SUPPLEMENTAL INFORMATION

FOR THE

PROXIM WIRELESS CORPORATION

ANNUAL REPORT

For Year Ended December 31, 2009

This Annual Report – Supplemental Information filing contains copies of the Certificate of Designation listed in Item XIX and the material contracts listed in Item XVIII of Proxim's 2009 Annual Report filing with the OTCQX that have not previously been filed with the Securities and Exchange Commission. A list of the documents included with this filing below.

Exhibit Number	Description of Document
1	Certificate of Designation as filed with the Delaware Secretary of State on August 13, 2009
2	Preferred Stock Purchase Agreement, dated as of August 13, 2009, among Proxim Wireless Corporation and SRA OSS Inc., Lloyd I. Miller, III, and Milfam II L.P.
3	Investor Rights Agreement, dated as of August 13, 2009, among Proxim Wireless Corporation and SRA OSS Inc., Lloyd I. Miller, III, and Milfam II L.P.
4	Strategic Alliance Agreement, dated as of August 13, 2009, between Proxim Wireless Corporation and SRA OSS Inc.
5	Statement of Agreements, dated as of August 13, 2009, among Proxim Wireless Corporation and Lloyd I. Miller, III and Milfam II L.P.
6	Loan and Security Modification Agreement, dated as of May 13, 2009, between Bridge Bank, N.A. and Proxim
7	Intellectual Property Security Agreement, dated as of May 13, 2009, between Bridge Bank, N.A. and Proxim
8	Loan and Security Modification Agreement, dated as of December 4, 2009, between Bridge Bank, N.A. and Proxim
9	Letter Agreement dated March 30, 2009, a substantially similar version of which was entered into between Proxim and, inter alia, Pankaj Manglik, David Renauld, and Thomas Twerdahl
10	Letter Agreement dated October 12, 2009, a substantially similar version of which was entered into between Proxim and, inter alia, Pankaj Manglik, David Renauld, and Thomas Twerdahl
11	Disclosure about 2009 Executive Bonus Plan

EXHIBIT 1

Certificate of Designation as filed with the Delaware Secretary of State on August 13, 2009

CERTIFICATE OF DESIGNATION
OF
SERIES A CONVERTIBLE PREFERRED STOCK AND
SERIES B NON-CONVERTIBLE PREFERRED STOCK
OF
PROXIM WIRELESS CORPORATION

Pursuant to Section 151 of the
General Corporation Law
of the State of Delaware

Proxim Wireless Corporation, a Delaware corporation, does hereby certify that, pursuant to authority conferred upon the board of directors of such corporation by Article Fourth of such corporation's Certificate of Incorporation, as amended, and Section 151(g) of the General Corporation Law of the State of Delaware, the board of directors of such corporation unanimously consented to the adoption of the following resolution pursuant to Section 141(f) of the General Corporation Law of the State of Delaware on August 12, 2009:

RESOLVED: That, pursuant to the authority vested in the board of directors of Proxim Wireless Corporation, a Delaware corporation, by Article Fourth of such corporation's Certificate of Incorporation, as amended, and Section 151(g) of the General Corporation Law of the State of Delaware, such corporation's board of directors does hereby create, authorize and provide for the issuance of two series of preferred stock with a par value of $0.01 per share, the Series A Convertible Preferred Stock and the Series B Non-Convertible Preferred Stock, having the respective powers, designations, preferences and relative, participating, optional and other special rights and the qualifications, limitations and restrictions that are set forth below:

1. Designation of Series of Preferred Stock and Numbers of Shares. Two series of shares of the Corporation's Preferred Stock shall be created hereby. The first series shall be designated the "Series A Convertible Preferred Stock" (the "Series A Preferred Stock"), which shall have a par value of $0.01 per share. The authorized number of shares of Series A Preferred Stock shall be 2,500,000. The second series shall be designated the "Series B Non-Convertible Preferred Stock" (the "Series B Preferred Stock"), which shall have a par value of $0.01 per share. The authorized number of shares of Series B Preferred Stock shall be 1,250,000. The Series A Preferred Stock and the Series B Preferred Stock shall have the respective rights, preferences, privileges and restrictions hereinafter provided.

2. Dividend Rights.

(a) Series A Accruing Dividends. The holders of the then outstanding Series A Preferred Stock shall be entitled to receive, out of any funds legally available therefor, when and as declared by the Board of Directors, cumulative dividends (the "Cumulative Series A Dividends"), which shall accrue at the rate of seven percent (7%) per annum, compounded quarterly, on the original Series A Preferred Stock purchase price of two dollars ($2.00) per

share, which price shall be subject to appropriate adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to the Series A Preferred Stock (such price as so adjusted, the "Original Series A Issue Price"), on each then outstanding share of Series A Preferred Stock. Except as set forth in Section 2(b), the Cumulative Series A Dividends shall accrue on each share of Series A Preferred Stock from the date on which such share is issued by the Corporation, and shall accrue from day to day until paid, whether or not declared. The Cumulative Series A Dividends, if paid, or if declared and set apart for payment, must be paid on, or declared and set apart for payment on, all of the then outstanding shares of Series A Preferred Stock.

(b) Suspension of Accrual. Notwithstanding the provisions of Section 2(a), the accrual or not of the Cumulative Series A Dividends shall be determined on a monthly basis. The Cumulative Series A Dividend shall accrue on the Series A Preferred Stock for such months, and only for such months, during which the average closing price of the Corporation's common stock, par value $0.01 per share ("Common Stock"), on the principal market therefor for all days during the month when the Common Stock was publicly traded is less than $0.15 per share, which price shall be subject to appropriate adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to the Common Stock.

(c) Conversion. Upon any conversion of shares of the Series A Preferred Stock pursuant to Section 6, all Cumulative Series A Dividend accrued relating to the shares of Series A Preferred Stock being converted shall be paid by means of issuance of the appropriate number of additional shares of Common Stock as calculated based on the applicable Conversion Price and dollar amount of accrued Cumulative Series A Dividend. Alternatively, the Corporation may, subject to the legal availability of funds and assets therefor, elect to pay in cash to the holder of such shares the full amount of any accrued but unpaid Cumulative Series A Dividends with respect to such shares of Series A Preferred Stock being converted.

(d) Series B Accruing Dividends.

(i) Except as provided in Section 2(d)(ii) below, the holders of the then outstanding Series B Preferred Stock shall be entitled to receive, out of any funds legally available therefor, when and as declared by the Board of Directors, cumulative dividends (the "Cumulative Series B Dividends"), which shall accrue at the rate of ten percent (10%) per annum, compounded quarterly, on the original Series B Preferred Stock purchase price of two dollars ($2.00) per share, which price shall be subject to appropriate adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to the Series B Preferred Stock (such price as so adjusted, the "Original Series B Issue Price"), on each then outstanding share of Series B Preferred Stock. The Cumulative Series B Dividends shall accrue on each share of Series B Preferred Stock from the date on which such share is issued by the Corporation, and shall accrue from day to day until paid, whether or not declared. The Cumulative Series B Dividends, if paid, or if declared and set apart for payment, must be paid on, or declared and set apart for payment on, all of the then outstanding shares of Series B Preferred Stock.

(ii) Notwithstanding the provisions of Section 2(d)(i) above, the Cumulative Series B Dividends shall accrue at the rate of fifteen percent (15%) per annum (A)

during the third calendar quarter of 2009 if the Corporation shall not have net income during the third calendar quarter of 2009 and (B) during the fourth calendar quarter of 2009 if the Corporation shall not have net income of $452,000 or more for the fourth calendar quarter of 2009 and (C) from the date of issuance of the Series B Preferred Stock if the Corporation is guilty of a material breach of any of its representations or warranties in the Preferred Stock Purchase Agreement pursuant to which shares of the Series B Preferred Stock are initially issued (only if such representation or warranty is then in effect pursuant to the terms of that Preferred Stock Purchase Agreement). In each case, the existence of net income or not shall be based upon the financial statements of the Corporation prepared by the Corporation in accordance with United States generally accepted accounting principles. The Corporation shall deliver written notice to the holders of record of the Series B Preferred Stock regarding whether or not the Corporation had net income within forty-five days after the end of the third quarter 2009 and within ninety days after the end of the fourth quarter 2009. If the higher dividend rate described in this Section 2(d)(ii) shall be applicable for either the third or fourth quarter of 2009, then each holder of Series B Preferred Stock may elect, by written notice delivered to the Corporation within thirty (30) days after the Corporation delivers the notification described in the preceding sentence for such quarter (the date of each such notification being a "Dividend Rate Notice Date"), to receive immediate payment of the Cumulative Series B Dividends accrued for the applicable completed quarter, and may further elect in such written notice to have some or all of such Cumulative Series B Dividends paid in Common Stock (valued at a per share value equal to the Conversion Price (as that term is defined in Section 6(a) below) in effect on the applicable Dividend Rate Notice Date rather than cash (with dividends being paid in cash absent such written election). Within thirty days of receiving any such dividend payment election notice, the Board of Directors shall, to the extent permitted by law, declare such Cumulative Series B Dividends to be payable, whereupon the Corporation shall promptly pay such Cumulative Series B Dividends to the electing holders of the Series B Preferred Stock either in cash or in Common Stock in accordance with the procedures described in this Section 2(d)(ii). If the declaration or payment of any such Cumulative Series B Dividends shall be unlawful at the time specified herein, then such Cumulative Series B Dividends shall be declared and paid at the earliest practicable time after such declaration and payment shall be lawful. In order to claim applicability of Section 2(d)(ii)(C) above, the holder of Series B Preferred Stock claiming applicability must provide written notice to the Corporation ("Claim Notice") within thirty (30) days of learning of facts, circumstances, actions, or omissions which could reasonably be expected to trigger the applicability of Section 2(d)(ii)(C). The right to give a Claim Notice shall exist only so long as the underlying share or shares of Series B Preferred Stock remains issued and outstanding, with any such right terminating immediately upon the underlying share or shares of Series B Preferred Stock no longer being issued and outstanding. For the avoidance of doubt, if a holder of Series B Preferred Stock gives a Claim Notice while the underlying share or shares of Series B Preferred Stock remain issued and outstanding, such claim of applicability of Section 2(d)(ii)(C) shall not terminate by reason of such share or shares subsequently ceasing to be issued and outstanding.

(e) Priority. The payment rights of the holders of Series A Preferred Stock and the holders of the Series B Preferred Stock with respect to the Cumulative Series A Dividends and the Cumulative Series B Dividends shall be pari passu. The Cumulative Series A Dividends and the Cumulative Series B Dividends shall be payable in preference to and priority over any payment of dividends (other than dividends on shares of Common Stock described in Section

6(d)(ii)) on any shares of Common Stock.

(f) Other Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any class or series of capital stock of the Corporation (other than the Cumulative Series A Dividends, the Cumulative Series B Dividends and the dividends on shares of Common Stock described in Section 6(d)(ii)) unless (i) the aggregate accrued Cumulative Series A Dividends and the aggregate accrued Cumulative Series B Dividends shall have been paid or declared and set apart or (ii) the Corporation has complied with Section 7.

(g) Payment. Except as provided in Section 2(d)(ii) above, when payable, the Series A Cumulative Dividends or the Series B Cumulative Dividends shall be paid to each holder of shares of Series A Preferred Stock or Series B Preferred Stock, as applicable, by forwarding a check, postage prepaid, to the address of such holder (or, in the case of joint holders, to the address of any such holder) as shown on the books of the Corporation, or to such other address as such holder specifies for such purpose by written notice to the Corporation.

3. Liquidation Rights.

(a) Liquidation Preferences. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation Event"), the holders of outstanding shares of Series A Preferred Stock and the holders of outstanding shares of Series B Preferred Stock shall be entitled to receive, out of the assets of the Corporation available for distribution to its stockholders before any amount shall be paid to holders of Common Stock by reason of their ownership thereof, an amount per share of Series A Preferred Stock or Series B Preferred Stock, as applicable, equal to, in the case of Series A Preferred Stock, the Original Series A Issue Price plus the then accrued and unpaid Cumulative Series A Dividends with respect to such share of Series A Preferred Stock, and, in the case of Series B Preferred Stock, the Original Series B Issue Price plus the then accrued and unpaid Cumulative Series B Dividends with respect to such share of Series B Preferred Stock (the aggregate of all amounts with respect to all of the then outstanding shares of Series A Preferred Stock and Series B Preferred Stock being referred to herein as the "Liquidation Preference Amount"). If, upon the occurrence of such Liquidation Event, such assets are insufficient to permit the payment of the Liquidation Preference Amount, then such assets shall be distributed ratably among the holders of Series A Preferred Stock and Series B Preferred Stock in proportion to the amounts that each such holder would receive pursuant to the foregoing sentence if such assets were sufficient to permit the payment of the entire Liquidation Preference Amount.

(b) Remaining Assets.

(i) Any assets of the Corporation that remain available for distribution to the stockholders in connection with a Liquidation Event after the payments made pursuant to Section 3(a) shall be distributed among the holders of shares of Common Stock pro rata.

(ii) Notwithstanding Section 3(b)(i), if the assets of the Corporation that remain available for distribution to stockholders in connection with a Liquidation Event after the payments made pursuant to Section 3(a) exceed Thirty Million Dollars ($30,000,000) (prior to application of this Section 3(b)(ii)), then such assets shall be distributed pro rata among the

holders of the Common Stock and the holders of the Series A Preferred Stock (as if all shares of Series A Preferred Stock had been converted into Common Stock at the Conversion Price in effect immediately prior to the Liquidation Event).

(c) Deemed Liquidation Events. Each of the following events (each, a "Deemed Liquidation Event") shall be considered a Liquidation Event for the purposes of this Section 3, unless the holders of a majority of the outstanding shares of Series B Preferred Stock elect otherwise by written notice sent to the Corporation at least five (5) days prior to the effective date of any such event (or such lesser period as approved by the Corporation): (i) the Corporation's sale, conveyance or disposition of all or substantially all of its assets or (ii) the completion of a merger or consolidation of the Corporation with any other entity (other than a merger or consolidation which would result in the shareholders of the Corporation immediately prior thereto continuing to own (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than 50% of the combined voting power of the voting securities of the Corporation or such surviving entity (or its parent) outstanding immediately after such merger or consolidation).

(d) Automatic Conversion. The foregoing notwithstanding, for the purposes of determining the assets to be distributed to the holders of shares of the Corporation's capital stock of the Company in a Liquidation Event (including a Deemed Liquidation Event) pursuant to Section 3(b)(i) (but not Section 3(b)(ii)), each share of Series A Preferred Stock shall be deemed to be converted into shares of Common Stock in accordance with Section 6 if and only if the amount that would be payable under this Section 3 with respect to such shares of Common Stock in the Liquidation Event would be greater than the amount payable under this Section 3 on such share of Series A Preferred Stock in the Liquidation Event were it not so deemed to be converted.

4. Redemption.

(a) Redemption Rights. At any time after (i) the third (3rd) anniversary of the date of first issuance of any share of Series A Preferred Stock or Series B Preferred Stock authorized hereby (the date of such first issuance being referred to herein as the "Original Issue Date"), upon receipt by the Corporation from a holder of shares of the Series A Preferred Stock or Series B Preferred Stock, as applicable, of such holder's written request (a "Redemption Request") that the Corporation redeem all of the then outstanding shares of such series held by such holder, or (ii) the fourth (4^{th}) anniversary of the Original Issue Date, upon determination of the Board of Directors that the Corporation shall redeem all of the then outstanding shares of the Series A Preferred Stock or the Series B Preferred Stock, as applicable, the Corporation shall redeem, in accordance with the other provisions of this Section 4, all of the then outstanding shares of the applicable series held by the applicable holder(s), by paying an amount per share (the "Per Share Redemption Price") equal to the Original Series A Issue Price or Original Series B Issue Price, as applicable, plus the aggregate accrued but unpaid Cumulative Series A Dividends or Cumulative Series B Dividends, as applicable, with respect to such shares calculated up to and including the date fixed for the payment of the redemption (the "Redemption Date").

(b) Redemption Notice. In the event of redemption at the initiative of the

Corporation pursuant to clause (ii) of paragraph (a) above, at least thirty (30) days, but not more than sixty (60) days prior to any Redemption Date, written notice shall be mailed, first class postage prepaid, to each holder of record (as of the close of business on the business day immediately preceding the day on which notice is given) of the shares being redeemed, at the address last shown on the records of the Corporation for such holder, notifying such holder of the redemption to be effected, the Redemption Date, the Per Share Redemption Price and the place at which payment may be obtained and calling upon such holder to surrender to the Corporation (or its agent designated for purposes of effecting such redemption, the Corporation or such agent, as applicable, being referred to herein as the "Redemption Agent"), in the manner and at the place designated, such holder's certificate or certificates representing such shares (a "Redemption Notice"). To receive payment in any redemption, a holder of shares of any series subject to such redemption must surrender to the Redemption Agent the certificate or certificates representing such shares in the manner and at the place designated in the Redemption Notice, and thereupon the amount payable with respect to such shares in such redemption shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled.

(c) Rights after Redemption Date. From and after the applicable Redemption Date, all rights of the holders of shares of a series of Preferred Stock subject to a redemption pursuant to this Section 4 (except the right to receive the Per Share Redemption Price with respect to such shares, without interest, upon surrender of their certificate or certificates) shall cease with respect to such shares being redeemed on such Redemption Date and such shares shall not thereafter be converted into shares of Common Stock or transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever, unless there shall have been a default in the payment of the applicable Per Share Redemption Price.

(d) Insufficient Funds. If the funds of the Corporation legally available for redemption of shares pursuant to this Section 4 on any Redemption Date are insufficient to redeem the total number of shares to be so redeemed on such date, those funds which are legally available will be used, first, to redeem the maximum possible number of such shares of Series B Preferred Stock to be redeemed on such date (with such redemption apportioned among the holders of such shares pro rata) and, second, to redeem the maximum possible number of such shares of Series A Preferred Stock to be redeemed on such date (with such redemption apportioned among the holders of such shares pro rata). Any shares that were to be so redeemed on such Redemption Date but were not redeemed due to such insufficiency or any other reason shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter, when additional funds of the Corporation are legally available for the redemption of such shares, such funds will immediately be used to redeem the balance of the shares that the Corporation had not earlier redeemed due to such insufficiency.

(e) Payment Procedure. At least three (3) days prior to any Redemption Date, the Corporation shall deposit the applicable aggregate Per Shares Redemption Price of all outstanding shares of Series A Preferred Stock and/or Series B Preferred Stock to be redeemed on such Redemption Date, with a bank or trust company having aggregate capital and surplus in excess of $50,000,000, as a trust fund for the benefit of the respective holders of the shares designated for such redemption. Simultaneously, the Corporation shall give irrevocable instruction and authority to such bank or trust company to pay, on and after the Redemption

Date, the applicable payment in such redemption to each such holder upon surrender of such holder's applicable certificates. Any monies deposited by the Corporation pursuant to this Section 4(e) for the redemption of shares which are thereafter converted into shares of Common Stock pursuant to Section 6 hereof not later than the close of business on the Redemption Date shall be returned to the Corporation forthwith upon such conversion. The balance of any monies deposited by the Corporation pursuant to this Section 4(e) remaining unclaimed at the expiration of two (2) months following the Redemption Date shall thereafter be returned to the Corporation, provided that the stockholder to which such monies would be payable hereunder shall be entitled, upon proof of its ownership of the Series A Preferred Stock and/or Series B Preferred Stock and payment of any bond requested by the Corporation, to receive such monies but without interest from the Redemption Date.

(f) The Common Stock shall not be redeemable.

5. Voting Rights.

(a) Except as specifically provided by law or by the other provisions of the Certificate of Incorporation, the holders of Series A Preferred Stock shall be entitled to notice of any stockholders' meeting and to vote together with the Common Stock as if the Series A Preferred Stock and the Common Stock were a single class of stock upon any matter submitted to the stockholders of the Corporation for a vote (whether by meeting or written consent), with the holders of Series A Preferred Stock having one vote for each full share of Common Stock into which their shares of Series A Preferred Stock are convertible on the record date for the vote or consent and the holders of Common Stock having one vote per share of Common Stock.

(b) Except as specifically provided by law or by the other provisions of the Certificate of Incorporation, the holders of Series B Preferred Stock shall not have the right to vote on any matter submitted to the stockholders of the Corporation for a vote (whether by meeting or written consent).

6. Conversion. The holders of the Series A Preferred Stock shall have conversion rights as follows:

(a) Optional Conversion. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share and prior to the close of business on any Redemption Date, if any, at the office of the Corporation or any transfer agent for the Series A Preferred Stock, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Original Series A Issue Price by a price (the "Conversion Price") determined herein. The Conversion Price shall initially be $0.15 and shall be subject to adjustment as hereinafter provided.

