# UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

## **SCHEDULE 13D**

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO § 240.13d-2(a)

(Amendment No. 2)1

Extreme Networks, Inc. (Name of Issuer)

<u>Common Stock, par value \$0.001 per share</u>
(Title of Class of Securities)

30226D106 (CUSIP Number)

JEFFREY C. SMITH RAMIUS LLC 599 Lexington Avenue, 20th Floor New York, New York 10022 (212) 845-7955

STEVEN WOLOSKY, ESQ.
OLSHAN GRUNDMAN FROME ROSENZWEIG & WOLOSKY LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
(212) 451-2300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 13, 2010 (Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of  $\S\S$  240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box  $\Box$ .

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* § 240.13d-7 for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

<sup>&</sup>lt;sup>1</sup> The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

		NA PERSON				
1	NAME OF REPORTING PERSON					
	RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD					
2		PRIATE BOX IF A MEMBER OF A GROUP	(a) o			
2	CHECK THE APPRO	PRIATE DOA IF A WEWIDER OF A GROUP	(a) 0 (b) o			
3	SEC USE ONLY	SEC USE ONLY				
_						
4	SOURCE OF FUNDS	}				
	WC					
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR				
	2(e)					
6	CITIZENSHIP OR PI	ACE OF ORGANIZATION				
O	CITIZENSIIII OKTI	AIGE OF OROTHVEITHOR				
	CAYMAN ISLANI	OS .				
NUMBER OF	7	SOLE VOTING POWER				
SHARES						
BENEFICIALLY		5,027,989				
OWNED BY EACH REPORTING	8	SHARED VOTING POWER				
PERSON WITH		-0-				
TEROOR WITH	9	SOLE DISPOSITIVE POWER				
		SOLL BISTOSITIVE TO WER				
		5,027,989				
	10	SHARED DISPOSITIVE POWER				
11	ACCRECATE AMO	- 0 -				
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
	5,027,989					
12		E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0			
		• • • • • • • • • • • • • • • • • • • •				
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)				
4.4	5.5%	IC DEDGON				
14	TYPE OF REPORTIN	NG PERSUN				
	CO					
	_ 50					

1	NAME OF REPORT	ING PERSON		
	DAMILIS ODTIMI	JM INVESTMENTS LLC		
2		DPRIATE BOX IF A MEMBER OF A GROUP	(a) o	
_		THREE BOX II TIMEMBER OF TI GROOT	(b) o	
3	SEC USE ONLY			
4	SOURCE OF FUNDS			
	WC			
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR		
	2(e)			
6	CITIZENSHIP OR P	LACE OF ORGANIZATION		
	DELAWARE	T		
NUMBER OF	7	SOLE VOTING POWER		
SHARES BENEFICIALLY		120,353		
OWNED BY EACH	8	SHARED VOTING POWER		
REPORTING				
PERSON WITH		- 0 -		
	9	SOLE DISPOSITIVE POWER		
		120,353		
	10	SHARED DISPOSITIVE POWER		
11	ACCDECATE AMO	- 0 - UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
11	AGGREGALE AMU	UNI BENEFICIALLY UWNED BY EACH REPURTING PERSON		
	120,353			
12	CHECK BOX IF THI	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0	
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)		
	Less than 1%	VO DED 003		
14	TYPE OF REPORTIN	NG PERSON		
	00			

	<del> </del>		
1	NAME OF REPORTI	NG PERSON	
	DAMILIC MANUCA	FION MACTER FUND LTD	
2		TION MASTER FUND LTD	( )
2	CHECK THE APPRO	PRIATE BOX IF A MEMBER OF A GROUP	(a) o (b) o
3	SEC USE ONLY		(0) 0
3	SEC USE OINLY		
4	SOURCE OF FUNDS		
•	Socied of Fords		
	WC		
5	CHECK BOX IF DISC	CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR PL	ACE OF ORGANIZATION	
	CAND CAND FOR AND		
NUMBER OF	CAYMAN ISLAND		
NUMBER OF SHARES	7	SOLE VOTING POWER	
BENEFICIALLY		392,396	
OWNED BY EACH	8	SHARED VOTING POWER	
REPORTING	o o	SIRIKED VOIRIOTOWER	
PERSON WITH		- 0 -	
	9	SOLE DISPOSITIVE POWER	
		392,396	
	10	SHARED DISPOSITIVE POWER	
11	ACCDECATE AMOI	- 0 - JNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
11	AGGREGALE AMUL	DITI DENEFICIALLI UWNED DI EACH KEPUKIING PEKSUN	
	392,396		
12		AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0
		The state of the s	-
13	PERCENT OF CLASS	S REPRESENTED BY AMOUNT IN ROW (11)	
		• •	
	Less than 1%		
14	TYPE OF REPORTIN	G PERSON	
	CO		

	T					
1	NAME OF REPORTING PERSON					
	COWEN OVERSEAS INVESTMENT LP					
2		DPRIATE BOX IF A MEMBER OF A GROUP	(a) o			
2	CHECK THE APPRO	DERIALE BOX IF A MEMBER OF A GROUP	(a) 0 (b) o			
3	SEC USE ONLY					
J	020 002 01121					
4	SOURCE OF FUNDS	5				
	WC					
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR				
	2(e)					
6	CITIZENSHID OD DI	LACE OF ORGANIZATION				
U	CITIZENSIIIF OK FI	LAGE OF ORGANIZATION				
	CAYMAN ISLANI	OS				
NUMBER OF	7	SOLE VOTING POWER				
SHARES						
BENEFICIALLY		234,162				
OWNED BY EACH	8	SHARED VOTING POWER				
REPORTING PERSON WITH		-0-				
FERSON WIIII	9	SOLE DISPOSITIVE POWER				
	9	SOLE DISPOSITIVE POWER				
		234,162				
	10	SHARED DISPOSITIVE POWER				
		- 0 -				
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
	224 162					
12	234,162	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0			
12	CHECK BOX IF THE	E AGGREGATE AMOUNT IN ROW (11) EACLODES CERTAIN STIARES	U			
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)				
_						
	Less than 1%					
14	TYPE OF REPORTIN	NG PERSON				
	CO					

1	NAME OF REPORTING PERSON					
	RAMIUS ENTERPRISE MASTER FUND LTD					
2		PRIATE BOX IF A MEMBER OF A GROUP	(-) -			
2	CHECK THE APPRO	PRIATE BOX IF A MEMBER OF A GROUP	(a) o (b) o			
3	SEC LISE ONLY	SEC USE ONLY				
3	OLC COL CIVET					
4	SOURCE OF FUNDS					
	00					
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR				
	2(e)					
6	CITIZENSHID OR DI	ACE OF OPCANIZATION				
U	CITIZENSHIP OR PLACE OF ORGANIZATION					
	CAYMAN ISLANI	OS				
NUMBER OF	7	SOLE VOTING POWER				
SHARES						
BENEFICIALLY		392,396				
OWNED BY EACH REPORTING	8	SHARED VOTING POWER				
PERSON WITH		- 0 -				
TEROOT WITH	9	SOLE DISPOSITIVE POWER				
		392,396				
	10	SHARED DISPOSITIVE POWER				
11	ACCDECATE AMOI	- 0 -				
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
	392,396					
12		E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0			
		<b>`</b>				
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)				
	T -1 10/					
14	Less than 1% TYPE OF REPORTIN	IC DEDCOM				
14	I YPE OF KEPORIII	NG PERSUIN				
	СО					

1	NAME OF REPORT	ING PERSON		
	RAMIUS ADVISC	DS IIC		
2		DPRIATE BOX IF A MEMBER OF A GROUP	(a) o	
	(b) o			
3	SEC USE ONLY			
4	SOURCE OF FUNDS			
_	00			
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR		
	2(e)			
6	CITIZENSHIP OR P	LACE OF ORGANIZATION		
	DELAWARE			
NUMBER OF	7	SOLE VOTING POWER		
SHARES	,			
BENEFICIALLY		746,911		
OWNED BY EACH	8	SHARED VOTING POWER		
REPORTING PERSON WITH				
PERSON WITH	9	- 0 - SOLE DISPOSITIVE POWER		
	9	SOLE DISPOSITIVE POWER		
		746,911		
	10	SHARED DISPOSITIVE POWER		
		-0-		
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	746,911			
12	CHECK BOX IF THI	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0	
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)		
	Less than 1%			
14	TYPE OF REPORTIN	NG PERSON		
	00			
00				

