor hereby confirms that the Original Pledge and Security Agreement and all Collateral (as defined therein) encumbered thereby, continues and will continue to secure to the fullest extent possible the payment and performance of all Amended Notes Obligations as provided in the Original Pledge and Security Agreement, as amended by the Pledge and Security Agreement.

2. Grant of Security Interest

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

(b) For purposes of this Agreement, "Patents" shall mean all of the Grantor's right, title, and interest in and to (a) all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to, each patent and patent application referred to in Schedule A, (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, (c) all rights corresponding thereto throughout the world, and (d) the right to sue for past infringements of any of the foregoing, and all proceeds of the foregoing including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) Schedule A hereto contains a true and accurate list of all of the issued Patents and Patent applications.

(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.

3. 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.

4. 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 Patent 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 Patent to the liens and perfection created or contemplated hereby or by the Pledge and Security Agreement.

5. Termination of Agreement

(a) At the earlier of the (i) date the Obligations shall have been paid in cash and otherwise performed in full and (ii) the date all of the Notes are exchanged for shares of Preferred Stock pursuant to the Purchase Agreement, this Agreement shall terminate and the Patents 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 Patents 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 Patents 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 Patents.

(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 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 Obligations and the security interests granted herein shall be reinstated and the Obligations shall be deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned.

6. 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.

7. 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: Franco Plastina
Title: President and Chief Executive Officer

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

By: WARBURG, PINCUS & CO.
its General Partner

By: _____

Name: Jeffrey A. Harris
Title: Partner

[Signature Page to the Amended and Restated Patent Security Agreement]

STATE OF CALIFORNIA)
) SS:
COUNTY OF SANTA CLARA

On this 10th day of October, 2003, before me personally appeared Franco Plastina, to me personally known, who, being duly sworn, did say that he is the President and Chief Executive Officer of Proxim Corporation and that he 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 10 day of October, 2003.

E. RAMIREZ
Commission # 1388888
Notary Public — California
Santa Clara County
My Comm. Expires May 4, 2006

Notary Public

STATE OF)
) SS:
COUNTY OF)

On this ____ day of October, 2003, before me personally appeared Jeffrey A. Harris, to me personally known, who, being duly sworn, did say that he is a Partner of Warburg, Pincus & Co., the General Partner of Warburg Pincus Private Equity VIII, L.P. and that he 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 October, 2003.

Notary Public

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: Franco Plastina
Title: President and Chief Executive Officer

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

By: WARBURG, PINCUS & CO.
its General Partner

By: _____
Name: Jeffrey A. Harris
Title: Partner

STATE OF)
) SS:
COUNTY OF)

On this ____ day of October, 2003, before me personally appeared Franco Plastina, to me personally known, who, being duly sworn, did say that he is the President and Chief Executive Officer of Proxim Corporation and that he 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 October, 2003.

_____
Notary Public

STATE OF NY)
) SS:
COUNTY OF NY)

On this 8th day of October, 2003, before me personally appeared Jeffrey A. Harris, to me personally known, who, being duly sworn, did say that he is a Partner of Warburg, Pincus & Co., the General Partner of Warburg Pincus Private Equity VIII, L.P. and that he 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 8th day of October, 2003.

Jacqueline M. Lilienthal
Notary Public

JACQUELINE M. LILIENTHAL
Notary Public, State of New York
No. 4900083
Qualified in New York County
Commission Expires July 6, 2007

Schedule A

Patents

United States Patents

DESCRIPTION	PATENT NUMBER	ISSUE DATE
Radio communication system using spread spectrum techniques	5,077,753	12/31/91
Medium access protocol for wireless LANs	5,231,634	07/27/93
Hydroacoustic communications system robust to multipath	5,412,620	05/02/95
Digital communications equipment using differential quarternary frequency shift keying	5,412,687	05/02/95
High-Data-Rate wireless local-area network	5,809,060	09/15/98
Method and apparatus for optimizing a medium access control protocol	5,844,900	12/01/98
Method and apparatus for synchronized communication over wireless backbone architecture	5,875,179	02/23/99
Connectorized antenna for wireless LAN PCMCIA card radios within increased data rates and robustness	5,913,174	06/15/99
Providing roaming capability for mobile computers in a standard network	6,006,090	12/21/99
Wireless communications system for transmitting and receiving data with increased data rates and robustness	6,067,313	05/23/00
High-Data-Rate wireless local-area network	6,075,812	06/13/00
Method and transceiver using an improved protocol for a frequency hop communication system	6,169,761	01/02/01
Method and apparatus for isolating high frequency signals in a printed circuit board	6,178,311	01/23/01
Cycle-Skipping DRAM For Power Saving	6,178,479	01/23/01
Method and apparatus for managing power in a frequency hopping medium access control protocol	6,292,508	09/18/01
Low-Power Memory System With Incorporated Vector Processing	6,311,280	10/30/01
Frequency hopping medium access control protocol for a communication system having distributed synchronization	6,466,608	10/15/02
High-Data-Rate wireless local-area network	6,473,449	10/29/02
Adaptive array antenna nulling	6,486,828	11/26/02
Local area network wireless device system	D375,297	11/05/96