(b) Mandatory Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Conversion Price immediately upon (i) the consummation of the Corporation's sale of its Common Stock in a bona fide, firm commitment underwriting pursuant to a registration statement on Form S-1 or its then equivalent under the Securities Act of 1933, as amended, the public offering price of which is not less than $0.15 per share of Common Stock (which price shall be subject to appropriate

adjustment for any stock dividends, combinations, splits, recapitalizations and the like with respect to the Common Stock) and at least $25,000,000 proceeds to the Company (net of any underwriting discounts or commissions) or (ii) the conversion of at least a majority of the originally issued shares of Series A Preferred Stock authorized hereby pursuant to Section 6(a).

(c) Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock pursuant to Section 6, such holder shall surrender the certificate or certificates issued therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred Stock, and shall give written notice by mail, postage prepaid, to the Corporation at its principal executive office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable but no later than ten (10) days thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock to be converted (or, if later, the date of the Corporation's receipt of such notice of conversion), and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering a certificate or certificates of Series A Preferred Stock for conversion and upon written notice thereof to the Corporation, be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of the Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments. The Conversion Price shall be subject to adjustment from time to time as follows:

(i) Adjustment for Stock Splits and Combinations. In the event that the Corporation shall at any time or from time to time after the Original Issue Date (1) effect a subdivision of the outstanding Common Stock, the Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding or (2) combine the outstanding shares of Common Stock, the Conversion Price in effect immediately before that combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section 6(d)(i) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(ii) Adjustment for Certain Dividends and Distributions. In the event that the Corporation shall at any time or from time to time after the Original Issue Date make or

issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then, and in each such event, the Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price then in effect by a fraction, the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution. Notwithstanding the foregoing, (1) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this Section 6(d)(ii) as of the time of actual payment of such dividends or distributions; and (2) no such adjustment shall be made if the holders of Series A Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Preferred Stock had been optionally converted into Common Stock pursuant to the terms of this Certificate of Designation on the date of such event.

(iii) Adjustment for Merger or Reorganization, etc. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered elsewhere in this Section 6(d)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock not so converted or exchanged shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property that a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 6 with respect to the rights and interests thereafter of the holders of Series A Preferred Stock, to the end that the provisions set forth in this Section 6 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the shares of Series A Preferred Stock.

(iv) Anti-dilution Adjustments.

(A) If the Corporation shall issue any Additional Stock (as defined below) on or before February 13, 2010 without consideration or for a consideration per share less than the Conversion Price for the Series A Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for the Series A Preferred Stock in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in

this clause (A)) be adjusted to a price equal to the quotient obtained by dividing the total computed under clause (x) below by the total computed under clause (y) below as follows:

(x) an amount equal to the sum of (1) the aggregate purchase price of the shares of the Series A Preferred Stock sold on or after the date of original issuance of the first share of Series A Preferred Stock ("Purchase Date") plus (2) the aggregate consideration, if any, received by the Corporation for all Additional Stock issued after the Purchase Date;

(y) an amount equal to the sum of (1) the aggregate purchase price of the shares of Series A Preferred Stock sold on or after the Purchase Date divided by the Conversion Price for such shares in effect at the Purchase Date and prior to such adjustment (or such different Conversion Price as results from the application of Sections 6(d)(i) and 6(d)(ii) and assuming that this Certificate is in effect as of the Purchase Date) plus (2) the number of shares of Additional Stock issued since the Purchase Date (increased or decreased to the extent that the number of such shares of Additional Stock shall have been increased or decreased as the result of the application of Sections 6(d)(i) and 6(d)(ii)).

(B) No adjustment of the Conversion Price for the Series A Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made during the six-month period of the applicability of this Section 6(d)(iv).

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors of the Corporation acting in good faith.

(E) In the case of the issuance after the Purchase Date of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock, or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 6(d)(iv):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 6(d)(iv)(C) and 6(d)(iv)(D)), if any, received by the Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Sections 6(d)(iv)(C) and 6(d)(iv)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the anti-dilution provisions thereof, the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 6(d)(iv)(E)(1) and (2) shall be appropriately adjusted to reflect any change described in subsection 6(d)(iv)(E)(3).

(5) Upon the expiration or termination of any unexercised options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock, or options to purchase or rights to subscribe for such convertible or exchangeable securities, in each case which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price, the Conversion Price shall be readjusted to such Conversion Price as would have obtained had such option, right or security never been issued.

(F) “Additional Stock” shall mean any shares of Common Stock or Preferred Stock issued (or deemed to have been issued pursuant to Section 6(d)(iv)(E)) by the Corporation after the Purchase Date, other than (i) securities issued pursuant to a transaction described in Section 6(d)(ii) or 6(d)(iii) hereof, (ii) up to 1,250,000 shares of Common Stock of the Corporation (which number shall be adjusted appropriately for any stock split, combination, stock dividend, recapitalization, reorganization or similar event) issued pursuant to warrants issued and outstanding as of the Purchase Date, (iii) up to 4,742,004 shares of Common Stock and options therefor of the Corporation (which number shall be adjusted appropriately for any stock split, combination, stock dividend, recapitalization, reorganization or similar event), issued to directors, officers, employees or consultants of the Corporation pursuant to a stock option, stock purchase, or other equity incentive plan or agreement approved by the Board of Directors

of the Corporation either before or after the Purchase Date, (iv) shares of Common Stock issuable upon conversion of the Series A Preferred Stock, (v) securities issued as a dividend or distribution on the Series A Preferred Stock, and (vi) securities previously deemed to have been issued pursuant to Section 6(d)(iv)(E), upon the actual issuance thereof.

(e) No Fractional Shares and Certificates as to Adjustment.

(i) No fractional shares shall be issued upon conversion of the Series A Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded down to the nearest whole share. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash in an amount equal to such fraction multiplied by the fair market value of a share of Common Stock, as determined in good faith by the Corporation's Board of Directors. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of Series A Preferred Stock pursuant to this Section 6, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock, a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (1) such adjustment and readjustment, (2) the Conversion Price at the time in effect, and (3) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of Series A Preferred Stock.

(f) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of Common Stock for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series A Preferred Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(g) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Corporation will use its best efforts to take such corporate action as may, in the opinion of its counsel, be

necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

(h) Notices. Any notice required by the provisions of this Section 6 to be given to the holders of shares of Series A Preferred Stock and/or of Series B Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

7. Covenants. As used below, the term "Affiliate" of a person means a corporation or other entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the person in question (with "control" meaning ownership of a majority of the equity interests of the entity or equivalent interest therein). In addition to any other rights provided by law, so long as (i) at least fifty-one percent (51%) of the shares of Series B Preferred Stock issued on the Purchase Date are then issued and outstanding and (ii) all right, title, and interest in, to, and in connection with at least fifty-one percent (51%) of the shares of Series B Preferred Stock then outstanding is still owned exclusively by the person to whom such shares were initially issued (together with Affiliates of such person), the Corporation shall not, without first obtaining the affirmative vote or written consent of the holders of not less than a majority of the then outstanding shares of Series B Preferred Stock, voting as a class separate from the Common Stock:

(a) Amend or repeal any provision of, or add any provision to, the Corporation's Certificate of Incorporation or Bylaws, which adversely affects any of the rights of the holders of the Series B Preferred Stock;

(b) Authorize or issue, or obligate itself to issue, shares of any class or series of stock that is senior to or pari passu with the Series B Preferred Stock with respect to dividends, redemption, or liquidation preference rights;

(c) Reclassify any class or series of any securities of the Corporation into shares that have rights that are senior to or pari passu with the Series B Preferred Stock, with respect to dividends, redemption, or liquidation preference rights;

(d) Apply any of its assets to the redemption, retirement, purchase or acquisition, directly or indirectly, through affiliates or otherwise, of any shares of any class or series of Preferred Stock or Common Stock, except (i) by redemption in accordance with Section 4; (ii) by conversion in accordance with Section 6; or (iii) by repurchase from current and/or former employees, advisors, officers, directors or consultants of the Corporation in connection with termination of their service to the Corporation, at a price no greater than the lesser of the original purchase price of such stock or the then-current fair market value of such stock, if the Board of Directors unanimously approves such repurchase;

(e) Pay or declare any dividend on any Common Stock (other than dividends on shares of Common Stock described in Section 6(d)(ii) above); or

(f) Issue any additional shares of Series A Preferred Stock or Series B Preferred Stock.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be signed by its duly authorized officer on August 12, 2009.

Proxim Wireless Corporation

By: /s/ Pankaj Manglik
Pankaj Manglik, President and
Chief Executive Officer

EXHIBIT 2

Preferred Stock Purchase Agreement, dated as of August 13, 2009, among Proxim Wireless Corporation and SRA OSS Inc., Lloyd I. Miller, III, and Milfam II L.P.

PROXIM WIRELESS CORPORATION

A DELAWARE CORPORATION

PREFERRED STOCK PURCHASE AGREEMENT

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PROXIM WIRELESS CORPORATION

PREFERRED STOCK PURCHASE AGREEMENT

This Preferred Stock Purchase Agreement ("Agreement"), is made as of August 13, 2009 by and among Proxim Wireless Corporation, a Delaware corporation with its main office at 1561 Buckeye Drive, Milpitas, CA 95035 ("Company"), and SRA OSS, Inc., a Delaware corporation, with its office at 5300 Stevens Creek Boulevard, Suite 460, San Jose, California 95129 ("SRA") and Lloyd I. Miller, III and Milfam II L.P. (together, "Miller" and together with SRA "Purchasers").

WHEREAS Company wishes to raise capital for its ongoing operations by selling preferred shares in the Company to Purchasers;

AND WHEREAS Purchasers wish purchase from Company preferred shares in the Company;

NOW, THEREFORE, the parties hereby agree as follows:

1. Authorization and Sale of Preferred Shares.

1.1 Authorization. The Company has duly authorized the following for an aggregate price of Seven Million Five Hundred Thousand Dollars ($7,500,000): (1) the sale and issuance to Purchasers of Series A Convertible Preferred Stock ("Series A Stock") for a total price of Five Million Dollars ($5,000,000); and (2) the sale and issuance of Series B Non-Convertible Preferred Stock ("Series B Stock") for a total cash price of Two Million Five Hundred Thousand Dollars ($2,500,000). Both Series A Stock and Series B Stock shall have the rights, privileges and preferences set forth in the Company's Certificate of Designation ("Certificate of Designation") in the form attached hereto as Exhibit A. The Company's certificate of incorporation, as amended to date and as amended by the Certificate of Designation, is herein referred to as the "Amended Certificate."

1.2 Purchase and Sale of Preferred Shares. Subject to the terms and conditions hereof, the Company shall issue and sell to Purchasers, and Purchasers severally and not jointly agree to purchase from the Company, at the Closing (as defined below), an aggregate Two Million Five Hundred Thousand shares of Series A Stock and One Million Two Hundred Fifty Thousand shares of Series B Stock (collectively "Shares" or "Preferred Shares"), at a purchase price of $2.00 per Preferred Share, for an aggregate price of Seven Million Five Hundred Thousand Dollars ($7,500,000). The amount to be purchased by each Purchaser and the form of consideration therefor is set forth in the Schedule of Purchasers attached as Schedule 1. The Preferred Shares has the rights, preferences and privileges set forth in the Certificate of Designation.

1.3 Fees/Charges. Any fees or other charges (except legal and accounting costs) relating specifically to the administrative issuance of Preferred Shares, including any bank charges, shall be paid by Company. Party expenses generally are addressed in Section 8.15 below.

2. Closing Date; Delivery.

2.1 Closing Date. The closing of the purchase and sale of the Shares hereunder ("Closing") shall be held at the offices of the Company, at 1561 Buckeye Drive, Milpitas, California, at 9:00 a.m., August 13, 2009 or at such other time and place as is

mutually agreed to by the parties hereto (the date of the Closing is hereinafter referred to as the "Closing Date").

2.2 Delivery. Subject to the terms of this Agreement, at the Closing, the Company will deliver to each Purchaser certificates representing the numbers of Shares being purchased by such Purchaser. Such certificates shall be registered in the name of that Purchaser, against payment in full by that Purchaser of the purchase price therefor by wire transfer of immediately available funds or such other form of payment as shall be mutually agreed upon by that Purchaser and the Company, payable to the order of the Company.

3. Representations and Warranties by Company

For the purposes of this Agreement, a subsidiary shall mean any entity or organization, in which Company has the power to appoint a majority of the Board of Directors and/or where Company beneficially owns more than 50% of all outstanding voting stock. Accordingly, Company hereby represents and warrants to the Purchaser, except to the extent otherwise provided in the disclosure letter (the "Disclosure Letter") dated of even date from Company to the Purchaser, that the statements contained in this Section 3 are true and correct as of the date of this Agreement (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties will be true and correct as of such date).

3.1 Organization and Standing. The Company is a corporation duly organized and validly existing under the laws of the State of Delaware, is in good standing under such laws and is qualified to do business in California. The Company, including all its offices in such states in the United States and in foreign jurisdictions as applicable, has all requisite corporate power and authority to own and operate its properties and assets and to conduct its business as presently conducted and as currently proposed to be conducted. The Company is qualified or licensed and in good standing as a foreign corporation in all jurisdictions where the nature of its business or property makes such qualification or licensing necessary and the failure to be so qualified or licensed could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole. True, complete and accurate copies of the Company's Certificate of Incorporation, Bylaws and all amendments to each to date have been delivered or made available to counsel for Purchaser. Prior to the Closing, the Company shall have properly filed the Certificate of Designation with the Secretary of State of Delaware and the same shall be in full force and effect.

3.2 Company Capitalization.

(a) The authorized capital stock of the Company at the Closing will be as set forth in the Amended Certificate. The numbers of outstanding shares of the Company's capital stock, the numbers of outstanding options, warrants and other rights to acquire securities of the Company, and the number of shares reserved for issuance pursuant to the exercise of options, are as shown on the Disclosure Letter.

(b) All issued and outstanding shares have been, and as of the Closing Date will be, duly authorized, validly issued, fully paid and non-assessable, are and were, and as of the Closing Date will have been, offered, issued, sold and delivered by the Company in compliance with all applicable state and federal laws concerning the issuance of securities.

(c) Except as set forth on the Disclosure Letter, there are no outstanding rights, subscriptions, calls, options, warrants, preemptive rights, conversion rights or agreements granted or issued by or binding upon the Company for the purchase or acquisition (contingent or otherwise) from the Company of any shares of its capital stock or any other securities, except in accordance with the terms of this Agreement. The Company is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its capital stock or any security convertible into or exchangeable for any shares of its capital stock except as contemplated in this Agreement with respect to the Preferred Stock. No holder of the Company's common stock, par value $0.01 per share (the "Common Stock") or Preferred Stock or any other security of the Company or any other person or entity is entitled to any preemptive right, right of first refusal or similar right as a result of the issuance of the Preferred Shares or otherwise, except as set forth herein. To the knowledge of the Company, there is no voting trust, agreement or arrangement among any of the beneficial holders of Common Stock or Preferred Stock of the Company affecting the exercise of the voting rights of such stock.

3.3 Corporate Power; Authorization. The Company has all requisite corporate power and authority to enter into this Agreement and the other documents and agreements contemplated herein, to sell the Shares hereunder, and to carry out and perform its obligations under the terms of this Agreement and the other documents and agreements contemplated herein. All corporate action on the part of the Company and its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the other documents and agreements contemplated herein, for the performance of the Company's obligations hereunder, for the consummation of the transactions contemplated herein, and for the authorization, issuance and delivery of the Preferred Shares and the Common Stock issuable upon conversion thereof has been taken or will be taken prior to the Closing. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. When executed and delivered by the Company, the other documents and agreements contemplated herein will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

3.4 Subsidiaries. The Company has no subsidiary whether within the United States or in foreign jurisdictions outside the United States, other than those which are listed in the Disclosure Letter. True, accurate, and complete information relating to Company's respective percentage of ownership in each subsidiary is set forth in the Disclosure Letter. Each of Company's subsidiaries has all requisite corporate power and authority to own and operate its properties and assets and to conduct its business as presently conducted and as proposed to be conducted. Each subsidiary is qualified or licensed and in good standing as a domestic or foreign corporation in all jurisdictions where the nature of its business or property makes such qualification or licensing necessary and the failure to be so qualified or licensed could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole.

3.5 Validity of Securities. The Preferred Shares, when issued, sold and delivered in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable and will be free and clear of any preemptive rights, security interests, claims, liens or encumbrances created by the Company. The Common Stock issuable upon conversion of the Series A Stock has been, or prior to the Closing will be, duly and validly reserved and, upon issuance in accordance with the terms of this Agreement and the Amended Certificate, will be duly and validly issued, fully paid and non-assessable and

will be free and clear of any preemptive rights, security interests, restrictions on transfer, claims, liens or encumbrances created by the Company.

3.6 Governmental Consents.

(a) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, or notice to any federal, state or local governmental or public authority or agency on the part of the Company including the SEC, NASDAQ or such other body, is or was required for the Company's valid execution, delivery and performance of this Agreement or the offer, sale or issuance of the Preferred Shares (and the Common Stock issuable upon conversion thereof), or the consummation by the Company of any other transaction contemplated hereby, except for the filing of the Certificate of Designation in the office of the Secretary of State of Delaware, which shall be filed by the Company prior to the Closing, the filing of appropriate disclosures and documentation with the OTCQX and Pink OTC Markets, Inc., and the filing of a notice under Regulation D or other provision, under the Securities Act of 1933, as amended (the "Act"), and the filing of any applicable notice of exemption pursuant to California and other state blue sky laws, both of which shall be filed by the Company immediately following the Closing. Based in part upon the truth of the representations and warranties of the Purchaser contained in this Agreement, the offer, sale and issuance of the Preferred Shares (and of the Common Stock issuable upon conversion thereof) in conformity with the terms of this Agreement are exempt from the registration requirements of the Act or under the blue sky laws of the applicable state, or that if any registration or qualification is required then such registration or qualification will have been done as of Closing.

(b) The Company and each subsidiary has obtained all consents, approvals or authorizations of, and made true, complete and accurate declarations, reports, or filings with, and given all notices including but not limited to filings, reports, proxy statements, and declarations required under the Act, to all applicable federal, state or local governmental or public authorities or agencies which are necessary for the continued conduct by the Company or such subsidiary of its business as now conducted in which the failure to so obtain, make or give could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole.

3.7 Compliance with Other Instruments and Laws. Except as described in the Disclosure Letter:

(a) The Company is not (i) in violation or default of any provision of its Certificate of Incorporation or Bylaws, each as amended and in effect on the date hereof and on and as of the Closing Date; or (ii) except as to defaults which would result in liability or loss to the Company of $150,000 or less, in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in, and is not otherwise in default under, (A) any evidence of indebtedness for any money borrowed or any other evidence of indebtedness or any instrument or agreement under or pursuant to which any evidence of indebtedness for money borrowed or other evidence of indebtedness has been issued, or (B) any other instrument, mortgage, deed of trust, settlement, loan, contract, commitment or obligation to which it is a party or by which it is bound or any of its properties is affected. The execution, delivery and performance by the Company of and compliance by the Company with this Agreement, or the offer, issuance and sale of the Preferred Shares (and the Common Stock issuable upon conversion thereof) does not or will not: (i) conflict with or violate the Certificate of Incorporation or Bylaws of the Company; (ii) conflict with or result in a breach of any of the terms, conditions or provisions of, or

constitute or default under, or result in the creation of any lien on any of the properties or assets of the Company pursuant to the terms of any instrument or agreement referred to in this Section to which the Company is a party or by which it is bound; or (iii) require the consent of, or other action by, any stockholder, trustee or any creditor of, any lessor to or any investor in, the Company or any other person.

(b) The Company is in compliance in all material respects with all laws and ordinances and all governmental rules and regulations to which it is subject, the violation of which would result in liability or loss to the Company of more than $50,000. Based in part upon the representations and warranties of the Purchaser herein with respect to an exemption from the registration requirements of the Securities Act of 1933 and the qualification requirements of the applicable securities laws, neither the execution, delivery or performance of this Agreement by the Company nor the offer, issuance, sale or delivery of the Shares (and the Common Stock issuable upon conversion thereof) does or will cause the Company to be in violation of any statute, law or ordinance or any judgment, decree, writ, injunction, order, award or other action of any court or governmental authority or arbitrator or any order, rule or regulation of any federal, state, county, municipal or other governmental or public authority or agency.

3.8 Litigation. There is no action, suit, proceeding, claim or investigation in any court or by or before any other governmental or public authority or agency or any arbitrator or arbitration panel, pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its properties or subsidiaries that, either individually or in the aggregate, (a) questions the validity or enforceability of this Agreement and the other agreements and documents contemplated thereby or the right of the Company to enter into any of them, or to consummate the transactions contemplated hereby or thereby, or (b) could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole, nor, to the knowledge of the Company, is there is any basis for any of the foregoing. Neither the Company nor any subsidiary is a party or subject to, and none of their assets are bound by, the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality or arbitrator or arbitration panel. There is no action, suit, or proceeding by the Company or any subsidiary currently pending.