1	NAME OF REPORTII	NG PERSON		
		AND OPPORTUNITY ADVISORS LLC		
2	CHECK THE APPRO	PRIATE BOX IF A MEMBER OF A GROUP	(a) o (b) o	
3	SEC USE ONLY		(0) 0	
4	SOURCE OF FUNDS	SOURCE OF FUNDS		
	00			
5	CHECK BOX IF DISC	CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR		
	2(e)			
6	CITIZENSHIP OR PL	ACE OF ORGANIZATION		
	DELAWARE			
NUMBER OF	7	SOLE VOTING POWER		
SHARES		5 005 000		
BENEFICIALLY OWNED BY EACH	8	5,027,989 SHARED VOTING POWER		
REPORTING	O	SHARED VOTING FOWER		
PERSON WITH		- 0 -		
	9	SOLE DISPOSITIVE POWER		
		5,027,989		
	10	SHARED DISPOSITIVE POWER		
		- 0 -		
11	AGGREGATE AMOU	JNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	5,027,989			
12	CHECK BOX IF THE	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0	
13	PERCENT OF CLASS	S REPRESENTED BY AMOUNT IN ROW (11)		
	5.5%			
14	TYPE OF REPORTIN	G PERSON		
	00			

1	NAME OF REPORT	ING PERSON			
	RAMIUS LLC				
2		DPRIATE BOX IF A MEMBER OF A GROUP	(a) o		
	(b) o				
3	SEC USE ONLY	SEC USE ONLY			
4	SOURCE OF FUNDS				
	00	OF OCCUPE OF FEGAL PROCEEDINGS IS DESCRIBED BURGLIANTE TO ITEM 2/ 1) OR			
5	2(e)	CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR			
	2(e)				
6	CITIZENSHIP OR P	LACE OF ORGANIZATION			
	DELAWARE				
NUMBER OF	7	SOLE VOTING POWER			
SHARES	,	SOLE VOING TOWER			
BENEFICIALLY		5,774,900			
OWNED BY EACH	8	SHARED VOTING POWER			
REPORTING					
PERSON WITH	9	- 0 - SOLE DISPOSITIVE POWER			
	9	SOLE DISPOSITIVE POWER			
		5,774,900			
	10	SHARED DISPOSITIVE POWER			
11	ACCRECATE AMO	- 0 - UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
11	71GGREGITE AMO	ON DENERGRADE OWNED DI ENGIEREI ORTING LEROON			
	5,774,900				
12	CHECK BOX IF THI	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0		
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)			
	6.4%				
14	TYPE OF REPORTIN	NG PERSON			
	00				
	50				

1	NAME OF REPORTI	NG PERSON		
	COWEN GROUP, I	INC		
2		DPRIATE BOX IF A MEMBER OF A GROUP	(a) o	
	(b) o			
3	SEC USE ONLY			
4	SOURCE OF FUNDS			
	00			
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR		
_	2(e)			
6	CITIZENCUID OD DI	LACE OF ORGANIZATION		
U	CITIZENSIIIF OK FI	LACE OF ORGANIZATION		
	DELAWARE			
NUMBER OF	7	SOLE VOTING POWER		
SHARES BENEFICIALLY		5,774,900		
OWNED BY EACH	8	SHARED VOTING POWER		
REPORTING				
PERSON WITH	9	- 0 - SOLE DISPOSITIVE POWER		
	9	SOLE DISPOSITIVE POWER		
		5,774,900		
	10	SHARED DISPOSITIVE POWER		
		- 0 -		
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	5,774,900			
12		E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0	
12	DED CENTE OF CLAS	C DEDDECEMBED DV AMOUNT IN DOM (41)		
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)		
	6.4%			
14	TYPE OF REPORTIN	NG PERSON		
	СО			

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1	NAME OF REPORTI	NG PERSON	
	RCG HOLDINGS I		
2	CHECK THE APPRO	PRIATE BOX IF A MEMBER OF A GROUP	(a) o
			(b) o
3	SEC USE ONLY		
4	SOURCE OF FUNDS		
	00		
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	
	2(e)		
6	CITIZENSHIP OR PL	ACE OF ORGANIZATION	
1777 (7777 07	DELAWARE		
NUMBER OF	7	SOLE VOTING POWER	
SHARES		F 774 000	
BENEFICIALLY		5,774,900	
OWNED BY EACH REPORTING	8	SHARED VOTING POWER	
PERSON WITH		-0-	
TERSON WITH	9	SOLE DISPOSITIVE POWER	
	9	SOLE DISPOSITIVE POWER	
		5,774,900	
	10	SHARED DISPOSITIVE POWER	
	10	SIMILED BIOLOGITIVE LOWER	
		- 0 -	
11	AGGREGATE AMOU	JNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	5,774,900		
12	CHECK BOX IF THE	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0
			_
13	PERCENT OF CLASS	S REPRESENTED BY AMOUNT IN ROW (11)	
	6.4%		
14	TYPE OF REPORTIN	IG PERSON	
	00		

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1	NAME OF REPORT	ING PERSON		
	C4S & CO., L.L.C.			
2	CHECK THE APPRO	DPRIATE BOX IF A MEMBER OF A GROUP	(a) o	
			(b) o	
3	SEC USE ONLY			
4	SOURCE OF FUNDS			
	00			
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR		
	2(e)			
-	CITIZENICIUS OD DI	A OF OF OR ON CANYELETON		
6	CITIZENSHIP OR PI	LACE OF ORGANIZATION		
	DELAWARE			
NUMBER OF	DELAWARE 7	SOLE VOTING POWER		
SHARES	/	SOLE VOTING POWER		
BENEFICIALLY		5,774,900		
OWNED BY EACH	8	SHARED VOTING POWER		
REPORTING	0	SHARED VOTINGTOWER		
PERSON WITH		-0-		
	9	SOLE DISPOSITIVE POWER		
		5,774,900		
	10	SHARED DISPOSITIVE POWER		
		- 0 -		
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	5,774,900			
12	CHECK BOX IF THI	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0	
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)		
	C 40/			
1.4	6.4%	JC DEDCON		
14	TYPE OF REPORTIN	NG PEKSUN		
	00			
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1	NAME OF REPOR	TING PERSON			
	DETED A COLLEN				
	PETER A. COHE				
2	CHECK THE APPE	ROPRIATE BOX IF A MEMBER OF A GROUP	(a) o		
2	(b) o				
3	SEC USE ONLY				
4	SOURCE OF FUNDS				
4	JOUNCE OF FUNI	55			
	00				
5	CHECK BOX IF D	ISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR			
	2(e)	( )			
6	CITIZENSHIP OR	PLACE OF ORGANIZATION			
	USA				
NUMBER OF	7	SOLE VOTING POWER			
SHARES BENEFICIALLY		- 0 -			
OWNED BY EACH	8	SHARED VOTING POWER			
REPORTING	0	SHARED VOTINGTOWER			
PERSON WITH		5,774,900			
	9	SOLE DISPOSITIVE POWER			
		- 0 -			
	10	SHARED DISPOSITIVE POWER			
11	ACCDECATE AM	5,774,900			
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON				
	5,774,900				
12		HE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0		
- <del>-</del>			-		
13	PERCENT OF CLA	ASS REPRESENTED BY AMOUNT IN ROW (11)			
		• •			
	6.4%				
14	TYPE OF REPORT	ING PERSON			
	TNI				
	IN				

1	NAME OF REPORT	INC DEDCON		
1	NAME OF REPORT	ING PERSON		
	MORGAN B. STA	RK		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o			
	(b) o			
3	SEC USE ONLY			
4	SOURCE OF FUNDS			
	00			
5		SCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR	Ш	
	2(e)			
6	CITIZENSHIP OR P	LACE OF ORGANIZATION		
	****			
NUMBER OF	USA 7	SOLE VOTING POWER		
SHARES	/	SOLE VOTING POWER		
BENEFICIALLY		- 0 -		
OWNED BY EACH	8	SHARED VOTING POWER		
REPORTING PERSON WITH		F 774 000		
PERSON WITH	9	5,774,900 SOLE DISPOSITIVE POWER		
		SOLE DISTOSTITVE TOWER		
		- 0 -		
	10	SHARED DISPOSITIVE POWER		
		5,774,900		
11	AGGREGATE AMO	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
4.2	5,774,900	E A CODECATE AMOUNT IN DOLL (44) EVOLVIDES CEDITAIN SUADES		
12	CHECK BOX IF IH	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0	
13	PERCENT OF CLAS	SS REPRESENTED BY AMOUNT IN ROW (11)		
1.4	6.4%	NIC DEDCOM		
14	TYPE OF REPORTI	ING PERSOIN		
	IN			
	<del></del>			