Schedule A

Patents (Continued)

United States Patent Applications

DESCRIPTION	APPLICATION NUMBER	FILING DATE
Flexible wireless LAN architecture based on wireless communication server	09/457,624	12/08/99
Forced-Air cooling of a transceiver unit	10/231,523	08/29/02
High-Data-Rate Frequency-Hopping Wireless Communication System	09/866,527	05/24/01
Prioritized Scheme for CSMA/CA	09/706,454	11/03/00
Wireless network system software protocol	10/155,794	05/22/02
Multibanked Embedded DRAM	09/710,365	11/08/00
Coarse Frequency Offset Estimation	09/802,609	03/08/01
OFDM Data Demodulators Synchronization	09/803,081	03/08/01
Fine-Frequency Offset Estimation	09/802,586	03/08/01
Timing Misalignment Estimation	09/802,588	03/08/01
Method and Apparatus Using Pseudo-Inverses of Linear Transformations In Multi-Carrier Modulation Receivers And Transceivers	09/932,734	08/16/01
Multi-Channel-Bandwidth Frequency Hopping System	09/828,267	04/06/01
Asymmetric Data Traffic Throughput in CSMA/CA Networks	09/828,279	04/06/01
Point-To-Multipoint Burst Modem Automatic Gain Control	10/081,447	02/20/02
Fast Timing Acquisition For Multiple Radio Terminals	10/034,468	12/27/01
Channel Access For Voice Data on an Access Point	60/443,139	01/27/03
System and Method for Sending Data to a Mobile Device In A Wireless Network	60/443,114	01/27/03
System and Method for a Topology Map Related to Access Point Usage In A Wireless Network	60/443,107	01/27/03
System and Method for Dynamic Load Balancing in a Prioritized Wireless Network	60/443,138	01/27/03

Schedule A

Patents (Continued)

Foreign Patents and Patent Applications

DESCRIPTION	PATENT NUMBER/SERIAL NUMBER	ISSUE DATE
Fast Timing Acquisition For Multiple Radio Terminals	Pending (WO US02/41633)	
Wireless Network System Software Protocol	Pending (WO US03/16168)	
Radio Communication System Using Spread Spectrum Techniques	2,040,060 (CA)	12/07/99
Digital Communications Equipment Using Differential Quaternary Frequency Shift Keying	681205 (AU) 1074215 (CN) Pending (CA 2174142) Pending (DE 69429779) Pending (EP 95900412)	12/11/97 10/31/01
Connectorized Antenna for Wireless LAN PCMCIA Card Radios	Pending (JP 98503064) Pending (EP 97932154) Pending (CA 2258537)	
Method and Apparatus For Optimizing A Medium Access Control Protocol	733369 (AU) Pending (EP 97944311)	08/23/01
Method And Apparatus For Synchronized Communication Over Wireless Backbone Architecture	Pending (EP 97946377.5) 722970 (AU) Pending (BR 97412461) Pending (JP 98520754)	11/30/00
Flexible Wireless LAN Architecture Based On Wireless Communication Server	Pending (EP 2000983998) Pending (CA 2,393,719) Pending (WO 2002US15144) Pending (WO 2000US33170) Pending (JP 2001543041)	
Improved Asymmetric Data Traffic Throughput in CSMA/CA Networks	Pending (EP 2001926821) Pending (WO 2001US11667)	
Point-to-Multipoint Burst Modem Automatic Gain Control	Pending (WO US03/05089)	
Multi-Channel-Bandwidth Frequency-Hopping System	Pending (WO 2001US11665) Pending (EP 200155300)	
High-Data-Rate Frequency-Hopping Wireless Communication System	Pending (WO US02/15145)	
Adaptive Array Antenna Nulling	Pending (WO 2001US41426)	
Prioritization Scheme for CSMA/CA	Pending (WO 2000US30487)	
Frequency Hopping Medium Access Control	Pending (EP 95912662)	
Wireless Communication System for Transmitting and Receiving Data with Increased Data Rates and Robustness	Pending (EP 98931447) Pending (ES 98931447)	
A High-Data-Rate Wireless Local-Area Network	Pending (EP 95908796)	