3.9 Proprietary Information; Inventions; Employees and Consultants. The Company and each subsidiary has taken reasonable steps to protect its rights in its intellectual property and confidential information. The Company and each subsidiary has taken reasonable steps designed to ensure that each employee, consultant and contractor who has had access to such confidential information which is necessary for the conduct of its business as currently conducted has executed an agreement to maintain the confidentiality of such Confidential Information with the Company or such subsidiary. Except under confidentiality obligations or otherwise in accordance with applicable laws, to the knowledge of the Company, there has been no material disclosure of any confidential information of the Company or any subsidiary to any third party that could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole.

3.10 Patents and Other Intangible Assets. The Company and each subsidiary owns or possesses the licenses or rights to use all patents, patent applications, patent rights, inventions, know-how, trade secrets, trademarks, trademark applications, service marks, service names, trade names and copyrights necessary to enable it to conduct its business as now operated (the "Intellectual Property"). There are no material

outstanding options, licenses or agreements relating to the Intellectual Property. There is no claim or action or proceeding pending or, to the Company's knowledge, threatened that challenges the right of the Company or any subsidiary with respect to any of its Intellectual Property. To the knowledge of the Company, the Intellectual Property does not infringe upon any intellectual property rights of any other person. Each employee of the Company and its subsidiaries, and each individual consultant and contractor to the Company and its subsidiaries engaged for the purpose of product research or development, has signed a customary agreement pursuant to which such person has agreed to assign to the Company or such subsidiary all rights to any Intellectual Property such person may create or develop that relates to the business or research and development of the Company or such subsidiary.

3.11 Financial Statements. The Company has delivered or made available to the Purchaser complete and accurate copies of its unaudited balance sheet as at March 31, 2009 (the "Current Balance Sheet") and its unaudited statements of operations and statement of cash flows for the three-month period therein specified and the audited balance sheet as at December 31, 2007 and December 31, 2008 and its audited statements of operations and statement of cash flows for the twelve month periods specified therein (all such financial statements and balance sheets being referred to herein collectively as the "Financial Statements"), audited by its third-party auditors at the respective times. The Financial Statements are true, complete and correct in all material respects, have been prepared in accordance with generally accepted accounting principles (subject to normal and customary year-end adjustments that are not material for any unaudited statements) applied on a consistent basis throughout the periods indicated. The Financial Statements present fairly the financial condition and cash flows of the Company as of the respective dates and for the periods indicated. The Company does not have any obligation or a liability, individually or in the aggregate, in excess of $20,000, required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles that is not disclosed by the Financial Statements except for obligations and liabilities arising in the ordinary course of business sinceMarch 31, 2009.

3.12 Absence of Certain Material Adverse Changes. Since March 31, 2009 (a) neither the Company nor any subsidiary has entered into any material transaction which was not in the ordinary course of its business; (b) there has been no material adverse change in the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole; (c) there has been no damage to, destruction of or loss of any of the properties or assets of the Company or any subsidiary (whether or not covered by insurance) materially adversely affecting the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole; (d) neither the Company nor any subsidiary has declared or paid any dividend or made any distribution on its capital stock, redeemed, purchased or otherwise acquired any of its capital stock; (e) neither the Company nor any subsidiary has received notice that there has been a cancellation of an order for its services or a loss of a customer of the Company or such subsidiary, the cancellation or loss of which could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole; (f) there has been no resignation or termination of employment of any executive officer of the Company or any subsidiary and neither the Company nor any subsidiary has received written notice of the impending resignation or termination of employment of any executive officer of the Company or such subsidiary; (g) there has been no labor dispute involving the Company or any subsidiary, on the one hand, and any of its employees on the other hand; (h) there has been no material change in the contingent obligations of the Company or any subsidiary by way of guaranty, endorsement, indemnity, warranty or otherwise except for changes

occurring in the ordinary course of business; (i) there have been no loans made by the Company or any subsidiary to its employees, officers or directors, other than travel advances and other advances made in the ordinary course of business; (j) there has been no waiver or compromise by the Company or any subsidiary of a material right or of a debt owed to it valued in excess of $250,000; (k) there has been no sale, assignment, or transfer of any patents, trademarks, copyrights, trade secrets other intangible assets by the Company or any subsidiary except for licenses made in the ordinary course of business; (l) there has been no extraordinary increase in the compensation of any of the executive officers or directors of the Company or any subsidiary; (m) there has been no binding written agreement or commitment by the Company or any subsidiary to do or perform any of the acts described in this Section 3.12 and (n) there has been no other event or condition of any character which might reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole.

3.13 Material Contracts and Commitments.

Neither the Company nor any subsidiary has any currently existing contract, obligation, agreement, plan, arrangement, commitment or the like (written or oral) of any material nature (the "Contracts") (1) relating to or evidencing indebtedness for borrowed money, or mortgages, pledges, liens, security interests or other encumbrances on any of its property or any agreement or instrument evidencing any guaranty by its of payment or performance by any other person; (2) pension, profit sharing, deferred compensation, stock bonus, retirement, stock purchase, phantom stock or similar plans, including agreements evidencing rights to purchase its securities; (3) agreements with any labor union or collective bargaining organization or other similar labor agreements; (4) any joint venture contract or arrangement or other agreement involving a sharing of profits or expenses to which the Company or such subsidiary is a party; (5) agreements limiting the freedom of the Company or such subsidiary to compete in any line of business or in any geographic area or with any person; (6) agreements providing for disposition of substantially all the assets or shares of the Company or such subsidiary, agreements of merger or consolidation to which the Company or such subsidiary is a party or letters of intent with respect to the foregoing; or (7) agreements involving or letters of intent with respect to the acquisition of substantially all the assets or shares of any other business.

3.14 Registration Rights. The Company has no currently outstanding obligations to its stockholders relating to the registration of its securities under applicable federal and state securities laws, including but not limited to demand or piggy-back registration rights.

3.15 Title to Property and Assets. The Company and each subsidiary has good and marketable title to its properties (including any real property) and assets (including but not limited to its intellectual property and other intangible assets) free and clear of all mortgages, security interests, claims, liens and encumbrances, except (a) liens for current taxes and assessments not yet become delinquent and (b) liens and encumbrances which could not reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole. The Company and each subsidiary owns or leases all properties and assets necessary to the operation of its business as now conducted. With respect to the property and assets it leases for its current business, the Company and each subsidiary has the right to, and does, enjoy peaceful and undisturbed possession. All such leases are in full force and effect, and the Company and each subsidiary is in compliance with such leases and holds a valid leasehold interest free of all security interests, liens,

claims or encumbrances. The tangible properties and assets of the Company and each subsidiary are in good operating condition except for hidden defects where the defects cause $25,000 or less of damage and except for ordinary wear and tear.

3.16 Outstanding Indebtedness; Liabilities. Neither the Company nor any subsidiary has indebtedness for borrowed money which it has directly or indirectly created, incurred, assumed or guaranteed, or with respect to which it has otherwise become directly or indirectly liable, except as shown on the Current Balance Sheet.

3.17 Stockholder Agreements. The Company has not been provided with any written voting trusts or other agreements or arrangements which grant rights with respect to any shares of the Company's capital stock or which in any way affect any stockholder's ability or right to freely alienate or vote such shares.

3.18 Employee Compensation Plans. The Company is not a party to or bound by any currently effective employment contract, deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement or other employee compensation agreement. To the knowledge of the Company, it has not violated, nor has it been notified of any investigation or pending action under, the Employee Retirement Income Security Act of 1974 ("ERISA"). For all benefit plans governed by ERISA or by any other law and to which Company is party, Company has met all of its obligations including any fiduciary responsibilities and all funding requirements. The Company has paid all compensation payable to its employees for services rendered prior to the Closing, except for normal salary, commissions, and bonuses accrued during the current pay period. The Company has no binding obligation to pay any bonuses to its employees.

3.19 Labor Union Activities. Neither the Company nor any subsidiary of the Company is engaged in any unfair labor practice which could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole. There are (a) no unfair labor practice complaint pending or, to the knowledge of the Company threatened against the Company or any of its subsidiaries or before the National Labor Relations Board which could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole and no grievance or arbitration proceeding arising out of or under a collective bargaining agreement is so pending or threatened; (b) no strike, labor dispute, slow down or stoppage pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries; and (c) to the knowledge of the Company, no union representation question existing with respect to the employees of the Company or any of its subsidiaries and no union organizing activities taking place with respect to the Company or any of its subsidiaries.

3.20 Employee Relations. To the knowledge of the Company, its relations with its employees are good. The directors, officers, and employees of the Company are subject to the Company's insider trading policy, a copy of which has been furnished to SRA.

3.21 Tax Returns and Audits. The Company has duly prepared and timely filed all United States and foreign income tax returns and all state, municipal and other tax returns required to be filed by it and its subsidiaries in the United States and in other foreign jurisdictions, and has paid or made adequate provision for the payment of all taxes, assessments, fees and charges shown on such returns or on other assessments or charges received by the Company. The Company has paid all sales tax that is due and payable by the Company and its subsidiaries for sales made or for periods prior to the Closing. No

deficiency assessment or proposed adjustment of the Company's United States or foreign income tax, or state, municipal or other tax is pending. No extensions of the time for the assessment of deficiencies have been granted to the Company. The Company is not a party to, bound by, or obligated under any tax sharing or similar agreement. There are no liens on any properties or assets of the Company or any subsidiary imposed or arising as a result of the delinquent payment or the non-payment of any tax, assessment, fee or other governmental charge. The charges, accruals and reserves, if any, on the books of the Company in respect of federal, state and local corporate franchise and income taxes for all fiscal periods to date are adequate in accordance with generally accepted accounting principles, and, to the knowledge of the Company, there are no additional unpaid assessments for such periods or of any basis therefor. There are no applicable taxes, fees or other governmental charges payable by the Company in connection with the execution and delivery of this Agreement or the offer, issuance, sale and delivery of the Shares (and the Common Stock issuable upon conversion thereof).

3.22 Accurate Representations; Disclosure of Liabilities. No documents furnished or made available by the Company to the Purchaser in connection with Purchaser's investigation of the Company, and no representation, warranty or statement by the Company in this Agreement or in any written statement or certificate furnished or to be furnished to the Purchaser pursuant to this Agreement (including all exhibits and schedules hereto and any other agreements or documents delivered on the Closing or any Financial Statements referred to in Section 3.11 hereof) contains any untrue statement of a material fact or, when taken together, omits to state a material fact necessary to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading; excluding, however, projections and any other forward-looking information, which the Company hereby represents was based on a reasonable basis of the Company at the time the projection or other information was made or provided. There is no fact known to the Company that has not been disclosed to the Purchaser in writing that (1) could reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole or (2) could reasonably be expected to materially adversely affect the ability of the Company to perform its obligations under this Agreement.

3.23 Certain Transactions. Neither the Company nor any subsidiary is indebted (other than normal compensation and travel expenses), either directly or indirectly, to any of its officers, directors or holders of 10% or more of its currently outstanding Common Stock or, to the knowledge of the Company, to their respective spouses or children; none of such officers, directors and holders of capital stock or, to the knowledge of the Company, any of their spouses or children are indebted to the Company. Neither the Company nor any subsidiary is a guarantor or indemnitor of any indebtedness of any other person, firm or corporation other than normal check collection in the ordinary course of business. To the knowledge of the Company, no officer, director or holder of 10% or more of its currently outstanding stock, or their respective spouses or children, have any direct or indirect ownership interest in any entity with which the Company is affiliated or with which the Company has a business relationship, or any entity that competes with the Company.

3.24 Environmental Laws and Regulations. Each of the Company and its subsidiaries is in compliance with all applicable federal, state, local or foreign laws, rules, codes, administrative orders or regulations relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including without limitation, laws, rules codes, administrative orders and regulations relating to the release or

threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws") except for any violations which could not reasonably be expected to materially adversely affect the business, earnings, properties or condition (financial or other) of the Company and its subsidiaries taken as a whole. The Company has received no written notice of any events or circumstances that could form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of its subsidiaries relating to any Hazardous Materials or the violation of any Environmental Laws.

3.25 Insurance Coverage. The Company is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company is engaged..

3.26 No Discrimination. The Company has not and does not in any manner or form discriminate, foster discrimination or permit discrimination against any person, whether as to race, sex, religion, or other legally protected classes of persons.

3.27 Internal Accounting Controls. Each of the Company and its subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general and specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorizations; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

3.33 "Company's Knowledge" Defined. As used in this Section 3, the terms "to the Company's knowledge," "to the knowledge of the Company," "known to the Company" or similar phrases shall mean the actual knowledge of Pankaj Manglik, David Renauld, or Thomas Twerdahl or any other officer of the Company or any subsidiary of the Company.

4. Representations and Warranties of the Purchaser; Restrictions on Transfer Imposed by the Act; and California Corporate Securities Law; Covenant.

4.1 Representations and Warranties. Each Purchaser severally and not jointly hereby represents and warrants to the Company as follows:

(a) Investment.

(i) The Purchaser acknowledges that the Shares (and the Common Stock into which the Series A Shares may be converted) have not been registered under the Act or qualified under California blue sky laws or registered or qualified under any other state securities laws on the ground that no distribution or public offering of the Preferred Shares is to be effected, and that in this connection the Company is relying in part on the representations of the Purchaser set forth in this Section 4;

(ii) The Purchaser further acknowledges that no known public market now exists for any of the Preferred Shares issued by the Company and that a public market may never exist for the Preferred Shares;

(iii) The Purchaser is purchasing the Shares for its own account and not as nominee or agent for any other person; and

(iv) By reason of its business or financial experience, the Purchaser has the capacity to protect its own interests in connection with the transactions contemplated hereunder, is able to bear the risks of an investment in the Company, and at the present time could afford a complete loss of such investment; and

(v) The Purchaser was not formed for the purpose of acquiring the Preferred Shares.

(b) Accredited Investor. The Purchaser represents that it is an "accredited Investor" as defined in Rule 501(a) of Regulation D, as amended, promulgated under the Act, and that it is acquiring the Preferred Shares for its own account and not with a view to, or for sale in connection with, any distribution thereof in a manner contrary to Section 5 of the Act or of the California Securities Law and Rules and Regulations of the California Commissioner of Corporations thereunder.

(c) The Purchaser has all requisite power and authority to enter into this Agreement and the other documents and agreements contemplated herein, to purchase the Shares hereunder, and to carry out and perform its obligations under the terms of this Agreement and the other documents and agreements contemplated herein. All corporate and other action on the part of the Purchaser and its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the other documents and agreements contemplated herein, for the performance of the Purchaser's obligations hereunder and for the consummation of the transactions contemplated herein have been taken or will be taken prior to the Closing. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid, and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

(d) Legal Investment. The acquisition and retention of the Shares by the Purchaser does not violate any governmental law, rule or regulation binding on Purchaser.

(e) Sufficient Funds. The Purchaser has sufficient unrestricted funds to consummate its obligations set forth in this Agreement.

4.2 Transfer of Securities. None of the Shares (nor the Common Stock into which the Series A Shares may be converted) shall be transferable except upon the conditions specified in this Section 4.2, which conditions are intended to ensure compliance with the provisions of the Act in respect to the transfer of such Shares(and the Common Stock into which the Series A Shares may be converted).

(a) Legend. Unless and until otherwise permitted by this Section 4.2, each certificate or other document evidencing any of the Shares (and the Common Stock into which the Series A Shares may be converted) shall be endorsed with a legend substantially in the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY BLUE SKY LAWS (THE "LAW"). THE SECURITIES HAVE BEEN ACQUIRED BY THE SHAREHOLDER FOR INVESTMENT AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF UNLESS (1) THE SECURITIES ARE COVERED BY AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND QUALIFIED UNDER THE LAW OR (2) THE COMPANY HAS BEEN FURNISHED WITH AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE COMPANY, TO THE EFFECT THAT NO REGISTRATION IS REQUIRED."

(b) Restrictions on Transfer. None of the Shares (and the Common Stock into which the Series A Shares may be converted) shall be transferred (other than transfers pursuant to a redemption), and the Company shall not be required to register any such transfer, unless and until one of the following events shall have occurred:

(i) The Company shall have received an opinion of counsel, in form and substance reasonably acceptable to the Company and its counsel, or other evidence reasonably acceptable to the Company, stating that the contemplated transfer is exempt from registration under the Act as then in effect, and the Rules and Regulations of the Securities and Exchange Commission (the "Commission") thereunder. Within five business days after delivery to the Company and its counsel of such opinion or evidence, the Company either shall deliver to the proposed transferor a statement to the effect that such opinion or evidence is not satisfactory (and shall provide reasons for lack of acceptability) or shall authorize the Company's transfer agent to make the requested transfer;

(ii) The Company shall have been furnished with a letter from the Commission in response to a written request in form and substance acceptable to counsel for the Company setting forth all of the facts and circumstances surrounding the contemplated transfer, stating that the Commission will take no action with regard to the contemplated transfer;

(iii) The Shares (or the Common Stock into which the Series A Shares may be converted) are transferred pursuant to a registration statement which has been filed with the Commission and has become and remains effective; or

(iv) The Shares (or the Common Stock into which the Series A Shares may be converted) are transferred pursuant to and in accordance with Rule 144 promulgated by the Commission under the Act and the Company shall have received an opinion of counsel, in form and substance reasonably acceptable to the Company and its counsel, to that effect.

(c) Termination of Restrictions and Removal of Legend. The restrictions on transfer imposed by this Section 4.2 shall cease and terminate as to the Shares (and the Common Stock into which the Series A Shares may be converted), when (i) such securities shall have been effectively registered under the Act and sold by the holder thereof in accordance with such registration or (ii) an acceptable opinion or other evidence as described in Section 4.2.(b)(i) or 4.2(b)(iv) or a "no action" letter described in Section 4.2.(b)(ii) states that future transfers of such securities by the transferor or the contemplated transferee would be exempt from registration under the Act. When the

restrictions on transfer contained in this Section 4.2 have terminated as provided above, the holder of the securities as to which such restrictions shall have terminated or the transferee of such holder shall be entitled to receive promptly from the Company, without expense to him, and upon surrender of existing certificates, new certificates not bearing the legend set forth in Section 4.2(a) hereof.

4.3 Prohibited Transactions. During the last thirty (30) days prior to the date hereof, neither such Purchaser nor any affiliate of such Purchaser has, directly or indirectly, effected or agreed to effect any short sale, whether or not against the box, established any "put equivalent position" (as defined in Rule 16a-1(h) under the Securities Exchange Act of 1934, as amended) with respect to the Common Stock, granted any other right (including, without limitation, any put or call option) with respect to the Common Stock or with respect to any security that includes, relates to or derived any significant part of its value from the Common Stock or otherwise sought to hedge its position in the Common Stock or the Preferred Shares (each, a "Prohibited Transaction"). So long as any Purchaser continues to hold any Preferred Shares, such Purchaser shall not, and shall cause its affiliates not to, engage, directly or indirectly, in a Prohibited Transaction. Such Purchaser acknowledges that the representations, warranties and covenants contained in this Section 4.3 are being made for the benefit of the other Purchasers as well as the Company and that each of the other Purchasers shall have an independent right to assert any claims against such Purchaser arising out of any breach or violation of the provisions of this Section 4.3.

5. Conditions to Obligations of the Purchaser.

The obligation of the Purchaser to purchase the Preferred Shares at the Closing is subject to the fulfillment to its satisfaction on or prior to the Closing Date of each of the following conditions, unless waived in writing by the Purchaser:

5.1 Representations and Warranties Correct; Performance of Obligations. The representations and warranties made by the Company in Section 3 hereof shall be true, correct and complete in all respects when made, and shall be true, correct and complete in all respects on the Closing Date with the same force and effect as if they had been made on and as of the Closing Date (except for any representations and warranties that speak as of a specific date). The Company shall have performed or complied with all covenants, agreements and conditions contained in this Agreement required to be performed or complied with by the Company on or prior to the Closing Date.

5.2 Opinion of Company's Counsel. The Purchaser shall have received from Foley Hoag LLP an opinion, dated the Closing Date, in substantially the form attached hereto as Exhibit B.

5.3 Consents and Waivers. The Company shall have obtained any and all consents, permits and waivers and made all filings set forth on Section 5 of the Disclosure Letter and in each case to the extent required to be obtained or made on or prior to the Closing Date.

5.4 Legal Investment. At the time of the Closing, the purchase of the Preferred Shares by the Purchaser hereunder shall be legally permitted by all laws and regulations to which the Purchaser and the Company are subject.