	NAME OF PEROPER	VC PERSON		
1	NAME OF REPORTII	NG PERSON		
	JEFFREY M. SOLOMON			
2				
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a) 0			
2	(b) o SEC USE ONLY			
3	SEC USE ONLY			
4	COLIDCE OF FUNDS			
4	SOURCE OF FUNDS			
	00			
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR		
3	2(e)	LUSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(II) OR		
	2(e)			
6	CITIZENSHIP OR PL	ACE OF ORGANIZATION	-	
	CITIZETOINI ORTE	TOL OF OROTHVEINOR		
	USA			
NUMBER OF	7	SOLE VOTING POWER		
SHARES				
BENEFICIALLY		- 0 -		
OWNED BY EACH	8	SHARED VOTING POWER		
REPORTING				
PERSON WITH		5,774,900		
	9	SOLE DISPOSITIVE POWER		
		- 0 -		
	10	SHARED DISPOSITIVE POWER		
		5 554 000		
11	ACCRECATE AMOI	5,774,900		
11	AGGREGALE AMOU	UNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		
	5,774,900			
12		AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0	
12	CHECK DOX IF THE	AGGILETILE AMOUNT IN NOW (11) ENGLODES CERTAIN SHARES	J	
13	PERCENT OF CLASS	S REPRESENTED BY AMOUNT IN ROW (11)		
	6.4%			
14	TYPE OF REPORTIN	G PERSON		
	IN			

1	NAME OF REPOR	RTING PERSON			
	THOMAS W. ST				
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o				
	(b) o				
3	SEC USE ONLY				
4	SOURCE OF FUNDS				
	00				
5		SISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR			
	2(e)				
6	CITIZENSHIP OR	PLACE OF ORGANIZATION			
	***C *				
NUMBER OF	USA	COLE MOTIVO DOLUTE			
NUMBER OF	7	SOLE VOTING POWER			
SHARES BENEFICIALLY		- 0 -			
OWNED BY EACH	8	SHARED VOTING POWER			
REPORTING	0	SHARED VOTING POWER			
PERSON WITH		5,774,900			
1210011 1/1111	9	SOLE DISPOSITIVE POWER			
	3	SOLL DISTOSTIVE TOWER			
		- 0 -			
	10	SHARED DISPOSITIVE POWER			
		5,774,900			
11	AGGREGATE AM	OUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	5,774,900				
12	CHECK BOX IF T	HE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0		
13	PERCENT OF CLA	ASS REPRESENTED BY AMOUNT IN ROW (11)			
	2 424				
4.4	6.4%	ENIC DEDGON			
14	TYPE OF REPORT	TING PERSON			
	INI				
	IN				

1	NAME OF REPORTI	NG PERSON				
	RAGHU RAU					
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a) 0					
3	SECTISE ONLY	SEC USE ONLY (b) o				
3	SEC USE OINLY					
4	SOURCE OF FUNDS					
	PF					
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR				
	2(e)					
	CITIZENCLID OD DI	A CE OF OR CANUTATION				
6	CITIZENSHIP OR PL	LACE OF ORGANIZATION				
	USA					
NUMBER OF	7	SOLE VOTING POWER				
SHARES	·					
BENEFICIALLY		2,700				
OWNED BY EACH	8	SHARED VOTING POWER				
REPORTING						
PERSON WITH	9	- 0 - 1				
	9	SOLE DISPOSITIVE POWER				
		2,700				
	10	SHARED DISPOSITIVE POWER				
		- 0 - <sup>1</sup>				
11	AGGREGATE AMOU	JNT BENEFICIALLY OWNED BY EACH REPORTING PERSON				
	2,700					
12	-	E AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0			
12	CHECK BOX IF THE	A AGGREGATE AMOUNT IN NOW (11) EACEODES CERTAIN SHARES	U			
13	PERCENT OF CLAS	S REPRESENTED BY AMOUNT IN ROW (11)				
		• •				
	Less than 1%					
14	TYPE OF REPORTIN	IG PERSON				
	INI					
	IN					

<sup>&</sup>lt;sup>1</sup> See Item 5.

1	NAME OF REPORTIN	NG PERSON			
	JEFFREY C. SMITH				
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) o				
	(b) o				
3	SEC USE ONLY				
4	SOURCE OF FUNDS				
5		CLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR			
	2(e)				
6	CITIZENSHIP OR PL	ACE OF ORGANIZATION			
	TICA				
NUMBER OF	USA 7	SOLE VOTING POWER			
SHARES	/	SOLE VOTING POWER			
BENEFICIALLY		- 0 -			
OWNED BY EACH	8	SHARED VOTING POWER			
REPORTING	0	SHAKED VOTING POWER			
PERSON WITH		- 0 - <sup>1</sup>			
TEROOR WITH	9	SOLE DISPOSITIVE POWER			
	3	SOLE DISTOSITIVE TOWER			
		- 0 -			
	10	SHARED DISPOSITIVE POWER			
		- 0 - <sup>1</sup>			
11	AGGREGATE AMOU	INT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
	- 0 - <sup>1</sup>				
12	CHECK BOX IF THE	AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	0		
13	PERCENT OF CLASS	S REPRESENTED BY AMOUNT IN ROW (11)			
	0%				
14	TYPE OF REPORTIN	G PERSON			
	TAT				
	IN				

<sup>&</sup>lt;sup>1</sup> See Item 5.

The following constitutes Amendment No. 2 ("Amendment No. 2") to the Schedule 13D filed by the undersigned. This Amendment No. 2 amends the Schedule 13D as specifically set forth.

## Item 2. <u>Identity and Background</u>.

Item 2 is hereby amended to add the following:

In connection with the Settlement Agreement, Value and Opportunity Master Fund has withdrawn its nominations of Messrs. Rau and Smith for election at the Annual Meeting. Accordingly, Messrs. Rau and Smith are no longer members of the Section 13(d) group and shall cease to be Reporting Persons immediately after the filing of this Amendment No. 2. The remaining Reporting Persons will continue filing as a group statements on Schedule 13D with respect to their beneficial ownership of securities of the Issuer to the extent required by applicable law. Each of the remaining Reporting Persons is party to the Joint Filing Agreement, as further described in Item 6.

#### Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The Shares purchased by Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases, as set forth in Schedule A, which is incorporated by reference herein. The aggregate purchase cost of the 5,774,900 Shares beneficially owned in the aggregate by Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL is approximately \$15,547,000, excluding brokerage commissions.

The aggregate purchase cost of the 2,700 Shares owned directly by Mr. Rau is approximately \$7,236, excluding brokerage commissions. The Shares owned directly by Mr. Rau were acquired with personal funds.

### Item 4. <u>Purpose of Transaction.</u>

Item 4 is hereby amended to add the following:

On October 13, 2010, the Ramius Group (as defined in the Settlement Agreement) and the Issuer entered into a settlement agreement (the "Settlement Agreement"). Pursuant to the terms of the Settlement Agreement the Issuer agreed (i) to increase the size of the Board to nine (9) directors, such that a vacancy will exist in Class III of the Board, (ii) to fill the Class III vacancy with a director candidate recommended by the Ramius Group (the "Settlement Director"), (iii) in the event the Settlement Director is appointed to the Board prior to the Annual Meeting, to recommend, support and solicit proxies for the election of the Settlement Director in the same manner as for the Issuer's other nominees up for election at the Annual Meeting, (iv) to appoint the Settlement Director to at least one (1) committee of the Board and any special committee that is formed for the purpose of reviewing strategic alternatives while the Settlement Director is serving as a director, (v) if the Settlement Director resigns or is otherwise unable to serve as a director or is removed for cause, the Board shall appoint a replacement director recommended by the Ramius Group, and (vi) to submit, solicit and seek to obtain proxies in favor of a binding resolution for approval by stockholders at the Annual Meeting to declassify the Board (the "Declassification Proposal"). In addition, the Issuer agreed, prior to the Issuer's 2011 annual meeting of stockholders (the "2011 Annual Meeting"), not to (i) increase the size of the Board to more than nine (9) directors or (ii) take any other action to materially limit or restrict the rights of or time allotted to stockholders to nominate persons for election to the Board.

