

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DragonWave Inc.	06/01/2012
RECEIVING PARTY DATA	
Name:	Comerica Bank, a Texas banking association and authorized foreign bank under the Bank Act (Canada), as Agent
Street Address:	Suite 2210, South Tower
Internal Address:	Royal Bank Plaza, 200 Bay Street
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2J2
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	6657520
Patent Number:	7454222
Patent Number:	6538509
Patent Number:	6876277
Patent Number:	7787838
Patent Number:	7084693
Patent Number:	6861891
Patent Number:	7957291
Patent Number:	8036332
Patent Number:	7202419
Patent Number:	7196274
Application Number:	11826979
Application Number:	11793680
Application Number:	12382031

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PATENT

Application Number:	12382030
Application Number:	12875315
Application Number:	12457286
Application Number:	12457287
Application Number:	12649371
Application Number:	12311359

#### CORRESPONDENCE DATA

Fax Number: (734)930-2494

Phone: 734-761-3780

Email: asujek@bodmanlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Ste. 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:

Angela Alvarez Sujek

#### Total Attachments: 7

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

## (Patent)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENT) (this “**Agreement**”), dated as of June 1, 2012, between DragonWave Inc., a Canadian corporation (the “**Debtor**”) and Comerica Bank, a Texas banking association and an authorized foreign bank under the *Bank Act* (Canada) as Administrative Agent for and on behalf of the Lenders (as defined below) (“**Secured Party**”).

## WITNESSETH

A. WHEREAS, the Debtor, as borrower (in such capacity, the “**Borrower**”), has entered into that certain Revolving Credit Agreement dated as of the date hereof with each of the financial institutions party thereto from time to time (collectively, including their respective successors and assigns, the “**Lenders**”) and the Secured Party as the administrative agent for the Lenders (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) pursuant to which the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to make Advances to the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security and Pledge Agreement, dated as of the date hereof, to the Secured Party (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the “**Patent Collateral**”), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Patents or such other Person's patents to which the Debtor has rights, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on ***Schedule 1.1*** hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

(b) all letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation, (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto.

(c) all reissues, divisions, continuations, continuations in part, extensions, renewals, improvements and re-examinations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement of any patent, patent applications, or Patent Licenses, including any patents, patent applications or Patent License including any Patent License referred to in Schedule 1.1 and all rights corresponding thereto throughout the world referred to in Schedule 1.1 attached hereto, or for breach or enforcement of any Patent License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office, the Canadian Intellectual Property Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Patent Collateral: (a) if the sale or other disposition of such Patent Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Patent Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or

disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**DRAGONWAVE INC.**

By: 

Name:

Title

By: \_\_\_\_\_

Name:

Title

**Address for Notices:**

411 Legget Drive, Suite 600

Ottawa, ON K2K 3C9

Telephone No.: 613-599-9991 X 2253

Fax No.: 613-599-4225

Attention: Russell Frederick

AGENT:

**COMERICA BANK, as Agent**

By: \_\_\_\_\_

Name:

Title

By: \_\_\_\_\_

Name:

Title

**Address for Notices:**

Suite 2210, South Tower,

Royal Bank Plaza,

200 Bay Street,

Toronto, Ontario

M5J 2J2

Telephone No.: 416-646-4797

Facsimile No. 416-367-2460

Attention: Robert C. Rosen

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

**DRAGONWAVE INC.**

By: \_\_\_\_\_  
Name:  
Title

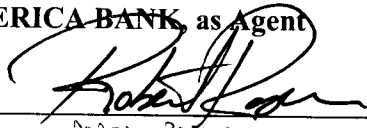
By: \_\_\_\_\_  
Name:  
Title

**Address for Notices:**

411 Legget Drive, Suite 600  
Ottawa, ON K2K 3C9  
Telephone No.: 613-599-9991 X 2253  
Fax No.: 613-599-4225  
Attention: Russell Frederick

AGENT:

**COMERICA BANK, as Agent**

By:  \_\_\_\_\_  
Name: ROBERT ROSEN  
Title SENIOR VICE PRESIDENT

By: \_\_\_\_\_  
Name:  
Title

**Address for Notices:**

Suite 2210, South Tower,  
Royal Bank Plaza,  
200 Bay Street,  
Toronto, Ontario  
M5J 2J2  
Telephone No.: 416-646-4797  
Facsimile No. 416-367-2460  
Attention: Robert C. Rosen

**SCHEDULE 1.1**  
**PATENT COLLATERAL**

1. Owned Patents

<u>No.</u>	<u>Title</u>	<u>Patent Registration Number</u>	<u>Patent Registration Date</u>	<u>Jurisdiction</u>
1.	Wireless communication path management methods and systems	2592079	August 9, 2011	CA
2.	Waveguide Filter	6657520	December 2, 2003	US
3.	Apparatus and method for controlling wireless communication signals	7454222	November 18, 2008	US
4.	Linarizer for a microwave power amplifier	6538509	March 25, 2003	US
5.	E-Plane Filter and a Method of Forming an E-Plane Filter	6876277	December 23, 2002	US
6.	An Intergrated Circuit, and an arrangement for interconnecting components of an integrated Circuit (Multifuction Reversible MMIC circuit)	7787838	August 31, 2010	US
7.	Sub-harmonic mixer	7084693	August 1, 2006	US
8.	MMIC Mixer with a Single Ended local Oscillator	6861891	March 1, 2005	US
9.	Apparatus and methods for controlling effective communication traffic rates	7957291	June 7, 2011	US
10.	Communication signal symbol timing error detection and recovery	8036332	October 10, 2011	US
11.	Multi-layer integrated RF/IF circuit board including a central non-conductive layer	7202419	April 10, 2007	US
12.	Multi-layer integrated RF/IF circuit board	7196274	March 27, 2007	US



2. Patents Pending

<u>No.</u>	<u>Title</u>	<u>Patent Application Number</u>	<u>Patent Filing Date</u>	<u>Jurisdiction</u>
1.	Apparatus and methods for controlling effective communication traffic rates	2547310	May 19, 2006	CA
2.	Wireless communication path management methods and systems	5804977.6	July 19, 2007	EP
3.	Communication signal symbol timing error detection and recovery	8153503.1	March 28, 2008	EP
4.	Expedited communication traffic handling apparatus and methods	7800422.3	February 19, 2009	EP
5.	Radio Frequency loop-back technique	7719975	January 13, 2009	EP
6.	Dual-channel equalizing adaptive array with blind acquisition for interference rejection, equalizing and diversity combining	Not Yet Filed	Not Yet Filed	US
7.	A method for controlling packet jitter in wireless link frame cut-through and frame advancing	11/826979	July 19, 2007	US
8.	Wireless communication path management methods and systems	11/793680	June 22, 2007	US
9.	Operating state control in redundancy protection systems	12/382031	March 6, 2009	US
10.	Bridging for SONET/SDH automatic protection switching	12/382030	March 6, 2009	US
11.	Interference carrier regeneration and interference cancellation apparatus and methods	12/875315	September 3, 2010	US
12.	A method for data aggregation over multiple wireless links	12/457286	June 5, 2009	US
13.	Wireless communication link bandwidth utilization monitoring	12/457287	June 5, 2009	US
14.	System and method for high precision clock recovery over packet networks (continuation)	12/649371	December 30, 2009	US
15.	Wireless network communication apparatus, methods, and integrated antenna structures	12/311359	March 27, 2009	US