5.5 Certificate of Designation. The Certificate of Designation shall have been properly filed with the Secretary of State of the State of Delaware and the same shall be in full force and effect.

5.6 Satisfactory Proceedings; Compliance Certificate. All corporate and legal proceedings taken by the Company in connection with the transactions contemplated by this Agreement and all documents relating to such transactions, shall be satisfactory to the Purchaser and to its counsel. The Company shall have delivered to the Purchaser a certificate, executed on behalf of the Company by the President and the Secretary of the Company, dated the Closing Date, certifying to the fulfillment of the conditions specified in subsections 5.1, 5.3 and 5.5.

5.7 *[section omitted]*

5.8 Investors Rights Agreement. The Company shall have executed the Investors Rights Agreement in the form attached as Exhibit C.

5.9 *[section omitted]*

5.10 *[section omitted]*

5.11 Strategic Alliance Agreement. Company shall enter into the Strategic Alliance Agreement attached as Exhibit D.

6. Conditions to Obligations of the Company.

The Company's obligation to issue, sell and deliver the Shares at the Closing is subject to the fulfillment to its satisfaction on or prior to the Closing Date of each of the following conditions, unless waived by the Company.

6.1 Representations and Warranties. The representations and warranties made by the Purchasers in Section 4 hereof shall be true and correct when made, and shall be true and correct on the Closing Date with the same force and effect as if they had been made on and as of the Closing Date.

6.2 Qualifications. The Commissioner of Corporations of the State of California shall have issued a permit qualifying the offer and sale of the Shares and the underlying Common Stock to the Purchaser pursuant to this Agreement, or such offer and sale shall be exempt from such qualification under the California Securities Law.

6.3 Execution of Agreements. The agreements referred to in Sections 5.8 and 5.11 and shall have been executed by the other party(ies) thereto.

6.4 Purchase Price. The Company shall have received the purchase price for the Shares to be purchased hereunder by each Purchaser in accordance with Section 2.2.

7. Additional Covenants.

7.1 Use of Proceeds. The Company shall use the proceeds from the sale of the Preferred Shares for working capital, marketing, and general corporate purposes.

7.2 Normal Course of Business. Company shall continue to conduct business in the normal course until the Closing. The Company shall not incur any liability in any amount exceeding $500,000 from the date of execution hereof until the Closing other than in the normal course.

7.3 Board Representation and Observation.

(a) Promptly after the Closing, the Company shall (i) increase the size of its Board of Directors by one, (ii) appoint one representative of SRA, designated by SRA and reasonably acceptable to the Company, to fill that newly-created board position, and (iii) appoint that SRA-designated representative to the Compensation Committee of the Board of Directors of the Company (so long as that representative qualifies as an independent director and satisfies any legal and trading market requirements for membership on the Compensation Committee). Thereafter, so long as SRA (together with the SRA Affiliates) owns all right, title, and interest in, to, and in connection with at least fifty-one percent of the sum of (A) the Series A Stock purchased by SRA pursuant to this Agreement (either through ownership of such Series A Stock, ownership of common stock of the Company issued upon conversion thereof, or ownership of some combination of Series A Stock and such shares of common stock (which shall be treated for purposes of this percentage calculation as equal to the number of Series A Stock from which such shares were converted, it being understood that Series A Stock may have converted to common stock at different conversion rates)) and (B) the Series B Stock purchased by SRA pursuant to this Agreement, SRA shall have the right to request the Company to, and the Company shall upon request, nominate one representative of SRA, reasonably acceptable to the Company, for election to the Board of Directors of the Company as part of the Board's slate of nominees proposed for election at each annual meeting of stockholders of the Company (or special meeting in lieu thereof). If that SRA representative is elected as a director, the Company will appoint that SRA-designated representative to the Compensation Committee of the Board of Directors of the Company (so long as that representative qualifies as an independent director and satisfies any legal and trading market requirements for membership on the Compensation Committee). "SRA Affiliate" means a corporation or other entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, SRA (with "control" meaning ownership of a majority of the equity interests of the entity or equivalent interest therein).

(b) So long as SRA (together with the SRA Affiliates) owns all right, title, and interest in, to, and in connection with at least fifty-one percent of the sum of (A) the Series A Stock purchased by SRA pursuant to this Agreement (either through ownership of such Series A Stock, ownership of common stock of the Company issued upon conversion thereof, or ownership of some combination of Series A Stock and such shares of common stock (which shall be treated for purposes of this percentage calculation as equal to the number of Series A Stock from which such shares were converted, it being understood that Series A Stock may have converted to common stock at different conversion rates)) and (B) the Series B Stock purchased by SRA pursuant to this Agreement, SRA shall have the right to request the Company to, and the Company shall upon request, permit one representative of SRA, reasonably acceptable to the Company, to attend all meetings of the Company's Board of Directors and, upon written request of any such representative, provide to such representative, at the time provided to directors of the Company, such notices and information with respect to such meetings as are provided to directors of the Company. Such SRA representative shall also have all rights to inspection of Company records as are held by directors of the Company. During any period in which the representative designated by SRA pursuant to Section 7.3(a) above is not serving as a member of the

Board of Directors of the Company, then (y) SRA shall have the right to have two board observers pursuant to this Section 7.3(b) rather than one and (z) one of the board observers shall also be permitted to attend meetings of the Compensation Committee of the Board of Directors of the Company and, upon written request of any such representative, to receive, at the time provided to directors of the Company on the Compensation Committee, such notices and information with respect to such meetings as are provided to those directors of the Company.

(c) SRA shall ensure that its Board of Director representative has all necessary SRA internal authorizations and approvals prior to participating in meetings of the Board of Directors and Compensation Committee of the Board of Directors. The Company's obligations under Sections 7.3(a) and (b) are conditioned upon receiving a written agreement, in advance, in form and substance reasonably acceptable to the Company, from each applicable SRA representative on or to the Company's Board of Directors to resign (or, in the case of any observer, to forfeit any observer rights) immediately if at any time SRA (together with the SRA Affiliates) does not own all right, title, and interest in, to, and in connection with at least fifty-one percent of the sum of (A) the Series A Stock purchased by SRA pursuant to this Agreement (either through ownership of such Series A Stock, ownership of common stock of the Company issued upon conversion thereof, or ownership of some combination of Series A Stock and such shares of common stock (which shall be treated for purposes of this percentage calculation as equal to the number of Series A Stock from which such shares were converted, it being understood that Series A Stock may have converted to common stock at different conversion rates)) and (B) the Series B Stock purchased by it pursuant to this Agreement. It shall be a condition to the participation by any SRA representative in any meeting of the Board of Directors of the Company or the Compensation Committee of the Board of Directors and to the right to receive any written materials or information provided to the directors of the Company that the Company shall have received a confidentiality agreement, in form and substance satisfactory to the Company, from such representative. Notwithstanding anything to the contrary in this Agreement, the Company may exclude any representative from any such participation and may withhold any such written materials or information if the Company shall deem it necessary or appropriate to preserve any attorney-client, attorney work product or other legal privilege.

8. Miscellaneous.

8.1 Waivers and Amendments. The obligations of the Company or Purchaser, and the rights of the Company or of the Purchasers, under this Agreement, may be waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) only with the prior written consent of Company or the applicable Purchaser or Purchasers, as the case may be. This Agreement may be amended only by a written instrument signed on behalf of the Company and Purchasers.

8.2 Governing Law. This Agreement shall be governed in all respects by the laws of the State of California without regard to conflict of laws principles.

8.3 Survival. The representations and warranties herein shall survive the Closing and shall continue in full force and effect until expiration of the applicable statute of limitations with respect thereto. The covenants and agreements made herein which by their nature are intended to continue shall survive the execution of this Agreement and the

Closing of the transactions contemplated hereby, notwithstanding any investigation made by the Purchaser.

8.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the successors-in-interest and assigns, of the parties hereto. This Agreement and all rights and obligations hereunder shall not be assignable by any party without the prior written consent of the other parties hereto; provided, however, that SRA may assign its rights and obligations hereunder to an SRA Affiliate. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided herein.

8.5 Entire Agreement. This Agreement and the other documents delivered pursuant hereto constitute and contain the full and entire understanding and agreement between and among the parties with regard to the subjects hereof and thereof, and supersede any prior or contemporaneous understandings, representations, warranties, promises, agreements, conditions, negotiations, correspondence, communications, and term sheets (oral or written) between or among the parties. The parties acknowledge that they have not relied, in entering into this Agreement or the other documents and agreements delivered pursuant hereto, upon any understandings, representations, warranties, promises, agreements or conditions not specifically set forth herein.

8.6 Notices, Etc. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, by overnight commercial delivery service, or upon the seventh day following mailing by registered mail, postage prepaid, addressed (a) if to a Purchaser, at the address set forth in the Schedule of Purchasers or at such address as it shall have thereafter furnished to the Company in writing, (b) if to the Company, at 1561 Buckeye Drive, Milpitas, CA 95035, Attention: Pankaj Manglik, with a copy to 881 North King Street, Suite 100, Northampton, Massachusetts 01060, Attention: Dave Renauld, Esq., General Counsel, or at such other address as the Company shall have furnished to the Purchaser in writing.

8.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy hereunder, upon any breach or default under this Agreement, shall impair any such right, power or remedy nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

8.8 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal, and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

8.9 Construction. The titles and subtitles of this Agreement are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement. This Agreement and its provisions contained therein and the exhibits hereto shall not be construed or interpreted for or against any party to this Agreement

because said party drafted or caused the party's legal representative to draft any of its provisions.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature or electronic exchanges of documents bearing a scanned signature, and a facsimile or copy of a signature is valid as an original.

8.11 The headings of sections and paragraphs in this Agreement are for convenience of reference only and shall not be considered in their interpretation.

8.12 Plural Terms. All terms defined in this Agreement or the other agreements contemplated hereby in the singular form shall have comparable meanings when used in the plural form and vice versa.

8.13 [section omitted]

8.14 Finder's Fee. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction except as set forth on the Company's disclosure letter. Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which such Purchaser or any of its officers, partners, employees, or representatives is responsible.

The Company agrees to indemnify and hold harmless the Purchaser from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses or defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

8.15 Expenses. Irrespective of whether the Closing is effected, the Company shall pay all costs and expenses that it incurs with respect to the negotiations, execution, delivery and performance of this Agreement. If the Closing is effected, the Company shall reimburse the fees of counsel for the Purchaser (which may be one or more firms or persons) and the out of pocket expenses of such counsel; provided in no event shall the amount reimbursed exceed $25,000.

8.16 Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the parties agree to try to resolve the dispute amicably including at least one face-to-face meeting attended by representatives with decisionmaking authority. Any legal action relating to this Agreement may be initiated but only in Santa Clara County, California, and only in California courts, or in the federal district court. The prevailing party in legal action shall be entitled to attorneys' fees and other costs as may be awarded.

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

PROXIM WIRELESS CORPORATION

By: /s/ Pankaj Manglik

Name: Pankaj Manglik

Title: President

SRA OSS INC.

By: /s/ Rao M. Papolu
Dr. Rao M. Papolu
President

LLOYD I. MILLER, III

By: /s/ Lloyd I. Miller, III
Name: Lloyd I. Miller, III

MILFAM II L.P.

By: Milfam LLC
Its: General Partner

By: /s/ Lloyd I. Miller, III
Name: Lloyd I. Miller, III
Title: Manager

SCHEDULE 1
SCHEDULE OF PURCHASER AND ADDRESS

Name and Address	Number of Shares To be Purchased	Total Consideration
SRA OSS Inc. 5300 Stevens Creek Blvd. Suite 460 San Jose, California 95129	1,250,000 Series A Convertible Preferred Stock	$2,500,000
SRA OSS Inc. 5300 Stevens Creek Blvd. Suite 460 San Jose, California 95129	1,250,000 Series B Non-Convertible Preferred Stock	$2,500,000
Lloyd I. Miller, III 4550 Gordon Drive Naples, FL 34102-7914	625,000 Series A Convertible Preferred Stock	$1,250,000 [see Note 1 below]
Milfam II L.P. 4550 Gordon Drive Naples, FL 34102-7914	625,000 Series A Convertible Preferred Stock	$1,250,000 [see Note 1 below]
Total	2,500,000 Series A Convertible Preferred Shares and 1,250,000 Series B Convertible Preferred Shares	$7,500,000

Note 1: Each of Mr. Miller's and Milfam II L.P.'s purchase price to be paid as follows: $625,000 in cash by wire transfer and $625,000 by cancellation of corresponding amount of indebtedness under the July 25, 2008 Securities Purchase Agreement between Mr. Miller, Milfam II L.P. and Proxim.

EXHIBIT 3

Investor Rights Agreement, dated as of August 13, 2009, among Proxim Wireless Corporation and SRA OSS Inc., Lloyd I. Miller, III, and Milfam II L.P.

INVESTORS RIGHTS AGREEMENT

This Agreement is made as of the 13th day of August, 2009 by and among Proxim Wireless Corporation, a Delaware corporation with a principal place of business at 1561 Buckeye Drive, Milpitas, CA 95035 U.S.A. ("Company") and each of the stockholders of the Company listed in Exhibit A attached hereto.

Background

The Company currently has issued and outstanding 23,519,069 shares of its Common Stock.

On the date of this Agreement, the Company is issuing and selling shares of its Series A Preferred Stock ("Series A Shares") and shares of its Series B Preferred Stock ("Series B Shares") pursuant to a Preferred Stock Purchase Agreement entered into with SRA OSS, Inc. ("SRA") and Lloyd I. Miller, III and Milfam II L.P. ("Stock Purchase Agreement").

The purchasers of the Series A Shares and Series B Shares have required this Agreement as a condition to the closing of their investment under the Stock Purchase Agreement.

Certain defined terms are defined in Article IV.

AGREEMENT

ARTICLE I

COVENANTS OF THE COMPANY

1.01 Affirmative Covenants of the Company. The Company covenants and agrees that until the occurrence of a Termination Event, it will perform and observe the following covenants and provisions:

(a) [section omitted]

(b) New Developments. Use commercially reasonable efforts to cause all new technological developments, patentable or non-patentable inventions, discoveries or improvements by the Company's or any Subsidiary's employees or consultants to be documented in a reasonable manner consistent with past practices and, where determined by the Company to be prudent and appropriate, to file and prosecute United States and foreign patent, copyright, trademark, mask work or other Intellectual Property Right applications relating to and protecting the Company's inventions, discoveries or developments on behalf of the Company or any Subsidiary.

(c) Agreements of Officers and Employees. Use commercially reasonable efforts to cause each employee of the Company or any Subsidiary now or hereafter employed and all consultants of the Company or any Subsidiary involved in the design, review, evaluation or development of products or Intellectual Property Rights to execute and deliver a confidentiality and invention assignment agreement (either as a standalone document or as part of a more comprehensive agreement) in form and substance reasonably satisfactory to the Board of Directors of the Company, and the Company shall not amend or waive any of the provisions of any such confidentiality and invention assignment agreement in any material respect without the approval of the Board of Directors.

(d) Indemnification. The Company shall at all times maintain the provisions currently in its Bylaws or Certificate of Incorporation exculpating and indemnifying all Directors from and against liability unless otherwise approved by the Board of Directors.

(e) Corporate Existence. Maintain and cause each of its Subsidiaries to maintain their respective corporate existence, Intellectual Property Rights, other rights and franchises in full force and effect to the extent determined by the Company to be appropriate in accordance with good business practice.

(f) Properties, Business, Insurance. Maintain and cause each of its Subsidiaries to maintain as to their respective properties and business, with financially sound and reputable insurers, insurance against such casualties and contingencies and of such types and in such amounts as is determined by the Company to be customary for companies of a similar size and financial condition similarly situated within the same industry.

(g) Expenses of Directors. Promptly upon submission to the Company of reasonable documentation thereof reimburse in full each Director of the Company for all of his reasonable out-of-pocket expenses incurred in attending each meeting of the Board of Directors of the Company or any committee thereof.

(h) Compliance with Laws. Comply, and cause each Subsidiary to comply, with all applicable laws, rules, regulations and orders, noncompliance with which could reasonably be expected to materially adversely affect its business, assets, Intellectual Property Rights, operations or financial condition.

(i) Keeping of Records and Books of Account. Keep, and cause each Subsidiary to keep, adequate records and books of account, in which complete entries will be made in accordance with generally accepted accounting principles consistently applied, reflecting all financial transactions of the Company and such Subsidiary, and in which, for each fiscal year, all proper reserves for depreciation, depletion, obsolescence, amortization, taxes, bad debts and other purposes in connection with its business shall be made.

(j) Foreign Corrupt Practices Act Undertaking. The Company will use commercially reasonable efforts to ensure that neither the Company nor any Subsidiary of the Company shall take any action which would cause the Company or any Subsidiary of the Company to be in violation of the Foreign Corrupt Practices Act.

(k) Controls. The Company will maintain a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

1.02 Reporting Requirements. Until the occurrence of a Termination Event, the Company will furnish the following to each Stockholder subject to the confidentiality provisions of Section 5.08, unless such Stockholder waives in writing its rights to receive such reports:

(a) Monthly and Quarterly Reports. As soon as available and in any event within 45 days after the end of each calendar month, consolidated balance sheets of the Company and its Subsidiaries as of the end of such month and consolidated statements of income and a summary consolidated statement of monthly cash flows of the Company and its Subsidiaries for such month and for the period commencing at the end of the previous fiscal year and ending with the end of such month, setting forth in each case in comparative form the corresponding figures for the corresponding period of the preceding fiscal year, prepared in accordance with generally accepted accounting principles consistently applied (except for the exclusion of footnotes and normal year-end adjustments); and, as soon as available and in any event within 45 days after the end of the first three fiscal quarters of each fiscal year, financial statements containing the same information as required in the monthly financial statements set forth on a quarterly basis, prepared in accordance with generally accepted accounting principles consistently applied (except for the exclusion of footnotes and normal year-end adjustments). All such monthly and quarterly financial statements may be unaudited.

(b) Annual Reports. As soon as available and in any event within 120 days after the end of each fiscal year of the Company, a copy of the annual audit report for such year for the Company and its Subsidiaries, including therein consolidated balance sheets of the Company and its Subsidiaries as of the end of such fiscal year and consolidated statements of income and of cash flow of the Company and its Subsidiaries for such fiscal year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all such consolidated statements to be audited by a firm of independent public accountants approved by the Audit Committee of the Board of Directors.

(c) Budgets and Business Plan. As soon as available and in any event at least 30 days before the beginning of each fiscal year of the Company, a business plan and prepared on a monthly basis, operating budget for the forthcoming fiscal year, and as soon as available any revisions thereto, subject to other timing as approved by the Board of Directors.

(d) Reports and Other Information. Promptly upon publication, provide to each Stockholder copies of all consulting reports, notices of all material actions, suits or proceedings, copies of all accountant's reviews, and reports to management, and such other information as the Company shall make available to its stockholders generally.

The provisions of this Section 1.02 do not apply so long as (i) the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, (ii) any class of equity security of the Company is listed on any national stock exchange or (iii) the Company is subject to the "Guidelines for Providing Adequate Current Information" of the OTCQX (or any successor or similar requirement of the Pink OTC Markets).

1.03 Inspection Rights. Until the occurrence of a Termination Event, the Company will permit each Stockholder, and such Stockholder's employees, agents or representatives, upon reasonable prior written notice and only during the Company's regular business hours, to examine and make copies of and extracts from the records and books of account of, and visit and inspect the properties, assets, operations and business of the Company and any Subsidiary, and to discuss the affairs, finances and accounts of the Company and any Subsidiary with any of its officers, consultants, directors, employees, or independent accountants designated by the Board of Directors; provided, however, that (a) each Stockholder, on behalf of itself and its employees, agents and representatives, agrees in writing, in a form reasonably satisfactory to the Company, to hold all information confidential on the terms set forth in Section 5.08 hereof and (b) any such activities pursuant to this Section 1.03 shall not interrupt the normal operation of the Company's business.

1.04 Additional Stock Issuances.

(a) The Company shall not issue any additional Series A Shares without the prior written consent of the holders of the majority of the then-outstanding Series A Shares.

(b) The Company shall not issue any additional Series B Shares without the prior written consent of the holders of the majority of the then-outstanding Series B Shares.