Pursuant to the Settlement Agreement, the Ramius Group agreed to (i) withdraw its letter nominating two (2) individuals for election at the Annual Meeting and submitting a non-binding business proposal to seek stockholder approval of a request for the Board to be declassified, (ii) withdraw its letter submitting a proposal and supporting statement pursuant to Rule 14a-8 for inclusion in the Issuer's proxy statement relating to the Annual Meeting, and (iii) vote at the Annual Meeting all of the Shares beneficially owned by it for (a) each of the Issuer's nominees for election to the Board, (b) the Declassification Proposal, and (c) the ratification of the appointment of the Issuer's independent auditors.

Pursuant to the Settlement Agreement, the Ramius Group agreed, from the date of the Settlement Agreement until ten (10) business days prior to the deadline for the submission of stockholder nominations for the 2011 Annual Meeting, neither it nor any of its Affiliates or Associates (as defined in the Settlement Agreement) under its control or direction will, and it will cause each of its Affiliates and Associates under its control not to, directly or indirectly, in any manner (i) engage in any solicitation of proxies or consents or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the rules or regulations thereunder) of proxies or consents with respect to securities of the Company, (ii ) seek to advise, encourage, support or influence any person with respect to the voting or disposition of any securities of the Issuer at any meeting of stockholders of the Issuer, except as provided for in the Settlement Agreement, (iii) form, join or in any way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the Shares, other than a "group" that includes all or some lesser number of the members of the Ramius Group, but does not include any other members who were not currently members of Ramius Group as of the date of the Settlement Agreement, (iv) deposit any Shares in any voting trust or subject any Shares to any arrangement or agreement with respect to the voting of any Shares, (v) control or seek to control the Board, other than through non-public communications with the officers and directors of the Issuer, (vi) seek or encourage any person to submit nominations in furtherance of a "contested solicitation" for the election or removal of directors with respect to the Issuer or any solicitation or nomination pursuant to Rule 14a-11 under the Exchange Act, (vii) make any proposals for consideration by stockholders at any meeting of stockholders of the Issuer or make any offer or proposal with respect to a merger, acquisition, disposition or other business combination involving the Ramius Group and the Issuer, (viii) seek representation on the Board, except as provided for in the Settlement Agreement, or (ix) make any request to amend, waive or terminate any provision of the Settlement Agreement, other than through non public communications with the officers and directors of the Issuer that do not trigger any disclosure obligation on the part of any member of the Ramius Group. The Settlement Agreement shall not limit the ability of any member of the Ramius Group, except as otherwise provided in the Settlement Agreement, to vote its Shares on any matter submitted to a vote of the stockholders of the Issuer or limit the ability of the Ramius Group to disclose how it intends to vote or act with respect to any securities of the Issuer, any stockholder proposal or other matter to be voted on by the stockholders of the Issuer (other than the election of directors) and the reasons therefor.

In connection with the Settlement Agreement, the Issuer agreed to reimburse the Ramius Group for its reasonable, documented fees and expenses, provided that such reimbursement shall not exceed \$20,000 in the aggregate.

The foregoing description of the Settlement Agreement is qualified in its entirety by reference to the full text of the Settlement Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

## Item 5. <u>Interest in Securities of the Issuer.</u>

Item 5 is hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each person named herein is based upon 90,749,782 Shares outstanding, as of August 16, 2010, which is the total number of Shares outstanding as reported in the Issuer's Annual Report on Form 10-K, filed with the Securities and Exchange Commission on August 20, 2010.

- A. Value and Opportunity Master Fund
  - (a) As of close of the close of business on October 13, 2010, Value and Opportunity Master Fund beneficially owned 5,027,989 Shares.

Percentage: Approximately 5.5%.

- (b) 1. Sole power to vote or direct vote: 5,027,989
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 5,027,989
  - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the Shares by Value and Opportunity Master Fund during the past 60 days are set forth in Schedule A and are incorporated herein by reference.
- B. Navigation Master Fund
  - (a) As of the close of business on October 13, 2010, Navigation Master Fund beneficially owned 392,396 Shares.

Percentage: Less than 1%.

- (b) 1. Sole power to vote or direct vote: 392,396
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 392,396
  - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the Shares by Navigation Master Fund during the past 60 days are set forth in Schedule A and are incorporated herein by reference.
- C. ROIL
  - (a) As of the close of business on October 13, 2010, ROIL beneficially owned 120,353 Shares.

Percentage: Less than 1%.

- (b) 1. Sole power to vote or direct vote: 120,353
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 120,353
  - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the Shares by ROIL during the past 60 days are set forth in Schedule A and are incorporated herein by reference.

#### D. COIL

(a) As of the close of business on October 13, 2010, COIL beneficially owned 234,162 Shares.

Percentage: Less than 1%.

- (b) 1. Sole power to vote or direct vote: 234,162
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 234,162
  - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the Shares by COIL during the past 60 days are set forth in Schedule A and are incorporated herein by reference.

## E. Enterprise Master Fund

(a) Enterprise Master Fund, as the sole shareholder of Navigation Master Fund, may be deemed the beneficial owner of the 392,396 Shares owned by Navigation Master Fund.

Percentage: Less than 1%.

- (b) 1. Sole power to vote or direct vote: 392,396
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 392,396
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Enterprise Master Fund has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Navigation Master Fund are set forth in Schedule A and are incorporated herein by reference.

#### F. Ramius Advisors

(a) Ramius Advisors, as the investment advisor of Navigation Master Fund, the managing member of ROIL and the general partner of COIL, may be deemed the beneficial owner of the (i) 392,396 Shares owned by Navigation Master Fund, (ii) 120,353 Shares owned by ROIL and (iii) 234,162 Shares owned by COIL.

Percentage: Less than 1%.

- (b) 1. Sole power to vote or direct vote: 746,911
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 746,911
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Ramius Advisors has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Navigation Master Fund, ROIL and COIL are set forth in Schedule A and are incorporated herein by reference.

## G. Value and Opportunity Advisors

(a) Value and Opportunity Advisors, as the investment manager of Value and Opportunity Master Fund may be deemed the beneficial owner of the 5,027,989 Shares owned by Value and Opportunity Master Fund.

Percentage: Approximately 5.5%.

CUSIP NO. 30226D106 CUSIP NO. 30226D106

- (b) 1. Sole power to vote or direct vote: 5,027,989
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 5,027,989
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Value and Opportunity Advisors has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Value and Opportunity Master Fund are set forth on Schedule A and incorporated herein by reference.

#### H. Ramius

(a) Ramius, as the sole member of each of Value and Opportunity Advisors and Ramius Advisors, may be deemed the beneficial owner of the (i) 5,027,989 Shares owned by Value and Opportunity Master Fund, (ii) 392,396 Shares owned by Navigation Master Fund, (iii) 120,353 Shares owned by ROIL and (iv) 234,162 Shares owned by COIL.

Percentage: Approximately 6.4%.

- (b) 1. Sole power to vote or direct vote: 5,774,900
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 5,774,900
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Ramius has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL are set forth on Schedule A and incorporated herein by reference.

#### I. Cowen

(a) Cowen, as the sole member of Ramius, may be deemed the beneficial owner of the (i) 5,027,989 Shares owned by Value and Opportunity Master Fund, (ii) 392,396 Shares owned by Navigation Master Fund, (iii) 120,353 Shares owned by ROIL and (iv) 234,162 Shares owned by COIL.

Percentage: Approximately 6.4%.

- (b) 1. Sole power to vote or direct vote: 5,774,900
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 5,774,900
  - 4. Shared power to dispose or direct the disposition: 0
- (c) Cowen has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL are set forth on Schedule A and incorporated herein by reference.

## J. RCG Holdings

(a) RCG Holdings, as a significant shareholder of Cowen, may be deemed the beneficial owner of the (i) 5,027,989 Shares owned by Value and Opportunity Master Fund, (ii) 392,396 Shares owned by Navigation Master Fund, (iii) 120,353 Shares owned by ROIL and (iv) 234,162 Shares owned by COIL.

Percentage: Approximately 6.4%.

- (b) 1. Sole power to vote or direct vote: 5,774,900
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 5,774,900
  - 4. Shared power to dispose or direct the disposition: 0
- (c) RCG Holdings has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL are set forth on Schedule A and incorporated herein by reference.

#### K. C4S

(a) C4S, as the managing member of RCG Holdings, may be deemed the beneficial owner of the (i) 5,027,989 Shares owned by Value and Opportunity Master Fund, (ii) 392,396 Shares owned by Navigation Master Fund, (iii) 120,353 Shares owned by ROIL and (iv) 234,162 Shares owned by COIL.

Percentage: Approximately 6.4%.

- (b) 1. Sole power to vote or direct vote: 5,774,900
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 5,774,900
  - 4. Shared power to dispose or direct the disposition: 0
- (c) C4S has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL are set forth on Schedule A and incorporated herein by reference.

## L. Messrs. Cohen, Stark, Strauss and Solomon

(a) Each of Messrs. Cohen, Stark, Strauss and Solomon, as the managing members of C4S, may be deemed the beneficial owner of the (i) 5,027,989 Shares owned by Value and Opportunity Master Fund, (ii) 392,396 Shares owned by Navigation Master Fund, (iii) 120,353 Shares owned by ROIL and (iv) 234,162 Shares owned by COIL.

Percentage: Approximately 6.4%.

- (b) 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 5,774,900
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 5,774,900

(c) None of Messrs. Cohen, Stark, Strauss or Solomon has entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL are set forth on Schedule A and incorporated herein by reference.

#### M. Mr. Rau

(a) As of the close of business on October 13, 2010, Mr. Rau directly owned 2,700 Shares. Mr. Rau, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Exchange Act, may be deemed the beneficial owner of the (i) 5,027,989 Shares owned by Value and Opportunity Master Fund, (ii) 392,396 Shares owned by Navigation Master Fund, (iii) 120,353 Shares owned by ROIL and (iv) 234,162 Shares owned by COIL.

Percentage: Approximately 6.4%.

- (b) 1. Sole power to vote or direct vote: 2,700
  - 2. Shared power to vote or direct vote: 5,774,900
  - 3. Sole power to dispose or direct the disposition: 2,700
  - 4. Shared power to dispose or direct the disposition: 5,774,900
- (c) The transactions in the Shares by Mr. Rau during the past 60 days are set forth in Schedule A and are incorporated herein by reference. The transactions in the Shares during the past 60 days on behalf of Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL are set forth on Schedule A and incorporated herein by reference.

## N. Mr. Smith

(a) As of the close of business on October 13, 2010, Mr. Smith did not directly own any Shares. Mr. Smith, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Exchange Act, may be deemed the beneficial owner of the (i) 5,027,989 Shares owned by Value and Opportunity Master Fund, (ii) 392,396 Shares owned by Navigation Master Fund, (iii) 120,353 Shares owned by ROIL and (iv) 234,162 Shares owned by COIL.

Percentage: Approximately 6.4%.

- (b) 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 5,774,900
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 5,774,900
- (c) Mr. Smith has not entered into any transactions in the Shares during the past 60 days. The transactions in the Shares during the past 60 days on behalf of Value and Opportunity Master Fund, Navigation Master Fund, ROIL and COIL are set forth on Schedule A and incorporated herein by reference.

- (d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.
- (e) Not applicable.

## Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On October 13, 2010, the Ramius Group and the Issuer entered into a Settlement Agreement defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

On October 14, 2010, Ramius Value and Opportunity Master Fund Ltd, Ramius Navigation Master Fund Ltd, Ramius Optimum Investments LLC, Cowen Overseas Investment LP, Ramius Enterprise Master Fund Ltd, Ramius Advisors, LLC, Ramius Value and Opportunity Advisors LLC, Ramius LLC, Cowen Group, Inc., RCG Holdings LLC, C4S & Co., L.L.C., Peter A. Cohen, Morgan B. Stark, Thomas W. Strauss and Jeffrey M. Solomon entered into a Joint Filing Agreement in which the Reporting Persons who will remain Reporting Persons subsequent to this Amendment No. 2 agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. A copy of this agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

## Item 7. <u>Material to be Filed as Exhibits.</u>

Item 7 is hereby amended to include the following exhibits:

Exhibit 99.1 Settlement Agreement by and among Ramius Value and Opportunity Master Fund Ltd, Ramius Navigation Master Fund Ltd, Ramius Optimum Investments LLC, Cowen Overseas Investment LP, Ramius Enterprise

Master Fund Ltd, Ramius Optimum investments LLC, Cowen Overseas investment LP, Ramius Enterprise Master Fund Ltd, Ramius Advisors, LLC, Ramius Value and Opportunity Advisors LLC, Ramius LLC, Cowen Group, Inc., RCG Holdings LLC, C4S & Co., L.L.C., Peter A. Cohen, Morgan B. Stark, Thomas W. Strauss,

Jeffrey M. Solomon and Extreme Networks, Inc., dated as of October 13, 2010.

Exhibit 99.2 Joint Filing Agreement by and among Ramius Value and Opportunity Master Fund Ltd, Ramius Navigation

Master Fund Ltd, Ramius Optimum Investments LLC, Cowen Overseas Investment LP, Ramius Enterprise Master Fund Ltd, Ramius Advisors, LLC, Ramius Value and Opportunity Advisors LLC, Ramius LLC, Cowen Group, Inc., RCG Holdings LLC, C4S & Co., L.L.C., Peter A. Cohen, Morgan B. Stark, Thomas W. Strauss

and Jeffrey M. Solomon, dated October 14, 2010.

#### **SIGNATURES**

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: October 14, 2010

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD

By: Ramius Value and Opportunity Advisors LLC,

its investment manager

RAMIUS NAVIGATION MASTER FUND LTD

By: Ramius Advisors, LLC,

its investment advisor

RAMIUS ENTERPRISE MASTER FUND LTD

By: Ramius Advisors, LLC, its investment advisor

RAMIUS VALUE AND OPPORTUNITY ADVISORS LLC

By: Ramius LLC,

its sole member

RAMIUS OPTIMUM INVESTMENTS LLC

By: Ramius Advisors, LLC, its managing member

COWEN OVERSEAS INVESTMENT LP

By: Ramius Advisors, LLC, its general partner

RAMIUS ADVISORS, LLC

By: Ramius LLC, its sole member

RAMIUS LLC

By: Cowen Group, Inc., its sole member

COWEN GROUP, INC.

RCG HOLDINGS LLC By: C4S & Co., L.L.C., its managing member

C4S & CO., L.L.C.

By: /s/ Owen S. Littman

Name: Owen S. Littman
Title: Authorized Signatory

/s/ Owen S. Littman

OWEN S. LITTMAN

As attorney-in-fact for Jeffrey M. Solomon, Peter A. Cohen, Morgan B. Stark, Thomas W.

Strauss and Raghu Rau

/s/ Jeffrey C. Smith

JEFFREY C. SMITH

# **SCHEDULE A**

# Transactions in the Shares During the Past 60 Days

Shares of Common Stock Purchased/(Sold)	Price Per <u>Share(\$)</u>	Date of <u>Purchase/Sale</u>
RAMIUS	VALUE AND OPPORTUNITY MASTER FU	JND LTD
99,375	2.6432	08/25/2010
226,875	2.7115	08/26/2010
205,125	2.8459	08/27/2010
53,700	2.8085	08/30/2010
14,925	2.7402	08/31/2010
8,697	2.7500	09/01/2010
10,053	2.7991	09/07/2010
(34,827)	3.2522	09/20/2010
(87,066)	3.2500	09/20/2010
(26,120)	3.1391	09/21/2010
(26,120)	3.1695	09/21/2010
(15,401)	3.1300	09/21/2010
(14,366)	3.1213	09/22/2010
(5,833)	3.1000	09/23/2010
(35,536)	3.1001	09/24/2010
(7,671)	3.1077	09/24/2010
(262)	3.1000	09/24/2010
(2,873)	3.1000	09/27/2010
(5,124)	3.1000	09/27/2010
(174)	3.1000	09/28/2010
(26,034)	3.1001	09/28/2010
	RAMIUS OPTIMUM INVESTMENTS LLC	
(833)	3.2522	09/20/2010
(2,084)	3.2500	09/20/2010
(625)	3.1391	09/21/2010
(625)	3.1695	09/21/2010
(369)	3.1300	09/21/2010
(344)	3.1213	09/22/2010
(140)	3.1000	09/23/2010
(851)	3.1001	09/24/2010
(184)	3.1077	09/24/2010
(6)	3.1000	09/24/2010
(69)	3.1000	09/27/2010
(123)	3.1000	09/27/2010
(4)	3.1000	09/28/2010
(625)	3.1001	09/28/2010