ARTICLE II

REGISTRATION RIGHTS

2.01 Piggy-Back Registrations. If at any time the Company shall determine to register for its own account or the account of others under the Securities Act (including without limitation pursuant to the Qualified Public Offering, the Initial Public Offering or a legally binding obligation of the Company to effect such a registration on the demand of any stockholder of the Company) any of its equity securities, other than on Form S-8 or Form S-4 or their then equivalents ("Piggy-Back Registration"), it shall send to each holder of Registrable Shares, written notice of such determination and, if within fifteen (15) days after receipt of such notice, such holder shall so request in writing, the Company shall use its commercially reasonable efforts to include in such registration statement all or any part of the Registrable Shares such holder requests to be registered, except that if, in connection with any offering involving an underwriting of Common Stock to be issued by the Company, the managing underwriter shall impose a limitation on the number of shares of Common Stock which may be included in the registration statement because, in its judgment, such limitation is necessary to effect an orderly public distribution, then the Company shall be obligated to include in such registration statement only such limited portion (or none, if so required by the managing underwriter) of the Registrable Shares with respect to which such holder has requested inclusion hereunder.

2.02 [section omitted]

2.03 Registrations on Form S-3. In addition to the rights provided the holders of Registrable Shares in Section 2.01 above, if the Company is eligible to effect the registration of Registrable Shares under the Securities Act on Form S-3 (or any equivalent successor form promulgated by the Commission), then the Company shall provide the Stockholders with the following rights:

(a) For the Stockholders. Upon the written request of one or more Stockholders, the Company will so notify each Stockholder, and then will, as expeditiously as possible, use its commercially reasonable efforts to effect registration under the Securities Act on Form S-3 of all or such portion of the Registrable Shares as the Stockholders shall specify; provided, however, the Company shall not be required to effect a registration pursuant to this Section 2.03(a) unless the market value of the Registrable Shares to be sold by the Stockholder in any such registration shall be at least $500,000 at the time of filing such registration statement, and further provided that the Company shall not be required to effect more than one registration during any 12 month period pursuant to this Section 2.03(a), or more than three registrations in the aggregate pursuant to this Section 2.03(a); and provided further, that the Company shall not be required to effect any registration statement pursuant to this Section 2.03 if the Company expects in good faith to file a registration statement with respect to an offering of equity securities for cash within ninety (90) days of the date of such written request.

(b) Conflicts. In the event that, in a registration under this Section 2.03 which is effected through an underwriter, the underwriter imposes a limitation on the number of Registrable Shares which may be included in the registration statement in order to effect an orderly public distribution, then the Company shall exclude from such registration statement, first, all shares which are not Registrable Shares, and second, Registrable Shares which are requested to be included pursuant to Section 2.01. If after the application of the foregoing sentence it shall be necessary to exclude additional Registrable Shares, then Registrable Shares shall be excluded on a pro rata basis for all holders seeking to sell shares pursuant to such registration statement based on the number of Registrable Shares then held by such holders.

2.04 Effectiveness. The Company will use its commercially reasonable efforts to maintain the effectiveness for up to ninety (90) days (or such shorter period of time as the underwriters need to complete the distribution of the registered offering, or one year in the case of a "shelf' registration statement on Form S-3) of any registration statement pursuant to which any of the Registrable Shares are being offered, and from time to time will amend or supplement such registration statement and the prospectus contained therein to the extent necessary to comply with the Securities Act and any applicable state securities statute or regulation. The Company will also provide each holder of Registrable Shares with as many copies of the prospectus contained in any such registration statement as it may reasonably request. Notwithstanding the foregoing, for up to ninety (90) days, the Company may delay the disclosure of material non-public information concerning the Company, by suspending the use of any prospectus included in any registration contemplated by this Article II containing such information, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company (an "Allowed Delay"); provided, that the Company shall promptly (a) notify the Investors in writing of the existence of material non-public information giving rise to an Allowed Delay and (b) advise the Investors in writing to cease all sales under any applicable registration statements until the end of the Allowed Delay.

2.05 Indemnification of Holders of Registrable Shares. In the event that the Company registers any of the Registrable Shares under the Securities Act, the Company will indemnify and hold harmless each holder and each underwriter of the Registrable Shares (including their officers and directors) so registered and each Person, if any, who controls such holder or any such underwriter within the meaning of Section 15 of the Securities Act from and against any and all losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees), joint or several, to which they or any of them become subject under the Securities Act, applicable state securities laws or under any other statute or at common law or otherwise, as incurred, and, except as hereinafter provided, will reimburse each such holder, each such underwriter and each such controlling Person, if any, for any legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions whether or not resulting in any liability, as incurred, insofar as such losses, claims, damages, expenses, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement, in any preliminary or amended preliminary prospectus or in the final prospectus (or the registration statement or prospectus as from time to time amended or supplemented by the Company) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, unless (i) such untrue statement or alleged untrue statement or omission or alleged omission was made in such registration statement, preliminary or amended preliminary prospectus or final prospectus in reliance upon and in conformity with information furnished in writing to the Company in connection therewith by any such holder of Registrable Shares or its controlling Person or any such underwriter or its controlling Person expressly for use therein, or unless (ii) in the case of a sale directly by such holder of Registrable Shares (including a sale of such Registrable Shares through any underwriter retained by such holder of Registrable Shares to engage in a distribution on behalf of such holder of Registrable Shares), such untrue statement or alleged untrue statement or omission or alleged omission was contained in a preliminary prospectus and corrected in a final or amended prospectus copies of which were delivered to such holder of Registrable Shares or such underwriter on a timely basis, and such holder of Registrable Shares or such underwriter failed to deliver a copy of the final or amended prospectus at or prior to the confirmation for the sale of the Registrable Shares to the person asserting any such loss, claim, damage or liability in any case where such delivery is required by the Securities Act.

Promptly after receipt by any holder of Registrable Shares, any underwriter or any controlling Person of notice of the commencement of any action in respect of which indemnity may be sought against the Company, such holder of Registrable Shares, or such underwriter or such controlling Person, as the case may be, will notify the Company in writing of the commencement thereof (provided that failure to so notify the Company shall not relieve the Company from any liability it may have hereunder except to the extent such failure adversely impacts the Company) and, subject to the provisions hereinafter stated, the Company shall be entitled to assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to such holder of Registrable Shares, such underwriter or such controlling Person, as the case may be), and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Company.

Such holder of Registrable Shares, any such underwriter or any such controlling Person shall have the right to employ separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall not be at the expense of the Company unless the employment of such counsel has been specifically authorized in writing by the Company. The Company shall not be liable to indemnify any Person for any settlement of any such action effected without the Company's prior written consent. The Company shall not, except with the approval of each party being indemnified under this Section 2.05, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the parties being so indemnified of a release from all liability in respect of such claim or litigation.

In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which any holder of Registrable Shares exercising rights under this Article II, or any controlling Person of any such holder, makes a claim for indemnification pursuant to this Section 2.05 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 2.05 provides for indemnification in such case, then, the Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of the Company on the one hand and of the holder of Registrable Shares and any controlling Person on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of the holder of Registrable Shares and any controlling Person on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or by the holder of Registrable Shares and any controlling Person on the other, and each party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided however, that, in any such case, (A) no such holder will be required to contribute any amount in excess of the public offering price of all such Registrable Shares offered by such holder pursuant to such registration statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

2.06 Indemnification of Company. In the event that the Company registers any of the Registrable Shares under the Securities Act, each holder of the Registrable Shares so registered will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed or otherwise participated in the preparation of the registration statement, each underwriter of the Registrable Shares so registered and each Person, if any, who controls the Company within the meaning of Section 15 of the Securities Act from and against any and all losses, claims, damages, expenses or liabilities (including reasonable attorneys' fees), joint or several, to which they or any of them may become subject under the Securities Act, applicable state securities laws or under any other statute or at common law or otherwise, as incurred, and, except as hereinafter provided, will reimburse the Company and each such director, officer, underwriter or controlling Person for any legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions whether or not resulting in any liability, as incurred, insofar as such losses, claims, damages, expenses, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement, in any preliminary or amended preliminary prospectus or in the final prospectus (or in the registration statement or prospectus as from time to time amended or supplemented) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, but only insofar as any such statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company in connection therewith by such holder of Registrable Shares or any controlling Person expressly for use therein; provided however that such holder's obligations hereunder shall be limited to an amount equal to the proceeds received by such holder in such registration

Promptly after receipt of notice of the commencement of any action in respect of which indemnity may be sought against such holder of Registrable Shares, the Company will notify such holder of Registrable Shares in writing of the commencement thereof (provided that failure to so notify such holder shall not relieve such holder from any liability it may have hereunder), and such holder of Registrable Shares shall, subject to the provisions hereinafter stated, be entitled to assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Company) and the payment of expenses insofar as such action shall relate to the alleged liability in respect of which indemnity may be sought against such holder of Registrable Shares. The Company and each such director, officer, underwriter or controlling Person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel subsequent to any assumption of the defense by such holder of Registrable Shares shall not be at the expense of such holder of Registrable Shares unless employment of such counsel has been specifically authorized in writing by such holder of Registrable Shares. Such holder of Registrable Shares shall not

be liable to indemnify any Person for any settlement of any such action effected without such holder's written consent. Such holder of Registrable Shares shall not, except with the approval of each party being indemnified under this Section 2.06, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the parties being so indemnified of a release from all liability in respect of such claim or litigation.

In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which the Company exercising its rights under this Article II makes a claim for indemnification pursuant to this Section 2.06, but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding that this Section 2.06 provides for indemnification, in such case, then, the Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of the Company on the one hand and of the holder of Registrable Shares on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of the holder of Registrable Shares on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or by the holder of Registrable Shares on the other, and each party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided however that, in any such case (A) no such holder will be required to contribute any amount in excess of the public offering price of all shares offered by it pursuant to such registration statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

2.07 Exchange Act Registration. If the Company at any time shall list any class of equity securities of the type which may be issued upon the conversion of the Preferred Stock on any national securities exchange and shall register such class of equity securities under the Exchange Act, the Company will, at its expense, simultaneously list on such exchange and maintain such listing of, the Common Stock. If the Company becomes subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, the Company will use its commercially reasonable efforts to timely file with the Commission such information as the Commission may require under either of said Sections; and in such event, the Company shall use its commercially reasonable efforts to take all action as may be required of the issuer as a condition to the availability of Rule 144 or Rule 144A under the Securities Act (or any successor exemption rule hereinafter in effect) with respect to such Common Stock. The Company shall furnish to any holder of Registrable Shares forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144, (ii) a copy of the most recent annual or quarterly report of the Company as filed with the Commission, and (iii) such other reports and documents as a holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a holder to sell any such Registrable Securities without registration. After the occurrence of the Initial Public Offering, the Company agrees to use its commercially reasonable efforts to facilitate and expedite transfers of the Shares pursuant to Rule 144 under the Securities Act, which efforts shall include timely notice to its transfer agent to expedite such transfers of Shares.

2.08 Damages. The Company recognizes and agrees that the holders of Registrable Shares will not have an adequate remedy if the Company fails to comply with this Article II and that damages may not be readily ascertainable, and the Company expressly agrees that, in the event of such failure, it shall not oppose an application by any holder of Registrable Shares or any other Person entitled to the benefits of this Article II requiring specific performance of any and all provisions hereof or enjoining the Company from continuing to commit any such breach of this Article II.

2.09 Further Obligations of the Company. Whenever under the preceding Sections of this Article II, the Company is required hereunder to register Registrable Shares, it agrees that it shall also do the following:

(a) Furnish to each selling holder such copies of each preliminary and final prospectus and such other documents as said holder may reasonably request to facilitate the public offering of its Registrable Shares;

(b) Use its commercially reasonable efforts to register or qualify the Registrable Shares covered by said registration statement under the applicable securities or "blue sky" laws of such jurisdictions as any selling holder may reasonably request; provided however that the Company shall not be obligated to qualify to do business in any jurisdictions where it is not then so qualified or to take any action which would subject it to the

service of process in suits other than those arising out of the offer or sale of the securities covered by the registration statement in any jurisdiction where it is not then so subject;

(c) [section omitted]

(d) Permit each selling holder of Registrable Shares or his or its counsel or other representatives to inspect and copy such corporate documents and records as may reasonably be requested by them, subject to the requirements of Section 5.08;

(e) Furnish to each selling holder of Registrable Shares a copy of all documents filed with and all correspondence from or to the Commission in connection with any such offering of securities;

(f) Cooperate to the extent reasonably requested to obtain all necessary approvals from the National Association of Securities Dealers, Inc.; and

(g) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, but not more than eighteen months, beginning with the first month after the effective date of the registration statement covering the Initial Public Offering, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

Whenever under the preceding Sections of this Article II the holders of Registrable Shares are registering such shares pursuant to any registration statement, each such holder agrees to (i) timely provide to the Company, at its request, such information and materials as it may reasonably request in order to effect the registration of such Registrable Shares and (ii) convert all shares of Preferred Stock included in any registration statement to shares of Common Stock, such conversion to be effective at the closing of such offering pursuant to such registration statement.

2.10 Expenses. In the case of all Piggy-Back Registrations effected under Section 2.01 and one registration per 12-month period effected under Section 2.03 up to the maximum number specified therein, the Company shall bear all reasonable costs and expenses of each such registration, including, but not limited to, the Company's printing, legal and accounting fees and expenses, Commission and NASD filing fees and "Blue Sky" fees and expenses; provided however that the Company shall have no obligation to pay or otherwise bear any portion of the underwriters' commissions or discounts attributable to the Registrable Shares being offered and sold by the holders of the Registrable Shares, or the fees and expenses of counsel for the selling holders of Registrable Shares in connection with the registration of the Registrable Shares.

2.11 "Lock-Up" Agreement.

(a) Initial Public Offering. Each holder of Registrable Shares agrees, if so requested by the Company and an underwriter of Common Stock or other securities of the Company, not to sell, transfer or dispose of any Common Stock or other securities of the Company held by it during a period of up to 180 days (plus such additional number of days (not to exceed 36) as may reasonably be requested to enable the underwriter(s) of such offering to comply with Rule 2711(f) of the Financial Industry Regulatory Authority or any amendment or successor thereto) following the effective date of a registration statement filed pursuant to the Initial Public Offering, provided that:

(i) Such agreement shall apply only to the Initial Public Offering; and

(ii) Any other security holders whose securities are included in such registration statement and all executive officers and directors of the Company shall also enter into similar agreements.

Such "lock-up" agreement shall be in writing and in form and substance satisfactory to the Company and such underwriter. The Company may impose stop-transfer instructions with respect to the shares subject to the foregoing restrictions until the end of said "lock-up" period.

(b) Lock Up after Initial Public Offering. Each holder of Registrable Shares agrees, if so requested by the Company and an underwriter of Common Stock or other securities of the Company, not to sell, transfer or dispose of any Common Stock or other securities of the Company held by it during a period of up to 90 days (plus such additional number of days (not to exceed 36) as may reasonably be requested to enable the underwriter(s) of such offering to comply with Rule 2711(f) of the Financial Industry Regulatory Authority or any

amendment or successor thereto) following the effective date of a registration statement filed pursuant to any underwritten public offering after the Initial Public Offering, provided that any other security holders whose securities are included in such registration statement and all executive officers and directors of the Company shall also enter into similar agreements.

Such "lock-up" agreement shall be in writing and in form and substance satisfactory to the Company and such underwriter. The Company may impose stop-transfer instructions with respect to the shares subject to the foregoing restrictions until the end of said "lock-up" period.

2.12 Mergers, Etc. The Company shall not, directly or indirectly, enter into any merger, consolidation or reorganization in which the Company shall not be the surviving corporation unless the proposed surviving corporation shall, prior to such merger, consolidation or reorganization, agree in writing to assume the obligations of the Company under Article II of this Agreement, and for that purpose references hereunder to Registrable Shares shall be deemed to be references to the securities which the holders of Registrable Shares would be entitled to receive in exchange for Registrable Shares under any such merger, consolidation or reorganization; provided however that the provisions of this Section 2.12 shall not apply in the event of any merger, consolidation, or reorganization in which the Company is not the surviving corporation and if all stockholders are entitled to receive, in exchange for their Registrable Shares consideration consisting solely of (i) cash, and/or (ii) securities of the acquiring corporation which may be immediately sold to the public without registration under the Securities Act.

2.13 Other Registration Rights. The Company represents and warrants to the Stockholders that there are no other registration rights outstanding with respect to capital stock of the Company pursuant to any other agreement or commitment by which the Company is bound. The Company shall not grant any registration rights to any other Person which registration rights are senior to the registration rights of the Stockholders, unless the Company shall first obtain the written consent of a majority-in-interest of the Stockholders.

ARTICLE III

RIGHT OF FIRST OFFER

3.01 Right of First Offer. Subject to Section 3.06, before the Company shall issue, sell or exchange, agree or obligate itself to issue, sell or exchange, or reserve or set aside for issuance, sale or exchange, in a transaction the primary purpose of which is the raising of capital, any (i) shares of Common Stock, (ii) any other equity security of the Company, including without limitation, shares of Preferred Stock, (iii) any debt security of the Company which by its terms is convertible into or exchangeable for any equity security of the Company, (iv) any security of the Company that is a combination of debt and equity, or (v) any option, warrant or other right to subscribe for, purchase or otherwise acquire any such equity security or any such debt security of the Company, the Company shall, in each case, first offer to sell such securities ("Offered Securities") to those Stockholders who, together with their Affiliates, then hold all right, title, and interest in and to at least fifty-one percent (51%) of the sum of (i) the Series A Shares purchased by that Stockholder pursuant to the Stock Purchase Agreement (either through ownership of such Series A Shares, ownership of common stock of Proxim issued upon conversion thereof, or ownership of some combination of Series A Shares and such shares of common stock (which shall be treated for purposes of this percentage calculation as equal to the number of Series A Shares from which such shares were converted, it being understood that Series A Shares may have converted to common stock at different conversion rates)) and (ii) just in the case of SRA, the Series B Shares purchased by SRA pursuant to the Stock Purchase Agreement ("Preemptive Stockholders"), as follows: The Company shall offer to sell to each Preemptive Stockholder that portion of the Offered Securities as the number of Common Shares which such Preemptive Stockholders then holds or has the right to acquire bears to the sum of the total number of issued and outstanding Common Shares, plus the number of Common Shares reserved for issuance upon conversion of outstanding shares of convertible securities of the Company (including the Preferred Stock) and upon exercise of warrants, options and rights outstanding, at a price and on such other terms as shall have been specified by the Company in a written notice delivered to the Preemptive Stockholders (the "Offer"), which Offer by its terms shall remain open and irrevocable for a period of fifteen (15) days from the notice of the Offer.

3.02 Notice of Acceptance. Notice of each Preemptive Stockholder's intention to accept, in whole or in part, any Offer made pursuant to Section 3.01 shall be evidenced by a writing signed by such Preemptive Stockholder and delivered to the Company prior to the end of the 15-day period of such Offer, setting forth the number of shares or securities such Preemptive Stockholder elects to purchase (the "Notice of Acceptance"). Failure of any Preemptive Stockholder to deliver a Notice of Acceptance within said 15 days will be deemed to be a rejection of the Offer.

3.03 Conditions to Acceptances and Purchase.

(a) Permitted Sales of Refused Securities. The Company shall have one hundred twenty (120) days from the end of said 15-day period to sell any such Offered Securities as to which a Notice of Acceptance has not been given ("Refused Securities") to any Person or Persons, but only for cash and otherwise in all respects upon terms and conditions, including, without limitation, unit price and interest rates, which are no more favorable, in the aggregate, to such other Person or Persons or less favorable, in the aggregate, to the Company than those set forth in the Offer.

(b) [section omitted]

(c) Closing. Upon the closing, which shall include full payment to the Company, of the sale to such other Person or Persons of all or less than all the Refused Securities, the Preemptive Stockholders shall purchase from the Company, and the Company shall sell to the Preemptive Stockholders, the number of Offered Securities specified in the Notices of Acceptance upon the terms and conditions specified in the Offer. The purchase by the Preemptive Stockholders of any Offered Securities is subject in all cases to the preparation, execution and delivery by the Company and the Preemptive Stockholders of a purchase agreement relating to such Offered Securities reasonably satisfactory in form and substance to the Preemptive Stockholders and their respective counsel.

3.04 Further Sale. In each case, any Offered Securities not purchased by the Preemptive Stockholders or other Person or Persons in accordance with Section 3.03 may not be sold or otherwise disposed of until they are again offered to the Preemptive Stockholders under the procedures specified in Section 3.01, 3.02 and 3.03.

3.05 Termination and Waiver of Right of First Offer. The rights of the Preemptive Stockholders under this Article III may be waived with respect to each series of preferred stock of the Company upon the prior written consent of the holders of a majority of the outstanding shares of such series, and shall terminate immediately upon a Termination Event and also immediately prior to the effectiveness of the registration statement with respect to the Initial Public Offering, but expressly conditioned on the consummation of the Initial Public Offering.