# COWEN OVERSEAS INVESTMENT LP

33,125	2.6432	08/25/2010
75,625	2.7115	08/26/2010
68,375	2.8459	08/27/2010
17,900	2.8085	08/30/2010
4,975	2.7402	08/31/2010
2,899	2.7500	09/01/2010
3,351	2.7991	09/07/2010
(1,622)	3.2522	09/20/2010
(4,055)	3.2500	09/20/2010
(1,217)	3.1391	09/21/2010
(1,157)	3.1695	09/21/2010
(60)	3.1695	09/21/2010
(717)	3.1300	09/21/2010
(669)	3.1213	09/22/2010
(272)	3.1000	09/23/2010
(1,655)	3.1001	09/24/2010
(357)	3.1077	09/24/2010
(12)	3.1000	09/24/2010
(134)	3.1000	09/27/2010
(239)	3.1000	09/27/2010
(8)	3.1000	09/28/2010
(1,214)	3.1001	09/28/2010
	RAMIUS NAVIGATION MASTER FUND LTD	
(2,718)	3.2522	09/20/2010
(6,795)	3.2522 3.2500	09/20/2010
(6,795) (2,038)	3.2522 3.2500 3.1391	09/20/2010 09/21/2010
(6,795) (2,038) (2,038)	3.2522 3.2500 3.1391 3.1695	09/20/2010 09/21/2010 09/21/2010
(6,795) (2,038) (2,038) (1,202)	3.2522 3.2500 3.1391 3.1695 3.1300	09/20/2010 09/21/2010 09/21/2010 09/21/2010
(6,795) (2,038) (2,038) (1,202) (1,121)	3.2522 3.2500 3.1391 3.1695 3.1300 3.1213	09/20/2010 09/21/2010 09/21/2010 09/21/2010 09/22/2010
(6,795) (2,038) (2,038) (1,202) (1,121) (455)	3.2522 3.2500 3.1391 3.1695 3.1300 3.1213 3.1000	09/20/2010 09/21/2010 09/21/2010 09/21/2010 09/22/2010 09/23/2010
(6,795) (2,038) (2,038) (1,202) (1,121) (455) (2,773)	3.2522 3.2500 3.1391 3.1695 3.1300 3.1213 3.1000 3.1001	09/20/2010 09/21/2010 09/21/2010 09/21/2010 09/22/2010 09/23/2010 09/24/2010
(6,795) (2,038) (2,038) (1,202) (1,121) (455) (2,773) (599)	3.2522 3.2500 3.1391 3.1695 3.1300 3.1213 3.1000 3.1001 3.1001	09/20/2010 09/21/2010 09/21/2010 09/21/2010 09/22/2010 09/23/2010 09/24/2010 09/24/2010
(6,795) (2,038) (2,038) (1,202) (1,121) (455) (2,773) (599) (20)	3.2522 3.2500 3.1391 3.1695 3.1300 3.1213 3.1000 3.1001 3.1077 3.1000	09/20/2010 09/21/2010 09/21/2010 09/21/2010 09/22/2010 09/23/2010 09/24/2010 09/24/2010 09/24/2010
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#### **AGREEMENT**

THIS AGREEMENT ("<u>Agreement</u>"), dated as of October 13, 2010, is made by and between Extreme Networks, Inc., a Delaware corporation ("<u>Extreme</u>" or the "<u>Company</u>"), and the entities and natural persons listed on Schedule A hereto and their affiliates (collectively, the "<u>Ramius Group</u>") (each of the Company and the Ramius Group, a "<u>Party</u>" to this Agreement, and collectively, the "<u>Parties</u>").

WHEREAS, the Ramius Group may be deemed to beneficially own shares of common stock of Extreme (the "Common Stock") totaling, in the aggregate, 5,774,900 shares, or approximately 6.4% of the Common Stock issued and outstanding on the date hereof;

WHEREAS, Extreme and the Ramius Group have agreed that it is in their mutual interests to enter into this Agreement to set forth, among other things, the parties' mutual understanding relating to the 2010 annual meeting of stockholders (the "Annual Meeting").

NOW, THEREFORE, in consideration of the premises and the representations, warranties, and agreements contained herein, and other good and valuable consideration, the Parties mutually agree as follows:

- 1. Representations and Warranties of the Ramius Group. The Ramius Group represents and warrants to Extreme that (a) this Agreement has been duly authorized, executed and delivered by the Ramius Group, and is a valid and binding obligation of the Ramius Group, enforceable against the Ramius Group in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; and (b) the execution of this Agreement, the consummation of any of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of the organizational documents of the Ramius Group as currently in effect.
- **2.** Representations and Warranties of Extreme. Extreme hereby represents and warrants to the Ramius Group that (a) this Agreement has been duly authorized, executed and delivered by Extreme, and is a valid and binding obligation of Extreme, enforceable against Extreme in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; and (b) the execution of this Agreement, the consummation of any of the transactions contemplated hereby, and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, result in a breach or violation of, constitute a default (or an event which with notice or lapse of time or both could become a default) under or pursuant to, result in the loss of a material benefit or give any right of termination, amendment, acceleration or cancellation under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of Extreme or any of its subsidiaries pursuant to any law, any order of any court or other agency of government, Extreme's Restated Certificate of Incorporation, as amended (the "Certificate of Incorporation"), Extreme's Amended and Restated Bylaws (the "Bylaws"), or the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which Extreme is a party or bound or to which its property or assets is subject.

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- (a) Extreme agrees that the Board of Directors (the "Board") and all applicable committees of the Board will take all actions necessary and appropriate to, immediately following the execution of this Agreement, increase the size of the Board to nine (9) directors, such that a vacancy will exist in Class III of the Board (the "Class III Vacancy") to be filled by the Settlement Director (as defined in Section 3(b)).
- (b) The Ramius Group shall be entitled to recommend to the Board a director candidate (the "Ramius Group Candidate"), to fill the Class III Vacancy, who (i) is unaffiliated with the Ramius Group, (ii) qualifies as "independent" under the Nasdaq corporate governance standards and (iii) has relevant business and financial experience that is consistent with Extreme's guidelines relating to director qualifications and Board composition. In determining the Ramius Group Candidate, the Ramius Group agrees that it will consider, in addition to any director candidates identified by the Ramius Group, any director candidates that the Company may recommend to the Ramius Group who meet the requirements set forth in the first sentence of this Section 3(b). In the event the Board does not accept the Ramius Group Candidate, the Ramius Group will have the right to recommend additional director candidate(s) for consideration by the Board who meet the requirements set forth in the first sentence of this Section 3(b), until such time as the Board accepts a director candidate recommended by the Ramius Group. Upon the acceptance of a director candidate, the Company will appoint such director candidate to the Board no later than five (5) business days after the date that such director candidate has been approved by the Board (the "Settlement Director").
- (c) In the event the Settlement Director is appointed to the Board prior to the Annual Meeting, Extreme agrees that it will recommend, support and solicit proxies for the election of the Settlement Director in the same manner as for the Company's other nominees who are up for election at the Annual Meeting.
- (d) Extreme agrees that the Settlement Director will be appointed to (i) at least one (1) committee of the Board and (ii) any special committee that is formed while the Settlement Director is serving as a director of the Board for the purpose of reviewing or evaluating strategic alternatives, including, but not limited to, a sale of the Company, an acquisition or any other strategic transaction. The appointment of the Settlement Director to any committee of the Company pursuant to Section 3(d)(ii) hereof shall only be subject to a determination that the Settlement Director is "independent" pursuant to NASDAQ listing standards and Delaware law.
- (e) Extreme agrees that if the Settlement Director resigns or is otherwise unable to serve as a director or is removed for cause as a director, the procedures described in Section 3(b) shall again apply, until such time as the Board accepts a replacement candidate recommended by the Ramius Group and appoints such director candidate to the Board.
- (f) Extreme agrees that prior to Extreme's 2011 annual meeting of stockholders (the "2011 Annual Meeting"), the Board and all applicable committees of the Board shall not (i) increase the size of the Board to more than nine (9) directors or (ii) or take any other action to materially limit or restrict the rights of or time allotted to its stockholders to nominate persons for election to the Board (including but not limited to by amending the Certificate of Incorporation or Bylaws).

(g) Extreme agrees to, in accordance with the Certificate of Incorporation and Bylaws and applicable state law, submit, solicit and seek to
obtain proxies in favor of a binding resolution for approval by its stockholders at the Annual Meeting to declassify the Company's Board to provide for the
annual election of all directors (the "Declassification Proposal"). Pursuant to the Declassification Proposal, if approved by stockholders at the Annua
Meeting, the terms of the Class I directors that would otherwise have expired at the 2011 Annual Meeting will expire and their successo rs will be elected to
serve one-year terms. At the 2012 annual meeting of stockholders (the "2012 Annual Meeting"), the terms of the Class II directors that would otherwise have
expired in 2012 will expire and their successors will be elected to serve one-year terms. At the annual meeting in 2013 and each annual meeting thereafter
the terms of all directors previously elected or appointed to the Board will expire and their successors will be elected to serve one-year terms.

#### 4. Standstill Restrictions.

- (a) Each member of the Ramius Group agrees that, from the date of this Agreement until the date that is ten (10) business days prior to the deadline for the submission of stockholder nominations for the 2011 Annual Meeting (the "Standstill Period"), neither it nor any of its Affiliates or Associates under its control or direction will, and it will cause each of its Affiliates and Associates under its control not to, directly or indirectly, in any manner:
- (i) engage in any solicitation of proxies or consents or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Securities Exchange Act of 1934, as amended or the rules or regulations thereunder (the "Exchange Act")) of proxies or consents (including, without limitation, any solicitation of consents to call a special meeting of stockholders and any solicitation or nomination pursuant to Rule 14a-11 under the Exchange Act), in each case, with respect to securities of the Company;
- (ii) seek to advise, encourage, support or influence any person with respect to the voting or disposition of any securities of the Company at annual or special meeting of stockholders, except in accordance with Section 4(a)(vii) and Section 5(b);
- (iii) form, join or in any way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the Common Stock (other than a "group" that includes all or some lesser number of the persons identified as part of the Ramius Group, but does not include any other members who are not currently identified as Ramius Group members as of the date hereof);
- (iv) deposit any Common Stock in any voting trust or subject any Common Stock to any arrangement or agreement with respect to the voting of any Common Stock, other than any such voting trust, arrangement or agreement solely among the Ramius Group;
  - (v) control or seek to control the Board, other than through non public communications with the officers and directors of the Company;
- (vi) seek or encourage any person (other than any member of the Ramius Group) to submit nominations in furtherance of a "contested solicitation" for the election or removal of directors with respect to the Company or any solicitation or nomination pursuant to Rule 14a-11 under the Exchange Act;

- (vii) (1) make any proposal for consideration by stockholders at any annual or special meeting of stockholders or (2) make any offer or proposal (with or without conditions) with respect to a merger, acquisition, disposition or other business combination involving the Ramius Group and the Company; provided, however, that nothing herein will limit the ability of (1) any member of the Ramius Group, or its respective Affiliates and Associates, except as otherwise provided in Section 5, to vote its shares of Common Stock on any matter submitted to a vote of the stockholders of the Company or (2) ;the Ramius Group to announce its opposition to any Board approved proposals related to a merger, acquisition, disposition of all or substantially all of the assets of the Company or other business combination involving the Company;
  - (vii) seek, alone or in concert with others, representation on the Board, except as specifically contemplated in Section 3; or
- (ix) make any request to amend, waive or terminate any provision of this Agreement, other than through non public communications with the officers and directors of the Company that do not trigger any disclosure obligation on the part of any member of the Ramius Group.
- (b) Notwithstanding anything contained herein to the contrary, except as expressly provided in Section 5(b), each member of the Ramius Group shall be entitled to:
- (i) vote their shares in favor of the election of the Settlement Director at the Annual Meeting, in favor of the Declassification Proposal and on any other proposal duly brought before the Annual Meeting, or otherwise vote as each member of the Ramius Group determines in its sole discretion; and
- (ii) disclose, publicly or otherwise, how it intends to vote or act with respect to any securities of the Company, any stockholder proposal or other matter to be voted on by the stockholders of the Company (other than the election of directors) and the reasons therefor;
- (c) As used in this Agreement, the terms "Affiliate" and "Associate" shall have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act.
- (d) In the event that the Company is in material breach of its obligations under this Agreement, including, without limitation, a failure to comply in any respect with the provisions of Section 3 of this Agreement, and such breach is not cured within 30 days after written notice thereof is provided to the Company by the Ramius Group, then in addition to any other remedies that the members of the Ramius Group may have, the provisions of this Section 4 shall also terminate.
- (e) In the event that the Ramius Group is in material breach of its obligations under this Agreement, and such breach is not cured within 30 days after written notice thereof is provided to the Ramius Group by the Company, then in addition to any other remedies that the Company may have, the provisions of Section 3 shall also terminate.

#### 5. Actions by the Ramius Group.

(a) Upon execution of this Agreement, the Ramius Group hereby withdraws (i) its letter dated July 20, 2010 nominating two (2) candidates for election at the Annual Meeting and submitting a non-binding business proposal to seek stockholder approval of a request for the Board to take the necessary steps to declassify the Board and (ii) its letter dated July 20, 2010 submitting a proposal and supporting statement pursuant to Rule 14a-8 for inclusion in the Company's proxy statement relating to the Annual Meeting.

- (b) At the Annual Meeting, the Ramius Group shall vote, and cause their respective officers, directors, employees and agents to vote, all of the shares of Common Stock beneficially owned by them for (i) each of Extreme's nominees for election to the Board, (ii) the Declassification Proposal and (iii) the ratification of the appointment of Extreme's independent auditors.
- **6. Public Announcement.** Extreme and the Ramius Group shall promptly disclose the existence of this Agreement after its execution pursuant to a joint press release that is mutually acceptable to the parties, including a description of the material terms of this Agreement. Subject to applicable law, none of the Parties shall disclose the existence of this Agreement until the joint press release is issued.

## 7. Remedies.

- (a) Each of the Parties acknowledges and agrees that a breach or threatened breach by any Party may give rise to irreparable injury inadequately compensable in damages, and accordingly each Party shall be entitled to seek injunctive relief to prevent a breach of the provisions hereof and to enforce specifically the terms and provisions hereof in any state or federal court having jurisdiction, in addition to any other remedy to which such aggrieved Party may be entitled to at law or in equity.
- (b) In the event a Party institutes any legal action to enforce such Party's rights under, or recover damages for breach of this Agreement, the prevailing party or parties in such action shall be entitled to recover from the other party or parties all costs and expenses, including but not limited to reasonable attorneys' fees, court costs, witness fees, disbursements and any other expenses of litigation or negotiation incurred by such prevailing party or parties.
- **8. Expenses.** The Company shall reimburse the Ramius Group for its reasonable, documented out-of-pocket fees and expenses incurred (including legal expenses) in connection with the Schedule 13D, matters related to the Annual Meeting and the negotiation and execution of this Agreement, provided that such reimbursement shall not exceed \$20,000 in the aggregate.
- 9. Notices. Any notice or other communication required or permitted to be given under this Agreement will be sufficient if it is in writing, sent to the applicable address set forth below (or as otherwise specified by a Party by notice to the other Parties in accordance with this Section 9) and delivered personally or sent by recognized overnight courier, postage prepaid, and will be deemed given (a) when so delivered personally, or (b) if sent by recognized overnight courier, one day after the date of sending.