3.06 Exception. The rights of the Preemptive Stockholders under this Article III shall not apply to:

(a) any Offered Securities issued on or after the first anniversary of the date of this Agreement;

(b) Common Stock, preferred stock, or options, warrants, or other shares or any debt convertible into equity issued on or after the date of this Agreement in connection with the resolution of any lawsuits, claims, or disputes involving the Company;

(c) Common Stock issued as a stock dividend to holders of Common Stock or upon any subdivision of shares of Common Stock;

(d) Preferred Stock issued as a dividend to holders of Preferred Stock or upon any subdivision of shares of Preferred Stock;

(e) the issuance of any Conversion Shares;

(f) Common Stock issued upon exercise of options, warrants and rights outstanding as of the date of this Agreement;

(g) Shares of Common Stock or options for Common Stock (including shares of Common Stock issuable upon the exercise thereof) of the Company issued after the date hereof to directors, officers, employees or consultants of the Company and any Subsidiary pursuant to any qualified or non-qualified stock option plan, employee stock ownership plan, employee benefit plan, stock plan, or such other options, arrangements, agreements or plans intended principally as a means of providing compensation or incentive compensation for employment or services, approved by the Board of Directors of the Company;

(h) any Offered Securities issued to banks or other lenders or equipment lessors in connection with the Company obtaining loans or equipment financing; or

(i) any Offered Securities issued in a merger or consolidation or as consideration for the acquisition by the Company of any other corporation or other business entity or of the assets and business thereof; or

(j) Series A Shares and Series B Shares issued pursuant to the Stock Purchase Agreement.

ARTICLE IV

DEFINITIONS AND ACCOUNTING TERMS

4.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Affiliate" means a corporation or other entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, a Stockholder (with "control" meaning ownership of a majority of the equity interests of the entity or equivalent interest therein).

"Agreement" means this Investor Rights Agreement as from time to time amended and in effect between the parties, including all Exhibits hereto.

"Board" or "Board of Directors" means the board of directors of the Company as constituted from time to time.

"Commission" shall mean the Securities and Exchange Commission or any other federal agency then administering the Securities Act or Exchange Act.

"Common Stock" includes (a) the Company's Common Stock, (b) any other capital stock of any class or classes (however designated) of the Company authorized on or after the date hereof, the holders of which shall have the right, without limitation as to amount, either to all or to a share of the balance of current dividends and liquidating distributions after the payment of dividends and distributions on any shares entitled to preference, and (c) any other securities into which or for which any of the securities described in (a) or (b) may be converted or exchanged pursuant to a plan of recapitalization, reorganization, merger, sale of assets or otherwise.

"Common Shares" means shares of the Company's Common Stock.

"Company" means Proxim Wireless Corporation, a Delaware corporation, and its successors and assigns.

"Consolidated" and "consolidating" when used with reference to any term defined herein mean that term as applied to the accounts of the Company and its Subsidiaries consolidated in accordance with generally accepted accounting principles consistently applied throughout reporting periods.

"Conversion Shares" means shares of Common Stock issuable upon conversion of the Preferred Shares, if any, as the case may be.

"Directors" means the members from time to time of the Board of Directors.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the Commission (or of any other Federal agency then administering the Exchange Act) thereunder, all as the same shall be in effect at the time.

"Information Recipient" means any Person who receives any information subject to Section 5.08.

"Initial Public Offering" means the first underwritten public offering of Common Stock of the Company after the date hereof for the account of the Company and offered on a "firm commitment" basis pursuant to an offering registered under the Securities Act with the Commission on Form S-1, Form SB-1, Form SB-2 or their then equivalents.

"Intellectual Property Rights" means any and all, whether domestic or foreign, patents, patent applications, patent rights, trade secrets, confidential business information, formulae, processes, laboratory notebooks, algorithms, copyrights, mask works, claims of infringement against third

parties, licenses, permits, license rights, contract rights with employees, consultants; and third parties, trademarks, trade names, service marks, inventions and discoveries, and other such rights generally classified as intangible property assets in accordance with generally accepted accounting principles.

"Investors" means the Persons who are listed on the signature pages hereof and any Person to whom some or all of the Series A Shares (or common stock into which the Series A Shares have been converted) or Series B Shares has been transferred and with respect to which such Person is assigned rights in accordance with Section 5.04 below, provided that such Person agrees to be bound by this Agreement.

"Notice of Acceptance" shall have the meaning assigned to that term in Section 3.02.

"Offer" shall have the meaning assigned to that term in Section 3.01.

"Offered Securities" shall have the meaning assigned to that term in Section 3.01.

"Person" means an individual, corporation, partnership, joint venture, trust, university, or unincorporated organization, or a government, or any agency or political subdivision thereof.

"Preferred Shares" means the shares of preferred stock of the Company now held or hereafter acquired by any Stockholder.

"Qualified Public Offering" means (i) an underwritten public offering on a firm commitment basis pursuant to an effective registration statement filed pursuant to the Securities Act covering the offer and sale of Common Stock of the Company in which the net proceeds of the offering equal or exceed $25,000,000 (net of underwriting discounts and commissions) and in which the price per share of the Common Stock equals or exceeds $0.15 (subject to appropriate adjustment for stock splits, stock dividends, stock recapitalizations and the like).

"Refused Securities" shall have the meaning assigned to that term in Section 3.03.

"Registrable Shares" shall mean and include (i) the Conversion Shares, (ii) all shares of Common Stock issued or issuable upon the exercise or conversion of any warrant, preferred stock, right or convertible security issued as a dividend or distribution with respect to, or in exchange or replacement for, Preferred Shares or Conversion Shares; and (iii) any shares of Common Stock issued to (or issuable upon exercise of warrants issued to) any bank or other lender, or equipment lessor in connection with the Company obtaining a loan or equipment financing, if the Company expressly accords to such shares the registration rights contained in this Agreement; provided however that (i) shares of Common Stock which are Registrable Shares shall cease to be Registrable Shares upon the consummation of any sale of such shares pursuant to a registration statement or Rule 144 under the Securities Act; (ii) Registrable Shares shall not include capital stock acquired primarily as, or acquired pursuant to exercise of options or rights granted to any employee, officer, director or consultant primarily as, compensation for employment or services, and (iii) shares of Common Stock which are eligible to be sold by the holder thereof under Rule 144 under the Securities Act without volume limitation shall cease to be Registrable Shares, unless the holder of such Shares owns 5% or more of the then outstanding capital stock of the Company. Wherever reference is made in this Agreement to holders of Registrable Shares or to a request or consent of holders of a certain percentage of Registrable Shares, each holder of Preferred Shares shall be deemed to hold the Conversion Shares issuable upon conversion of the Preferred Shares (if any, as the case may be), even if such conversion has not yet been effected.

"Securities Act" means the Securities Act of 1933, as amended, or any similar Federal statute, and the rules and regulations of the Commission (or of any other Federal agency then administering the Securities Act) thereunder, all as the same shall be in effect at the time.

"Stockholders" means any Investor.

"Shares" means, collectively, the Preferred Shares and the Conversion Shares.

"Subsidiary" or "Subsidiaries" means any Person of which the Company and/or any of its other Subsidiaries (as herein defined) directly or indirectly owns at the time at least fifty percent (50%) of the outstanding voting securities.

"Termination Event" with respect to any Stockholder shall mean the earliest to occur of (a) consummation of a Qualified Public Offering or (b) the date when such Stockholder (together with its Affiliates) does not then hold all right, title, and interest in and to at least fifty-one percent (51%) of the sum of (i) the Series A Shares purchased by that Stockholder pursuant to the Stock Purchase Agreement (either through ownership of such Series A Shares, ownership of common stock of Proxim issued upon conversion thereof, or ownership of some combination of Series A Shares and such shares of common stock (which shall be treated for purposes of this percentage calculation as equal to the number of Series A Shares from which such shares were converted, it being understood that Series A Shares may have converted to common stock at different conversion rates)) and (ii) just in the case of SRA, the Series B Shares purchased by SRA pursuant to the Stock Purchase Agreement.

4.02 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied, and all financial data submitted pursuant to this Agreement shall be prepared in accordance with such principles.

ARTICLE V

MISCELLANEOUS

5.01 No Waiver; Cumulative Remedies. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

5.02 Amendments, Waivers and Consents. Any provision in the Agreement to the contrary notwithstanding, and except as hereinafter provided, changes in, termination or amendments of or additions to this Agreement may be made, and compliance with any covenant or provision set forth herein may be omitted or waived, either prospectively or retroactively, if the Company (i) shall obtain consent thereto in writing from the Stockholders holding at least a majority of the Registrable Shares then held by the Stockholders, and (ii) shall deliver copies of such consent in writing to any Stockholders who did not execute such consent; provided that no consents shall be effective to reduce the percentage of the Registrable Shares the consent of the holders of which is required under this Section 5.02. Any waiver or consent may be given subject to satisfaction of conditions stated therein and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.03 Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing or delivered to each applicable party at the address set forth in the records of the Company (or in the case of the Company, the address shown on the signature page hereof) or at such other address as to which such party may inform the other parties in writing in compliance with the terms of this Section. All such notices, requests, demands and other communications shall be deemed delivered: three days after mailed (which mailing must be accomplished by certified mail, return receipt requested and postage prepaid); when transmitted by successful facsimile transmission; one business day after deposited with a guaranteed overnight courier service (charged to sender); or when delivered in hand or dispatched by telegraph.

5.04 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Company and the Stockholders and their respective heirs, successors and permitted assigns, except that (a) the Company shall not have the right to delegate its obligations hereunder or to assign its rights hereunder or any interest herein without the prior written consent of the Stockholders holding at least a majority of the Registrable Shares then held by the Stockholders and (b) the Stockholders may not assign their rights hereunder except in connection with the sale of the shares of Preferred Shares and Conversion Shares held by them and provided further that only the rights of Stockholders pursuant to Sections 1.01 (except (d) and (g)) and 2.01 (and associated rights and obligations pursuant to Sections 2.04 through 2.12) may be transferred to any Person who is not an Affiliate of the assigning Stockholder. Any transfer of rights to an Affiliate of a Stockholder shall immediately be limited to the rights that may be transferred to non-Affiliates upon the original Affiliate or any subsequent transferee ceasing to be an Affiliate of the original Stockholder.

5.05 Survival of Representations and Warranties. All representations and warranties made in this Agreement shall survive the execution and delivery hereof or thereof.

5.06 Other Agreement. This Agreement and the Stock Purchase Agreement, the Company's Certificate of Incorporation (including any amendments and certificates of designation), and the other agreements executed and delivered simultaneously herewith and therewith ("Concurrent Agreements") constitute the entire agreement among the parties and supersede any and all prior understandings or agreements, written or oral, concerning the subject matter hereof.

5.07 Severability. The provisions of this Agreement and the Concurrent Agreements are severable and, in the event that any court of competent jurisdiction one or more of the provisions or part of a provision contained in this Agreement or in any Concurrent Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, but this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

5.08 Confidentiality. Each Stockholder agrees that it and its directors, officers, employees, and other Information Recipients will keep confidential and will not disclose or divulge or use (other than for an evaluation of such Stockholder's investment in the Company) any confidential, proprietary, secret or non-public information which such Stockholder may obtain from the Company pursuant to financial statements, reports and other materials submitted by the Company to such Stockholder pursuant to this Agreement, or pursuant to visitation or inspection rights granted hereunder, unless such information is known, or until such information becomes known, to the public (other than through a violation of this Section 5.08); provided however that a Stockholder may disclose such information (i) on a confidential basis to its attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with its investment in the Company, (ii) to any prospective purchaser of any Preferred Shares or Conversion Shares from such Stockholder as long as such prospective purchaser agrees with the Company in writing to be bound by the provisions of this Section 5.08, (iii) on a confidential basis to any affiliate or partner of such Stockholder and (iv) as required by applicable law; provided, further however, that in no case may any Stockholder provide any such information to any competitor of the Company or to any employee of or consultant to any competitor of the Company. Each Stockholder acknowledges that it is aware, and that it will advise its directors, officers, employees, agents, consultants and other representatives who are informed of the matters that are the subject of this Agreement, that trading in the securities of the Company while knowing or in possession of material, nonpublic information would be a violation of securities laws and that communicating such information to any other person when it is reasonably foreseeable that such other person may trade in such securities would also be a violation of securities laws. Each Stockholder, for itself and each of its directors, officers, employees, agents, consultants and other representatives who are informed of the matters that are the subject of this Agreement, agrees not to engage in any transactions involving securities of the Company while knowing or in possession of material, nonpublic information or that otherwise would violate applicable securities laws.

5.09 Governing Law. This Agreement shall be governed by, and construed in accordance with the internal laws of the State of California without giving effect to choice of laws provisions.

5.10 Headings. Article, section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5.11 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement may be executed by facsimile signature or electronic exchanges of documents bearing a scanned signature, and a facsimile or copy of a signature is valid as an original.

5.12 Further Assurances. From and after the date of this Agreement, upon the request of any Stockholder or the Company, the Company and the Stockholder shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

5.13 Aggregation of Stock. All shares of Company stock held or acquired by an investor and its affiliates shall be aggregated together for purposes of determining the availability of any rights under this Agreement.

5.14 Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the parties agree to try to resolve the dispute amicably including at least one face-to-face meeting attended by representatives with decisionmaking authority. Any legal action relating to this Agreement may be initiated but only in Santa Clara County, California, and only in California courts, or in the federal district court. The prevailing party shall be entitled to attorneys' fees, expert witness fees, and costs incurred in connection with any legal action.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

PROXIM WIRELESS CORPORATION

By: /s/ Pankaj S. Manglik
Title: President
Address: 1561 Buckeye Drive
Milpitas, CA 95035

Fax No.: (408) 383-7680

SRA OSS INC.

By: /s/ Rao M. Papolu
Dr. Rao M. Papolu
President
5300 Stevens Creek Boulevard, Suite 460
San Jose, California 95129
Fax No.: (408) 855-8206

LLOYD I. MILLER, III

By: /s/ Lloyd I. Miller, III
Name: Lloyd I. Miller, III

4550 Gordon Drive
Naples, FL 34102-7914
Tel: (239) 263-8860
Fax: (239) 262-8025

MILFAM II L.P.

By: Milfam LLC
Its: General Partner

By: /s/ Lloyd I. Miller, III
Name: Lloyd I. Miller, III
Title: Manager

4550 Gordon Drive
Naples, FL 34102-7914
Tel: (239) 263-8860
Fax: (239) 262-8025

Signature Page to Investor Rights Agreement

EXHIBIT 4

Strategic Alliance Agreement, dated as of August 13, 2009, between Proxim Wireless Corporation and SRA OSS Inc.

STRATEGIC ALLIANCE AGREEMENT

This Strategic Alliance Agreement is entered into as of the 13th day of August, 2009 ("Agreement") by and between Proxim Wireless Corporation, a Delaware corporation, with a principal place of business at 1561 Buckeye Drive, Milpitas, CA 95035 ("Proxim") and SRA OSS Inc., a Delaware corporation, with its main office located 5300 Stevens Creek Boulevard, Suite 460, San Jose, California 95129 ("SRA").

WHEREAS Proxim technology products and SRA software products and services complement each other;

AND WHEREAS SRA is investing Five Million Dollars ($5,000,000) into Proxim ("Investment") pursuant to the execution of a Preferred Stock Purchase Agreement ("Stock Agreement");

AND WHEREAS in connection with such Investment, both parties desire to enter into this Agreement;

NOW THEREFORE in consideration of the mutual promises and covenants herein, it is agreed as follows:

1. Term. The term of this Agreement shall begin from the date of closing under the Stock Agreement and shall continue until terminated pursuant to Section 9 ("Term").

2. Affiliates. Proxim shall cause each of its existing and future Affiliates, wherever located, to comply with the terms and conditions of this Agreement. SRA shall cause each of its existing and future Affiliates, wherever located, to comply with the terms and conditions of this Agreement. An "Affiliate" of a party means a corporation or other entity that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such party, by virtue of ownership of a majority of the outstanding voting equity. For the avoidance of doubt, and without limiting the generality of the above, it is understood and agreed that if an Affiliate of a party (rather than such party itself) enters into an agreement with, and/or realizes gross profit from, a customer referred by the other party that is registered pursuant to this Agreement, such party will owe commissions to the other party pursuant to the terms and conditions of Section 5.

3. Strategic Alliance.

    a. Proxim will use its commercially reasonable efforts to perform all of the following services during the Term, in good faith and in a professional and workmanlike manner:
        i. Promote the professional services and solutions relating to ERP software products (Oracle, SAP, etc.) and software development in networking technologies such as WiMAX and LTE that SRA then offers to third party customers (the "SRA Services"). SRA should provide information to Proxim about the SRA Services that Proxim can give to those major and strategic existing and future customers of Proxim that

Proxim has reason to believe may have a need for such SRA Services, anywhere in the world. In connection with such promotional efforts, Proxim will suggest that such customers engage SRA to perform such services, introduce SRA to such customers, arrange meetings between SRA and such customers, and otherwise cooperate with SRA in promoting SRA's services to such customers. It is expressly understood that the provisions of this Section 3(a)(i) shall (a) not require Proxim to discontinue any of the products or services it currently offers or determines to offer in the future and that Proxim is not obligated to promote SRA's services if Proxim already provides the same type of services and (b) apply to major and strategic existing and future customers of Proxim; provided that for such major and strategic existing and future customers, Proxim shall not be required to promote SRA's services if, in Proxim's reasonable judgment, the promotion of SRA's services could reasonably be expected to have an adverse impact on Proxim's business;

ii. Take any other actions, at SRA's expense, that SRA may reasonably request from time to time to facilitate the sale of SRA's services to such customers generally consistent with the scope of activities described in Section 3(a)(i) above; provided, however, that Proxim shall not be required to do anything that would have an adverse impact on the conduct of Proxim's own business (as reasonably determined by Proxim's Board of Directors);

iii. Cooperate/participate with SRA in major software development initiatives /services and business opportunities by using combined marketing skills to bid and/or execute domestic and global projects on mutually agreed terms and conditions, including revenue sharing and resource and personnel availability and allocation;

iv. Assist SRA with the growth of SRA's telecom-wireless services and solutions, by promoting such services in the same manner as Proxim is to promote SRA's other services, as provided above.

b. SRA will use its commercially reasonable efforts to perform all of the following services during the Term, in good faith and in a professional and workmanlike manner:

i. Promote the products and professional services and solutions offered by Proxim about which Proxim has provided information and training to SRA, including but not necessarily limited to those relating to Wireless LAN, BWA, WiMAX, P2P, and mesh technologies, to those existing and future customers of SRA that SRA has reason to believe may have a need for such services, anywhere in the world. In connection with such promotional efforts, SRA will suggest that such customers engage Proxim to provide such products and perform such services, introduce Proxim to such customers, arrange meetings between Proxim and such customers, and otherwise cooperate with Proxim in promoting Proxim's services to such customers. It is expressly understood that the provisions of this Section 3(b)(i) shall (a) not require SRA to discontinue any of the products or services it currently offers or determines to offer in the future and that SRA is not obligated to promote Proxim's services if SRA already provides the same type of services and (b) apply to existing and future customers

of SRA; provided that for such existing and future customers, SRA shall not be required to promote Proxim's products and services if, in SRA's reasonable judgment, the promotion of Proxim's products and services could reasonably be expected to have an adverse impact on SRA's business;

ii. Take any other actions, at Proxim's expense, that Proxim may reasonably request from time to time to facilitate the sale of Proxim's products and services to such customers generally consistent with the scope of activities described in Section 3(b)(i) above; provided, however, that SRA shall not be required to do anything that would have an adverse impact on the conduct of SRA's own business (as reasonably determined by SRA's Board of Directors); and

iii. Cooperate/participate with Proxim in major product and software development initiatives /services and business opportunities by using combined marketing skills to bid and/or execute domestic and global projects on mutually agreed terms and conditions, including revenue sharing and resource and personnel availability and allocation.

4. Investment Interest. Proxim understands that SRA is making the Investment in Proxim in reliance on Proxim's covenants in this Agreement. SRA understands that Proxim is accepting the Investment from SRA in reliance on SRA's covenants in this Agreement.