#### If to Extreme:

Extreme Networks, Inc. 3585 Monroe Street Santa Clara, California 95051 Attention: Diane Honda Telephone: (408) 579-2800

Facsimile: (408) 579- 3029

#### with a copy to:

Wilson Sonsini Goodrich & Rosati PC

650 Page Mill Road

Palo Alto, California 94304 Attention: Larry W. Sonsini Telephone: (650) 493-9300 Facsimile: (650) 493-6811

and

Wilson Sonsini Goodrich & Rosati PC 1301 Avenue of the Americas New York, New York 10019

Attention: Warren de Wied Telephone: (212) 999-5800 Facsimile: (212) 999-5899

## If to the Ramius Group:

Ramius Value and Opportunity Master Fund Ltd c/o Ramius Value and Opportunity Advisors LLC 599 Lexington Avenue, 20th Floor

New York, New York 10022 Attention: Jeffrey C. Smith Owen S. Littman

Telephone: (212) 845-7900 Facsimile: (212) 845-7995

## with a copy to:

Olshan Grundman Frome Rosenzweig & Wolosky LLP

Park Avenue Tower 65 East 55th Street New York, New York 10022

Attention: Steve Wolosky
Andrew Freedman

Telephone: (212) 451-2300 Facsimile: (212) 451-2222

- 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties in connection with the subject matter hereof.
- 11. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, and signature pages may be delivered by facsimile, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 12. **Headings**. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

- 13. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to choice of law principles that would compel the application of the laws of any other jurisdiction.
- **14. Severability.** In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- **15. Successors and Assigns.** This Agreement shall not be assignable by any of the Parties. This Agreement, however, shall be binding on successors of the Parties.
- **16. Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all of the Parties.

#### 17. Releases.

- (a) The Ramius Group hereby agrees for the benefit of the Company, and each controlling person, officer, director, stockholder, agent, Affiliate, employee, partner, attorney, heir, assign, executor, administrator, predecessor and successor, past and present, of the Company (the Company and each such person being a "<u>Company Released Person</u>") as follows:
- (i) The Ramius Group, for themselves and for their members, officers, directors, assigns, agents and successors, past and present, hereby agrees and confirms that, effective from and after the date of this Agreement, they hereby acknowledge full and complete satisfaction of, and covenant not to sue, and forever fully release and discharge each Company Released Person of, and hold each Company Released Person harmless from, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, attorneys' fees, expenses, suits, losses and causes of action of any nature whatsoever, whether known or unknown, suspected or unsuspected (collectively, "Claims") that the Ramius Group may have against the Company Released Persons, in each case with respect to events occurring prior to the date of the execution of this Agreement.
- (ii) The Ramius Group understands and agrees that the Claims released by the Ramius Group above include not only those Claims presently known but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the Claims as described above. The Ramius Group understands that they may hereafter discover facts different from or in addition to what they now believe to be true, which if known, could have materially affected this release of Claims, but they nevertheless waive any claims or rights based on different or additional facts.
- (b) The Ramius Group agrees that, during the term of the Agreement, (i) no member of the Ramius Group shall, without the consent of the Company, instigate, solicit, assist, intervene in, or otherwise voluntarily participate in any litigation or arbitration in which the Company or any of its officers or directors are named as parties; provided that the foregoing shall not prevent any member of the Ramius Group from responding to a validly issued legal process and (ii) the Ramius Group agrees to give the Company at least five (5) business days notice of the receipt of any legal process requesting information regarding the Company or any of its officers or directors, to the extent that such notice is legally permissible.

- (c) The Company hereby agrees for the benefit of the Ramius Group, and each controlling person, officer, director, stockholder, agent, Affiliate, employee, partner, attorney, heir, assign, executor, administrator, predecessor and successor, past and present, thereof, as well as each Ramius Director (the Ramius Group and each such person being a "Stockholder Released Person") as follows:
- (i) The Company, for itself and for its Affiliates, officers, directors, assigns, agents and successors, past and present, hereby agrees and confirms that, effective from and after the date of this Agreement, it hereby acknowledges full and complete satisfaction of, and covenants not to sue, and forever fully releases and discharges each Stockholder Released Person of, and holds each Stockholder Released Person harmless from, any and all Claims of any nature whatsoever, whether known or unknown, suspected or unsuspected, that the Company may have against the Stockholder Released Persons, in each case with respect to events occurring prior to the date of the execution of this Agreement.
- (ii) The Company understands and agrees that the Claims released by the Company above include not only those Claims presently known but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the Claims as described above. The Company understands that it may hereafter discover facts different from or in addition to what it now believes to be true, which if known, could have materially affected this release of Claims, but it nevertheless waives any claims or rights based on different or additional facts.
- (d) The Parties intend that the foregoing release be broad with respect to the matter released, provided, however, this release of Claims shall not include claims to enforce the terms of this Agreement; and provided further that nothing in the foregoing release shall be deemed or construed, now or hereafter, as limiting in any manner any right of indemnification inuring to the benefit of any director or former director of the Company arising under the Certificate of Incorporation, the Bylaws or otherwise.
- **18. Further Action**. Each Party agrees to execute such additional reasonable documents, and to do and perform such reasonable acts and things necessary or proper to effectuate or further evidence the terms and provisions of this Agreement.

[Signatures are on the following page.]

		 	,	
By:				
	Name:			
	Title:			

EXTREME NETWORKS, INC.

## THE RAMIUS GROUP:

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD

By: Ramius Value and Opportunity Advisors LLC,

its investment manager

RAMIUS NAVIGATION MASTER FUND LTD

By: Ramius Advisors, LLC, its investment advisor

RAMIUS ENTERPRISE MASTER FUND LTD

By: Ramius Advisors, LLC, its investment advisor

RAMIUS OPTIMUM INVESTMENTS LLC

By: Ramius Advisors, LLC, its managing member

COWEN OVERSEAS INVESTMENT LP

By: Ramius Advisors, LLC, its general partner

RAMIUS VALUE AND OPPORTUNITY ADVISORS LLC

By: Ramius LLC, its sole member

RAMIUS ADVISORS, LLC

By: Ramius LLC, its sole member

RAMIUS LLC

By: Cowen Group, Inc., its sole member

COWEN GROUP, INC.

RCG HOLDINGS LLC By: C4S & Co., L.L.C., its managing member

C4S & CO., L.L.C.

By: /s/ Jeffrey C. Smith

Name: Jeffrey C. Smith
Title: Authorized Signatory

# /s/ Jeffrey C. Smith

JEFFREY C. SMITH
Individually and as attorney-in-fact for Peter
A. Cohen, Jeffrey M. Solomon, Morgan B.
Stark and Thomas W. Strauss

## Schedule A

# The Ramius Group

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD
RAMIUS NAVIGATION MASTER FUND LTD
RAMIUS ENTERPRISE MASTER FUND LTD
RAMIUS OPTIMUM INVESTMENTS LLC
COWEN OVERSEAS INVESTMENT LP
RAMIUS VALUE AND OPPORTUNITY ADVISORS, LLC
RAMIUS ADVISORS, LLC
RAMIUS LLC
COWEN GROUP, INC.
RCG HOLDINGS LLC
C4S & CO., L.L.C.
JEFFREY M. SOLOMON
PETER A. COHEN
MORGAN B. STARK

THOMAS W. STRAUSS

#### JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of Amendment No. 2 to the Schedule 13D originally filed on June 23, 2010 (including additional amendments thereto) with respect to the shares of Common Stock, \$0.001 par value, of Extreme Networks, Inc. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: October 14, 2010

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD

By: Ramius Value and Opportunity Advisors LLC,

its investment manager

RAMIUS NAVIGATION MASTER FUND LTD

By: Ramius Advisors, LLC, its investment advisor

RAMIUS ENTERPRISE MASTER FUND LTD

By: Ramius Advisors, LLC, its investment advisor

RAMIUS VALUE AND OPPORTUNITY ADVISORS LLC

By: Ramius LLC,

its sole member

RAMIUS OPTIMUM INVESTMENTS LLC

By: Ramius Advisors, LLC, its managing member

COWEN OVERSEAS INVESTMENT LP

By: Ramius Advisors, LLC, its general partner

RAMIUS ADVISORS, LLC

By: Ramius LLC, its sole member

RAMIUS LLC

By: Cowen Group, Inc., its sole member

COWEN GROUP, INC.

RCG HOLDINGS LLC By: C4S & Co., L.L.C., its managing member

C4S & CO., L.L.C.

By: /s/ Owen S. Littman

Name: Owen S. Littman
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/s/ Owen S. Littman

OWEN S. LITTMAN

As attorney-in-fact for Jeffrey M. Solomon, Peter A. Cohen,

Morgan B. Stark and Thomas W. Strauss