5. Commissions.

(a) Definitions. As used in this Agreement, "Customer" means a single legal entity, including all of its divisions and locations. As used in this Agreement, the term "Proxim-Referred Customer" means a Customer that is referred by Proxim to SRA during the Term and registered in accordance with the terms of this Agreement, and an "SRA-Referred Customer" means a Customer that is referred by SRA to Proxim during the Term and registered in accordance with the terms of this Agreement. For purposes of this Agreement, a Customer shall be deemed to have been referred by a party to the other party only if (i) the referring party has an existing business relationship with such Customer, or the Customer is a new potential customer with which the referring party has had meaningful and substantive contact and discussions, and (ii) prior to the referral, the other party had not already initiated contact and discussions regarding the initial project that is the subject of the referral, with Customer personnel who are assigned to the same Customer division and location where such initial project is to be performed. If either party desires to refer a Customer to the other party, the referring party shall so notify the other party and provide general information about the Customer and project sufficient to provide a general understanding of the opportunity to the other party (which need not identify the name of the Customer). The parties shall then discuss the opportunity and decide whether or not the opportunity should be registered and pursued jointly pursuant to this Agreement. If both parties agree in writing to registration, the opportunity shall be registered by adding it to Schedule A attached hereto. If both parties do not agree in writing to registration, the opportunity shall not be registered under this Agreement. As used in this Agreement, the term "Default Amount" shall mean [REDACTED]

Each party will designate a primary point of contact for communications to and from the other party relating to potential deal registrations and may change such designee from time to time by further notice to the other party. For purposes of this Agreement, a product is deemed to have been "sold" by a party and "purchased" by a customer when the customer enters into a binding contract to purchase such product from such party.

(b) Acceptance; Contract Terms. Each party will accept registration of opportunities presented by the other party, and use commercially reasonable efforts to pursue the registered opportunities, unless in either case such party has a valid business reason for not doing so. Such valid business reasons include, but are not limited to, an opportunity not being within such party's scope of business. Notwithstanding the above, the parties acknowledge and agree that a party to whom a Customer is referred shall be free to accept or reject the proposed terms of a transaction with such Customer, in the sole discretion of such party. The terms and conditions of any agreement entered into between a party and a Customer referred by the other party shall be determined solely by the parties to such agreement.

(c) Commissions Payable by Proxim. If Proxim enters into an agreement with an SRA-Referred Customer within one (1) year after the date the SRA-Referred Customer was agreed by the parties to be registered on Schedule A, pursuant to which Proxim is to sell hardware and/or perform services, Proxim will pay SRA the following amounts, as commissions:

(i) for hardware: default is the Default Amount of the gross profit realized by Proxim from all hardware sold directly or indirectly by Proxim to the SRA-Referred Customer during the first three (3) years after the date the SRA-Referred Customer is agreed by the parties to be registered on Schedule A. However, both parties may agree to a different commission schedule on a case-by-case basis.

(ii) for services: default is the Default Amount of the gross profit realized by Proxim from services rendered directly or indirectly by Proxim for such SRA-Referred Customer during the first three (3) years after the date the SRA-Referred Customer is agreed by the parties to be registered on Schedule A. However, both parties may agree to a different commission schedule on a case-by-case basis.

In each case, gross profit shall be determined in accordance with United States generally accepted accounting principles (US GAAP). Gross profit shall be deemed to have been realized by Proxim on the date Proxim receives payment from the SRA-Referred Customer for such equipment or services. Proxim shall not owe any commission to SRA with respect to profits realized by Proxim on any additional equipment or services Proxim may sell to or render for such SRA-Referred Customer beyond the equipment and/or services such SRA-Referred Customer purchases from Proxim during the first three (3) years after the date the SRA-Referred Customer is agreed by the parties to be registered on Schedule A. In addition, Proxim shall not owe any commission to SRA with respect to profits realized by Proxim on any equipment or services Proxim may sell to or render for an SRA-Referred Customer pursuant to transactions procured independently by Proxim. A transaction shall not be deemed to have been procured independently by Proxim if such transaction was procured through direct or indirect referral or recommendation by (i) SRA, or (ii) personnel of the SRA-Referred Customer with whom Proxim became acquainted by reason of prior

transactions entered into by Proxim pursuant to this Agreement. For hardware sold by an Affiliate of Proxim, or services performed by an Affiliate of Proxim, the gross profit on which SRA's commissions are calculated shall be the total gross profit realized by both Proxim and such Affiliate.

(d) Commissions Payable by SRA. If SRA enters into an agreement with a Proxim-Referred Customer within one (1) year after the date the Proxim-Referred Customer was agreed by the parties to be registered on Schedule A, pursuant to which SRA is to sell hardware and/or perform services, SRA will pay Proxim the following amounts, as commissions:

(i) for hardware: default is the Default Amount of the gross profit realized by SRA from all hardware sold directly or indirectly by SRA to the Proxim-Referred Customer during the first three (3) years after the date the Proxim-Referred Customer is agreed by the parties to be registered on Schedule A. However, both parties may agree to a different commission schedule on a case-by-case basis.

(ii) for services: default is the Default Amount of the gross profit realized by SRA from services rendered directly or indirectly by SRA for such Proxim-Referred Customer during the first three (3) years after the date the Proxim-Referred Customer is agreed by the parties to be registered on Schedule A. However, both parties may agree to a different commission schedule on a case-by-case basis.

In each case, gross profit shall be determined in accordance with United States generally accepted accounting principles (US GAAP). Gross profit shall be deemed to have been realized by SRA on the date SRA receives payment from the Proxim-Referred Customer for such hardware or services. SRA shall not owe any commission to Proxim with respect to profits realized by SRA on any additional hardware or services SRA may sell to or render for such Proxim-Referred Customer beyond the hardware and/or services such Proxim-Referred Customer purchases from SRA during the first three (3) years after the date the Proxim-Referred Customer is agreed by the parties to be registered on Schedule A. In addition, SRA shall not owe any commission to Proxim with respect to profits realized by SRA on any equipment or services SRA may sell to or render for a Proxim-Referred Customer pursuant to transactions procured independently by SRA. A transaction shall not be deemed to have been procured independently by SRA if such transaction was procured through direct or indirect referral or recommendation by (i) Proxim, or (ii) personnel of the Proxim-Referred Customer with whom SRA became acquainted by reason of prior transactions entered into by SRA pursuant to this Agreement. For hardware sold by an Affiliate of SRA or services performed by an Affiliate of SRA, the gross profit on which Proxim's commissions are calculated shall be the total gross profit realized by both SRA and such Affiliate.

(e) Timing of Payments; Reports. Commissions owed by a party to the referring party pursuant to this Agreement shall be paid on a monthly basis, within fifteen (15) days after the end of each month, based on receipt of payments by such party during such month. At such time, each party shall also furnish a report to the referring party, listing entities referred by the other party, dates and amounts of invoices issued to and payments received from such entities, and such other information as may be reasonably requested by the referring party relating to the calculation of commissions.

(f) Audit Right. Each party shall have the right, at its own expense and upon reasonable advance notice, to cause an independent accounting firm to inspect and audit the books and records of the other party relating to commissions payable by that party pursuant to this Agreement. The audited party may require that such auditor sign a reasonable non-disclosure agreement with the party being audited in connection with such audit. Notwithstanding the above, if any such audit reveals that a party has underpaid commissions to the referring party by more than ten percent (10%) for the period or transactions covered by the audit, the audited party shall promptly reimburse the auditing party for the costs and expenses of the audit.

(g) Survival. Following termination of this Agreement for any reason, the parties shall continue to be obligated to pay commissions to each other, pursuant to the terms and conditions of this Section 5, with respect to Proxim-Referred Customers and SRA-Referred Customers (i.e., customers referred and registered during the Term of this Agreement). No commissions shall be owed by either party with respect to referrals made by the other party after termination of this Agreement, except as may be otherwise provided in any agreement subsequently entered into by the parties.

6. Lack of Cooperation. If either SRA or Proxim is in breach of its obligations to the other party pursuant to Section 3 of this Agreement, the non-breaching party may give the breaching party written notice of such breach, describing such breach in reasonable detail. In that event, if the breaching party fails to cure the breach within thirty (30) days after such notice (or, if a cure cannot reasonably be accomplished in 30 days, such longer period of time as the breaching party diligently pursues a cure), (i) the Default Amount of commissions the breaching party is to pay to the non-breaching party pursuant to Sections 5(c) or 5(d), as the case may be, shall become one hundred fifty percent (150%) of the otherwise applicable Default Amount for all invoices issued by the breaching party after such cure period has expired, and (ii) the Default Amount of commissions the non-breaching party is to pay to the breaching party pursuant to Sections 5(c) or 5(d) shall become fifty percent (50%) of the otherwise applicable Default Amount for all invoices issued by the non-breaching party after such cure period has expired. Thereafter, the parties may, in their discretion, enter into an agreement pursuant to which such commissions payable by Proxim and SRA shall again revert to the unadjusted Default Amount if the breaching party adheres to a specific plan for breach correction as may be set forth in such agreement. In the absence of any such agreement, the modified commissions payable by Proxim and SRA shall continue in effect. The modified commissions provided for above shall not constitute the sole remedy for breach of this Agreement, and the non-breaching party shall have the right to pursue any other remedies available to it at law or in equity.

7. Independent Parties. Each party herein is independent of the other party and neither party is an agent or principal of the other. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership or joint venture between the parties. No party may bind the other party, or be construed to be a partner of the other party. Each party shall be responsible for meeting its own tax, financial and other benefits obligations with respect to itself and its employees.

8. Exclusivity. Proxim's system integrators and VARs generally provide services relating to the design, deployment, installation, and maintenance of broadband wireless networks.

SRA provides services and solutions relating to ERP software products and software development in networking technologies. During the Term, Proxim agrees not to promote, to the major and strategic existing or future customers of Proxim, services offered by system integrators or any other entity that directly compete with the SRA Services. The above restriction shall not be interpreted to require Proxim to prohibit its customers from doing business with any such system integrators or other entities other than SRA, if any such customer declines at its own initiative to engage SRA to perform services. The above restriction shall also not be interpreted to prevent Proxim from continuing to perform its obligations to its system integrators and value-added resellers in the normal course of business, to the extent such obligations do not include promotion of services that directly compete with the SRA Services to the major or strategic existing or future customers of Proxim. Notwithstanding the above, Proxim agrees not to refer any SRA-Referred Customers to Proxim VARs in connection services that directly compete with SRA Services without the prior written consent of SRA, on a case-by-case basis.

9. Termination. This Agreement may only be terminated as follows:

(a) At any time that SRA (together with its Affiliates) does not own all right, title, and interest in, to, and in connection with at least fifty-one percent (51%) of the sum of (i) the Series A Stock (as that term is defined in the Stock Agreement) of Proxim purchased by SRA pursuant to the Stock Agreement (either through ownership of such Series A Stock, ownership of common stock of Proxim issued upon conversion thereof, or ownership of some combination of Series A Stock and common stock) and (ii) the Series B Stock (as that term is defined in the Stock Agreement) of Proxim purchased by SRA pursuant to the Stock Agreement, either party may terminate this Agreement at any time thereafter, without cause, effective on sixty (60) days prior notice to the other party.

10. Confidentiality. Each party acknowledges that it will receive confidential information and trade secrets ("Confidential Information") from the other party in the course of performing their obligations herein. Confidential Information shall be deemed to include all the information one party receives from the other that has been identified as being proprietary and/or confidential or that by the nature or the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and confidential and shall include but not be limited to business plans, sales or marketing strategies, financial information insofar as it pertains to bidding for or executing contracts under this Agreement, employee or third-party confidential information, technical information relating to the other party's products or services, etc., as well as anything else designated as confidential. Both during and after the Term, each party agrees to maintain the secrecy of the other party's Confidential Information and agrees not to use such Confidential Information except in performing the party's services herein and for the other party's benefit as provided herein. Confidential Information shall further be disclosed by the receiving party to its own employees only a need-to-know basis and then too only for the purposes of this Agreement. Confidential Information shall always remain the property of the party disclosing it or which possessed it prior to disclosure. Notwithstanding "Confidential Information" shall not include any information which is publicly available at the time of disclosure, or subsequently becomes publicly available

through no fault of the recipient party, or is rightfully acquired by the recipient party from a third party who is not in breach of an agreement to keep such information confidential, or was known to the receiving party prior to the disclosure by disclosing party and such knowledge can be established or was or is independently developed by the receiving party without reference to any Confidential Information of the disclosing party. Neither party may, directly or indirectly, reverse engineer the other party's products during the Term of this Agreement.

11. Ownership of Intellectual Property. Each party shall continue to own its respective intellectual property at all times. No license shall be deemed to have been granted by either party to the other, under any intellectual property rights, by reason of this Agreement. The parties acknowledge and agree that the identities of customers referred by a party to the other party during the Term of this Agreement are not confidential or proprietary, and that each party shall be free to solicit and pursue such customers following any termination of this Agreement, without liability to the other party, provided that a party does not use or disclose the other party's Confidential Information in connection with such solicitation.

12. Indemnification. Each party (an "Indemnifying Party") agrees to indemnify and hold harmless the other party, and the other party's officers, directors, employees, agents and affiliates (collectively, the "Indemnified Party") from and against any liabilities, damages, costs, and expenses (including reasonable attorney fees), that an Indemnified Party may incur arising out of or resulting from claims by third parties relating to the acts, omissions, products or services of the Indemnifying Party (a "Claim"), including but not limited to Claims that the products or services of the Indemnifying Party infringe the patent, copyright, trademark, trade secret, or other proprietary rights of such third party. A party seeking indemnification pursuant to this Agreement shall notify the Indemnifying Party promptly of the Claim, turn over control of the defense of such Claim to the Indemnifying Party, not settle or compromise such Claim without the prior written consent of the Indemnifying Party, and cooperate in the defense of such Claim at the expense of the Indemnifying Party. The provisions of this Section shall survive any termination of this Agreement.

13. Notice. All notices under this Agreement shall be in writing and shall be deemed given (i) on the same day if delivered in person to an officer of a party, (ii) on the third business day if sent by certified mail, return receipt requested, to a party at its address shown in this Agreement, or (iii) on the next business day if sent via a nationally recognized overnight courier service that provides for return receipts, to the addresses shown in this Agreement, or (iv) upon receipt if sent by any other method. Either party may change its address for notice purposes by notifying the other of the new address in accordance with the above notice procedure.

14. Entire Agreement. This Agreement contains the complete agreement between the parties relating to its subject matter and shall, as of the execution date hereof, supersede all other agreements or representations, written or oral, between the parties relating to the subject matter herein. Each of the parties hereto acknowledges that they have relied on their own judgment in entering into this Agreement.

15. Modification of Agreement. Except as provided in Section 5(a) above relating to additions to Schedule A, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and

duly executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by both parties. The parties further agree that the provisions of this Section may not be waived except as herein set forth.

16. Forbearance - No Waiver. Forbearance, failure or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement or on enforcing any right shall not be construed as or constitute a waiver or a continuing waiver of the future right to insist on strict compliance, or of the right to enforce the same or any other provision hereof.

17. Choice of Law; Venue; Attorneys' Fees. It is the intention of the parties hereto that this Agreement and the performance hereunder and all legal action hereunder be construed in accordance with and under and pursuant to the laws of the State of California without reference to its conflict of law provisions. Any legal action that is not arbitrated pursuant to Section 18 shall be initiated only in Santa Clara County, California, and the parties submit to the exclusive jurisdiction and venue of such courts. The prevailing party in any suit or proceeding arising out of or relating to this Agreement shall be entitled to reasonable attorneys' fees and such other relief as may be awarded.

18. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall first try to be resolved amicably between the parties, which process shall include at least one face-to-face meeting attended by representatives with decision making authority. Any unresolved disputes, controversies, or claims shall be submitted, at the request of SRA or Proxim, to binding arbitration by a JAMS\ENDISPUTE ("JAMS") arbitrator. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19. Agreement Binding on Successors. Neither party may assign this Agreement without the prior written consent of the other party, except that each party may assign this Agreement without such consent to any successor to its business resulting from a sale of assets, merger, or similar transaction. This Agreement shall inure to the benefit of and be binding upon the successors-in-interest and permitted assigns of the respective parties.

20. Failure to Perform. Neither party shall be liable for any delay in performance (other than failure to pay money when due) due to force majeure, including strikes, accidents, war, acts of God, acts of terrorism, or other delays beyond the control of the party. If timely performance of this Agreement is prevented by any cause of force majeure, or any act of the other party, then such failure or delay shall be excused for the duration of such event.

21. Severability. If the application of any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (i) to the extent feasible, such provision shall be reformed in a manner that makes it enforceable and which accomplishes the intention of the parties as nearly as possible, and (ii) the validity and enforceability of other provisions of this Agreement shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each party hereto has executed this Agreement through their authorized representatives on the date first above written.

Proxim Wireless Corporation ("Proxim"):	SRA OSS Inc. ("SRA"):
By: /s/ Pankaj Manglik	By: /s/ Rao Papolu
Name: Pankaj Manglik	Dr. Rao M. Papolu
Title: President	President
Telephone: (____) _____	Telephone: (____) _____
Fax: (____) _____	Fax: (____) _____
Email: _____	Email: _____

SCHEDULE A

List of Registered Customers and Projects

I. SRA-Referred Customers

Date Added	Customer Name	Project Description

II. Proxim-Referred Customers

Date Added	Customer Name	Project Description

EXHIBIT 5

Statement of Agreements, dated as of August 13, 2009, among Proxim Wireless Corporation and Lloyd I. Miller, III and Milfam II L.P.

STATEMENT OF AGREEMENTS

THIS STATEMENT OF AGREEMENTS (this "Agreement"), dated as of August 13, 2009, is made by and between Proxim Wireless Corporation, a Delaware corporation with offices located at 1561 Buckeye Drive, Milpitas, CA 95035 ("Proxim"), and Lloyd I. Miller, III ("Miller") and Milfam II L.P. ("Milfam" and together with Miller the "Investors"), each with an address of 4550 Gordon Drive, Naples, FL 34102-7914.

RECITALS

A. Proxim is proposing to enter into and perform the transactions contemplated by the Preferred Stock Purchase Agreement, dated as of August 13, 2009 (the "Stock Purchase Agreement"), by and among Proxim, the Investors, and SRA OSS Inc. and is requesting that the Investors consent to Proxim entering into and performing the transactions contemplated by the Stock Purchase Agreement. Capitalized terms used in this Agreement without definition have the meanings give to such terms in the Stock Purchase Agreement.

B. In connection with providing the requested consent, the Investors have requested that Proxim amend the exercise price of stock warrants previously issued by Proxim to the Investors.

C. The parties would also like to memorialize the process by which the Investors will pay for a portion of the investment contemplated to be made by the Investors pursuant to the Stock Purchase Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent. Each of the Investors hereby (a) consents to the transactions contemplated by the Stock Purchase Agreement (including the transactions contemplated by the documents referenced in the Stock Purchase Agreement) and to Proxim executing and delivering the Stock Purchase Agreement and the documents referenced in the Stock Purchase Agreement and performing the transactions contemplated in all such documents and (b) agrees that none of these items shall be considered a breach of or default under any other agreement between Proxim and either or both of the Investors.

2. Stock Warrants. Miller currently holds Stock Warrant 2008-1 ("Warrant 2008-1"), dated July 25, 2008, to acquire 625,000 shares of Proxim common stock at a per share exercise price of $0.53. Milfam currently holds Stock Warrant 2008-2 ("Warrant 2008-2" and together with Warrant 2008-1, the "Warrants"), dated July 25, 2008, to acquire 625,000 shares of Proxim common stock at a per share exercise price of $0.53. Proxim and the Investors each hereby agree that, effective immediately upon the Closing, each of the Warrants shall be deemed amended such that the per share exercise price contained in each of the Warrants is changed to Fifteen Cents ($0.15). Promptly after the closing of the transactions contemplated by the Stock

Purchase Agreement, the Investors shall return the original Stock Warrant 2008-1 and the original Stock Warrant 2008-2 to Proxim (at the address directed by Proxim) for cancellation and Proxim shall promptly (and in no event later than 10 days following receipt thereof) issue and deliver updated original executed stock warrants to the Investors having the same terms as the surrendered Warrants except for the $0.15 exercise price.

3. Mechanics for Payment of Stock Purchase Price. The Stock Purchase Agreement contemplates that each of Miller and Milfam will invest $1,250,000 in Series A Stock and that half the purchase price from each Investor ($625,000) will be paid in cash by each Investor at the Closing and the other half will be paid by cancellation of indebtedness owed to each of the Investors by Proxim pursuant to a Securities Purchase Agreement, dated as of July 25, 2008 (the "Debt Agreement"), between Proxim and the Investors. To reflect the Proxim indebtedness pursuant to the Debt Agreement, Miller currently holds Note No. 2008-1 ("Note 2008-1"), dated July 25, 2008, in the original principal amount of $1,500,000.00 and Milfam currently holds Note No. 2008-2 ("Note 2008-2" and together with Note 2008-1, the "Notes"), dated July 25, 2008, also in the original principal amount of $1,500,000.00. Proxim and the Investors each hereby agree that, effective immediately upon the Closing, each of the Debt Agreement and the Notes shall be deemed amended such that the principal amount owed by Proxim to each of the Investors pursuant to the Debt Agreement (and therefore the principal amount owed pursuant to the Notes) is reduced by Six Hundred Twenty-Five Thousand Dollars ($625,000.00) for each of the Notes for a total reduction of One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00). Promptly after the closing of the transactions contemplated by the Stock Purchase Agreement, the Investors shall return the original Note 2008-1 and the original Note 2008-2 to Proxim (at the address directed by Proxim) for cancellation and Proxim shall promptly (and in no event later than 10 days following receipt) issue and deliver updated original executed notes to the Investors having the same terms as the surrendered Notes except reflecting the $1,250,000 aggregate principal reduction.

4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written and oral understandings, agreements, and communications with respect to such subject matter. This Agreement may be modified or amended only by a writing signed by all Parties. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

5. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed by facsimile signature or electronic exchanges of documents bearing a scanned signature, and a facsimile or copy of a signature is valid as an original.

6. Expenses. The Company shall reimburse the Investors for the fees and out of pocket expenses of their counsel that were incurred in connection with the transactions contemplated by the Stock Purchase Agreement (not to exceed $12,000).

7. Choice of Law. This Agreement shall be governed by the internal laws of the State of Delaware without regard to its principles of conflicts of laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

PROXIM WIRELESS CORPORATION

By: /s/ Pankaj Manglik
Name: Pankaj Manglik
Title: President & CEO

LLOYD I. MILLER, III

By: /s/ Lloyd I. Miller, III
Name: Lloyd I. Miller, III

MILFAM II L.P.
By: Milfam LLC, its General Partner

By: /s/ Lloyd I. Miller, III
Name: Lloyd I. Miller, III
Title: Manager

EXHIBIT 6

Loan and Security Modification Agreement, dated as of May 13, 2009, between Bridge Bank, N.A. and Proxim

LOAN AND SECURITY MODIFICATION AGREEMENT

This Loan and Security Modification Agreement is entered into as of May 13, 2009, by and between Proxim Wireless Corporation (the "Borrower") and Bridge Bank, National Association ("Bank").

1. DESCRIPTION OF EXISTING INDEBTEDNESS: Among other indebtedness which may be owing by Borrower to Bank, Borrower is indebted to Bank pursuant to, among other documents, a Loan and Security Agreement, dated March 6, 2009 by and between Borrower to Bank, as may be amended from time to time (the "Loan and Security Agreement"). Capitalized terms used without definition herein shall have the meanings assigned to them in the Loan and Security Agreement.

Hereinafter, all indebtedness owing by Borrower to Bank shall be referred to as the "Indebtedness" and the Loan and Security Agreement and any and all other documents executed by Borrower in favor of Bank shall be referred to as the "Existing Documents."

2. ACKNOWLEDGEMENT OF DEFAULT.

Borrower hereby acknowledges that as of the date hereof, the following Event of Default (the "Existing Default") has occurred and remains uncured under the Loan and Security Agreement:

> Failure to maintain a revenue of at least 80% of planned revenue for the month ended March 31, 2009, measured on a rolling 90-day average, as required in Section 6.9.

3. WAIVER OF EVENT OF DEFAULT.

Bank hereby waives the Existing Default, under Section 6.9 of the Loan and Security Agreement. Borrower represents and warrants that, except for the Existing Default, Borrower has complied in all respects with the Agreement. This waiver does not constitute a continuing waiver or a course of conduct by waiving this or any other provisions of the Loan and Security Agreement.

4. DESCRIPTION OF CHANGE IN TERMS.

A. Modification(s) to Loan and Security Agreement:

1) Bank hereby acknowledges receipt and acceptance of Borrower's revised 2009 operating plan in a form and substance acceptable to Bank which shall include consolidated balance sheet, income, and cash flow statements, and has been approved by Borrower's board of directors. The Exhibit E to the Loan and Security Agreement is hereby restated in its entirety as the Exhibit B attached hereto.

2) The Exhibit A to the Loan and Security Agreement is hereby restated in its entirety as the Exhibit A attached hereto.

5. CONSISTENT CHANGES. The Existing Documents are each hereby amended wherever necessary to reflect the changes described above.

6. PAYMENT OF WAIVER FEE. Borrower shall pay Bank a fee in the amount of $5,000 (the "Waiver Fee") plus all out-of-pocket expenses.

7. NO DEFENSES OF BORROWER/GENERAL RELEASE. Borrower agrees that, as of this date, it has no defenses against the obligations to pay any amounts under the Indebtedness. Each of Borrower and Guarantor (each, a "Releasing Party") acknowledges that Bank would not enter into this Loan and Security Modification Agreement without Releasing Party's assurance that it has no claims against Bank or any of Bank's officers, directors, employees or agents. Except for the obligations arising hereafter under this Loan

and Security Modification Agreement or the Existing Documents, each Releasing Party releases Bank, and each of Bank's officers, directors and employees from any known or unknown claims that Releasing Party now has against Bank of any nature, including any claims that Releasing Party, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, including but not limited to any claims arising out of or related to the Agreement or the transactions contemplated thereby. Releasing Party waives the provisions of California Civil Code section 1542, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The provisions, waivers and releases set forth in this section are binding upon each Releasing Party and its shareholders, agents, employees, assigns and successors in interest. The provisions, waivers and releases of this section shall inure to the benefit of Bank and its agents, employees, officers, directors, assigns and successors in interest. The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Loan and Security Modification Agreement and the Agreement, and/or Bank's actions to exercise any remedy available under the Agreement or otherwise.

8. CONTINUING VALIDITY. Borrower understands and agrees that in modifying the existing Indebtedness, Bank is relying upon Borrower's representations, warranties, and agreements, as set forth in the Existing Documents. Except as expressly modified pursuant to this Loan and Security Modification Agreement, the terms of the Existing Documents remain unchanged and in full force and effect. Bank's agreement to modifications to the existing Indebtedness pursuant to this Loan and Security Modification Agreement in no way shall obligate Bank to make any future modifications to the Indebtedness. Nothing in this Loan and Security Modification Agreement shall constitute a satisfaction of the Indebtedness. It is the intention of Bank and Borrower to retain as liable parties all makers and endorsers of Existing Documents, unless the party is expressly released by Bank in writing. No maker, endorser, or guarantor will be released by virtue of this Loan and Security Modification Agreement. The terms of this paragraph apply not only to this Loan and Security Modification Agreement, but also to any subsequent Loan and Security modification agreements.

9. CONDITIONS. The effectiveness of this Loan and Security Modification Agreement is conditioned upon payment of the Waiver Fee and Bank's receipt of the Intellectual Property Security Agreement in a form and substance acceptable to Bank.

10. COUNTERSIGNATURE. This Loan and Security Modification Agreement shall become effective only when executed by Bank, Borrower, and Guarantors.

BORROWER:	**BANK:**
PROXIM WIRELESS CORPORATION	BRIDGE BANK, NATIONAL ASSOCIATION
By: /s/ Pankaj Manglik	By: /s/ Chris Hill
Name: Pankaj Manglik	Name: Chris Hill
Title: President	Title: VP

Guarantor consents to the modifications to the Indebtedness pursuant to this Loan and Security Modification Agreement, hereby ratifies the provisions of the Guaranty and confirms that all provisions of that document are in full force and effect.

GUARANTOR:

YOUNG DESIGN, INC.

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

KARLNET, INC.

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

TERABEAM CORPORATION

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

RICOCHET NETWORKS, INC.

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

TERABEAM INTERNATIONAL HOLDINGS, INC.

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

PROXIM INTERNATIONAL OPERATIONS, INC.

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

PROXIM PROFESSIONAL SERVICES, INC.

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

PROXIM EUROPE BV

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

PROXIM HONG KONG LIMITED

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

TERABEAM PROXIM WIRELESS PRIVATE LIMITED

By: /s/ Pankaj Manglik Date: May 13, 2009

Name: Pankaj Manglik

Title: President

DEBTOR: **PROXIM WIRELESS CORPORATION (the "Borrower")**

SECURED PARTY: **BRIDGE BANK, NATIONAL ASSOCIATION**

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT TO LOAN AND SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time.

EXHIBIT 7

Intellectual Property Security Agreement, dated as of May 13, 2009, between Bridge Bank, N.A. and Proxim

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 13, 2009, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and PROXIM WIRELESS CORPORATION ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 6, 2009 (as amended from time to time, the "Loan Agreement'), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:	**LENDER:**
PROXIM WIRELESS CORPORATION	BRIDGE BANK, NATIONAL ASSOCIATION
By: /s/ Pankaj Manglik	By: /s/ Chris Hill
Name: Pankaj Manglik	Name: Chris Hill
Title: President	Title: VP
Address for Notices: Attn: Pankaj Manglik 1561 Buckeye Drive Milpitas, CA 95035 Tel: (408) 383-7600	Address for Notices: Attn: Mike Field 55 Almaden Boulevard, Suite 100 San Jose, California 95113 Tel: (408) 556-6501 Fax:(408) 282-1681

EXHIBIT 8

Loan and Security Modification Agreement, dated as of December 4, 2009, between Bridge Bank, N.A. and Proxim

LOAN AND SECURITY MODIFICATION AGREEMENT

This Loan and Security Modification Agreement is entered into as of December 4, 2009, by and between Proxim Wireless Corporation (the "Borrower") and Bridge Bank, National Association ("Bank").

1. DESCRIPTION OF EXISTING INDEBTEDNESS: Among other indebtedness which may be owing by Borrower to Bank, Borrower is indebted to Bank pursuant to, among other documents, a Loan and Security Agreement, dated March 6, 2009 by and between Borrower to Bank, as may be amended from time to time (the "Loan and Security Agreement"). Capitalized terms used without definition herein shall have the meanings assigned to them in the Loan and Security Agreement.

Hereinafter, all indebtedness owing by Borrower to Bank shall be referred to as the "Indebtedness" and the Loan and Security Agreement and any and all other documents executed by Borrower in favor of Bank shall be referred to as the "Existing Documents."

2. ACKNOWLEDGEMENT OF DEFAULT.

Borrower hereby acknowledges that as of the date hereof, the following Events of Default (the "Existing Default") have occurred and remain uncured under the Loan and Security Agreement:

a. Failure to maintain a revenue of at least 80% of planned revenue for the month ended July 31, 2009, August 31, 2009 and September 30, 2009, measured monthly on a rolling 90-day average, as required in Section 6.9.

b. Failure to maintain net income at the projected net income amount minus the greater of (i) $50,000 or (ii) 20% of such projection for the month ended July 31, 2009, August 31, 2009 and September 30, 2009, measured monthly on a rolling 90-day average, as required in Section 6.10.

3. WAIVER OF EVENT OF DEFAULT.

Bank hereby waives the Existing Default, under Section 6.9 and Section 6.10 of the Loan and Security Agreement. Borrower represents and warrants that, except for the Existing Default, Borrower has complied in all respects with the Agreement. This waiver does not constitute a continuing waiver or a course of conduct by waiving this or any other provisions of the Loan and Security Agreement.

4. DESCRIPTION OF CHANGE IN TERMS.

A. Modification(s) to Loan and Security Agreement:

1) The following defined term in Section 1.1 entitled "**Definitions**" is hereby amended in its entirety to read as follows:

"Prime Rate" means the greater of four percent (4.00%) per annum or the variable rate of interest, per annum, most recently announced by Bank, as its "prime rate," whether or not such announced rate is the lowest rate available from Bank.

2) The following defined term is hereby inserted to Section 1.1 entitled "**Definitions**" in the appropriate alphabetical order:

"EBDA" means an amount equal to the sum of net income of Borrower, plus depreciation and amortization for any period under measurement.

3) The second paragraph in Section 6.3 is hereby amended as follows:

When Advances are outstanding, within fifteen (15) days after the last day of each month, Borrower shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in substantially the form of Exhibit C-1 and Exhibit C-2 attached hereto, together with aged listings of accounts receivable and accounts payable.

4) Section 6.8 entitled "**Asset Coverage Ratio**" is hereby amended in its entirety to read as follows:

6.8 Asset Coverage Ratio. Borrower shall maintain at all times a ratio of Cash at Bank plus Eligible Accounts plus Eligible Foreign Accounts to Indebtedness to Bank of at least 1.75 to 1.00, measured as at the end of each month, beginning with the month ended October 31, 2009.

5) Effective as of October 1, 2009, Section 6.9 entitled "**Performance to Plan (Revenue)**" is hereby deleted in its entirety and replaced with the words "**Intentionally Omitted.**"

6) Section 6.10 entitled "**Performance to Plan (Net Income)**" is hereby amended as follows:

6.10 Performance to Plan (Net Income). Borrower shall maintain net income of at least the projected net income amount, as set forth in the annual Board-approved operating plan provided to Bank, *minus* the greater of (i) $50,000 or (ii) 20% of such plan, to be measured on a quarterly basis beginning with the quarter ended March 31, 2010.

7) The following subsection is hereby inserted into Section 6 entitle "Affirmative Covenants":

6.13 Maximum EBDA Net Loss. Borrower's maximum EDBA net loss for the quarter ending December 31, 2009, shall be no greater than $(350,000).

8) Bank hereby acknowledges receipt and acceptance of Borrower's revised 2009 operating plan in a form and substance acceptable to Bank which shall include consolidated balance sheet, income, and cash flow statements, and has been approved by Borrower's board of directors. The Exhibit E to the Loan and Security Agreement is hereby restated in its entirety as the Exhibit E attached hereto.

5. CONSISTENT CHANGES. The Existing Documents are each hereby amended wherever necessary to reflect the changes described above.

6. PAYMENT OF COVENANT RESET FEE. Borrower shall pay Bank a fee in the amount of $25,000 (the "Covenant Reset Fee") plus all out-of-pocket expenses.

7. NO DEFENSES OF BORROWER/GENERAL RELEASE. Borrower agrees that, as of this date, it has no defenses against the obligations to pay any amounts under the Indebtedness. Each of Borrower and Guarantor (each, a "Releasing Party") acknowledges that Bank would not enter into this Loan and Security Modification Agreement without Releasing Party's assurance that it has no claims against Bank or any of Bank's officers, directors, employees or agents. Except for the obligations arising hereafter under this Loan and Security Modification Agreement or the Existing Documents, each Releasing Party releases Bank, and each of Bank's officers, directors and employees from any known or unknown claims that Releasing Party now has against Bank of any nature, including any claims that Releasing Party, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, including but not limited to

any claims arising out of or related to the Agreement or the transactions contemplated thereby. Releasing Party waives the provisions of California Civil Code section 1542, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The provisions, waivers and releases set forth in this section are binding upon each Releasing Party and its shareholders, agents, employees, assigns and successors in interest. The provisions, waivers and releases of this section shall inure to the benefit of Bank and its agents, employees, officers, directors, assigns and successors in interest. The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Loan and Security Modification Agreement and the Agreement, and/or Bank's actions to exercise any remedy available under the Agreement or otherwise.

8. CONTINUING VALIDITY. Borrower understands and agrees that in modifying the existing Indebtedness, Bank is relying upon Borrower's representations, warranties, and agreements, as set forth in the Existing Documents. Except as expressly modified pursuant to this Loan and Security Modification Agreement, the terms of the Existing Documents remain unchanged and in full force and effect. Bank's agreement to modifications to the existing Indebtedness pursuant to this Loan and Security Modification Agreement in no way shall obligate Bank to make any future modifications to the Indebtedness. Nothing in this Loan and Security Modification Agreement shall constitute a satisfaction of the Indebtedness. It is the intention of Bank and Borrower to retain as liable parties all makers and endorsers of Existing Documents, unless the party is expressly released by Bank in writing. No maker, endorser, or guarantor will be released by virtue of this Loan and Security Modification Agreement. The terms of this paragraph apply not only to this Loan and Security Modification Agreement, but also to any subsequent Loan and Security modification agreements.

9. CONDITIONS. The effectiveness of this Loan and Security Modification Agreement is conditioned upon payment of the Covenant Reset Fee.

10. COUNTERSIGNATURE. This Loan and Security Modification Agreement shall become effective only when executed by Bank, Borrower, and Guarantors.

BORROWER:	**BANK:**
PROXIM WIRELESS CORPORATION	BRIDGE BANK, NATIONAL ASSOCIATION
By: /s/ Pankaj Manglik	By: /s/ Christopher Hill
Name: Pankaj Manglik	Name: Christopher Hill
Title: President	Title: VP

Guarantor consents to the modifications to the Indebtedness pursuant to this Loan and Security Modification Agreement, hereby ratifies the provisions of the Guaranty and confirms that all provisions of that document are in full force and effect.

GUARANTOR:

YOUNG DESIGN, INC.

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

KARLNET, INC.

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

TERABEAM CORPORATION

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

RICOCHET NETWORKS, INC.

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

TERABEAM INTERNATIONAL HOLDINGS, INC.

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

PROXIM INTERNATIONAL OPERATIONS, INC.

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

PROXIM PROFESSIONAL SERVICES, INC.

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

PROXIM EUROPE BV

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

PROXIM HONG KONG LIMITED

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

TERABEAM PROXIM WIRELESS PRIVATE LIMITED

By: /s/ Pankaj Manglik Date: December 4, 2009

Name: Pankaj Manglik

Title: President

EXHIBIT 9

Letter Agreement dated March 30, 2009, a substantially similar version of which was entered into between Proxim and, inter alia, Pankaj Manglik, David Renauld, and Thomas Twerdahl

March 30, 2009

[Employee name and address]

Re: Reduction of Base Salary for Second Quarter 2009

Dear _____:

This letter reflects the agreement between you and Proxim Wireless Corporation (including its affiliated companies) ("Proxim") that your base salary during the period from March 29, 2009 through June 27, 2009 will continue to be eighty-five percent (85%) of your base salary as in effect immediately prior to January 15, 2009. Absent further agreement, your base salary will return to that previous level commencing June 28, 2009.

You and Proxim specifically agree that this is a temporary reduction of ordinary course base salary only and that commissions, bonuses, other incentive compensation, and other benefits will not be affected by this reduction. Further, you and Proxim specifically agree that any amounts due to you upon termination of your employment (such as payment for accrued vacation and severance) will not be affected by this temporary reduction and would be calculated based on your base salary as of January 14, 2009, not the temporarily reduced amount.

You and Proxim agree that this letter agreement amends the terms of your employment relationship with Proxim.

Please sign below to indicate your agreement to the terms of this letter.

Very truly yours,

Pankaj S. Manglik
President & CEO

Agreed:

_____
[name of employee]

EXHIBIT 10

Letter Agreement dated October 12, 2009, a substantially similar version of which was entered into between Proxim and, inter alia, Pankaj Manglik, David Renauld, and Thomas Twerdahl

October 12, 2009

[Employee name and address]

Re: Reduction of Base Salary

Dear _____:

This letter reflects the agreement between you and Proxim Wireless Corporation or an affiliated company ("Proxim") that your base salary during the period from October 12, 2009 through December 31, 2009 will be eighty-five percent (85%) of your base salary as in effect immediately prior to October 12, 2009. Absent further agreement, your base salary will return to that previous level commencing January 1, 2010.

You and Proxim specifically agree that this is a temporary reduction of ordinary course base salary only and that commissions, bonuses, other incentive compensation, and other benefits will not be affected by this reduction. Further, you and Proxim specifically agree that any amounts due to you upon termination of your employment (such as payment for accrued vacation) will not be affected by this temporary reduction and would be calculated based on your base salary as of October 11, 2009, not the temporarily reduced amount.

If Proxim achieves at least $9.0 million revenue in the fourth quarter of 2009 (as reported in Proxim's financial statements for that quarter approved by the Audit Committee of Proxim's Board of Directors), you will receive a bonus in a gross amount equal to the amount by which your salary was reduced in the fourth quarter of 2009 (so long as you are still an employee on the bonus payout date).

You and Proxim agree that this letter agreement amends the terms of your employment relationship with Proxim.

Please sign below to indicate your agreement to the terms of this letter.

Very truly yours,

Pankaj S. Manglik
President & CEO

Agreed:

_____
[name of employee]

EXHIBIT 11

Disclosure about 2009 Executive Bonus Plan

On August 12, 2009, the Board of Directors of Proxim Wireless Corporation approved performance targets which will be used to determine the amount of cash bonus that Pankaj Manglik, President and Chief Executive Officer, and David Renauld, Vice President, Corporate Affairs, General Counsel, and Secretary, will receive for 2009. The board decided that the bonus for 2009 would be based on the Company achieving specified revenue targets in the third quarter 2009 and the fourth quarter 2009, with entitlement to half of the potential bonus for which the executives are eligible under their employment agreements being determined based on revenue achievement for each quarter. The bonus amount earned will be calculated by squaring the percent of attainment of the revenue target and multiplying that resulting amount by the potential bonus amount and then paid shortly after the Audit Committee of the Board of Directors reviews and approves Proxim's financial statements for the applicable quarter. The board retained the right to adjust and modify the plan if the board determines appropriate due to changed circumstances. As was done in determining 2008 bonuses, the board or appropriate committee may choose to apply this method to establish bonuses for other executive officers.