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In the Office of the Secretary of State
of the State of California

APR 16 2010

AGREEMENT OF MERGER
OF
APERTO NETWORKS, INC., A CALIFORNIA CORPORATION
AND
BLUE ACQUISITION CORPORATION, A CALIFORNIA CORPORATION

This Agreement of Merger (the "***Agreement***") is made and entered into as of April 16, 2010, between Aperto Networks, Inc., a California corporation (the "***Company***"), and Blue Acquisition Corporation, a California corporation ("***Merger Sub***" and, together with the Company, the "***Constituent Corporations***") and a wholly-owned subsidiary of Tranzeo Wireless Technologies, a corporation amalgamated under the Canada Business Corporation Act ("***Parent***").

RECITALS

A. Parent, Merger Sub, the Company and certain other parties set forth therein have entered into that certain Agreement and Plan of Merger dated as of March 31, 2010 (the "***Merger Agreement***"), providing, among other things, for the execution and filing of this Agreement and the merger of Merger Sub with and into the Company (the "***Merger***").

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that Merger Sub be merged with and into the Company and have approved this Agreement and the Merger.

C. The Merger Agreement, this Agreement and the Merger have been approved by the shareholders of the Company and by the sole shareholder of Merger Sub.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto hereby agree as follows:

ARTICLE I
THE CONSTITUENT CORPORATIONS

1.1 The Company. The Company is a corporation duly organized, validly existing and in corporate and tax good standing under the laws of the State of California. As of the date of this Agreement, the authorized capital stock of the Company consists of 84,000,000 shares of common stock, par value $0.001 per share ("***Company Common Stock***"), of which 8,314,607 shares are issued and outstanding, and 59,389,162 shares of preferred stock stock, par value $0.001 per share, 41,000,000 of which shares have been designated as Series A Preferred Stock (the "***Series A Preferred Stock***"), 11,000,000 of which shares have been designated as Series B Preferred Stock (the "***Series B Preferred Stock***"), and 7,389,162 of which shares have been designated as Series C Preferred Stock (the "***Series C Preferred Stock***" and collectively with the Series A Preferred Stock and Series B Preferred Stock, the "***Company Preferred Stock***"), of which a total of 29,751,455 are issued and outstanding. The Company Common Stock and Company Preferred Stock are sometimes referred to herein, collectively, as "***Company Capital Stock***". The Company was incorporated under the laws of the State of California on October 29, 1998.

1.2 Merger Sub. Merger Sub is a corporation duly organized and validly existing under the laws of the State of California. The authorized capital stock of Merger Sub consists of 1,000 shares of common stock, $0.001 par value ("***Merger Sub Common Stock***"). As of the date of this Agreement, 1,000 shares of Merger Sub Common Stock are outstanding, all of which are validly issued, fully paid and non-assessable, and held by Parent. Merger Sub was incorporated under the laws of the State of California on February 11, 2010.

ARTICLE II
THE MERGER

2.1 The Merger. At the Effective Time (as defined in Section 2.2) and subject to and upon the terms of this Agreement and the applicable provisions of the laws of the State of California ("***California Law***"), Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation. The Company as the surviving corporation after the Merger is sometimes referred to hereinafter as the "***Surviving Corporation***".

2.2 Effective Time; Closing. This Agreement shall be effective, in accordance with California Law, upon filing with the Secretary of State of the State of California (the time of such filing, the "***Effective Time***").

2.3 Effect Of the Merger. The effect of the Merger shall be as provided in this Agreement and the applicable provisions of California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

2.4 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Company shall be amended and restated as set forth in Exhibit A attached hereto.

2.5 Effect of the Merger on the Capital Stock of the Constituent Corporations. Subject to the terms and conditions of this Agreement, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any of the following securities, the following shall occur:

(i) Certain Definitions. As used in this Agreement, the terms below shall have the following respective meanings. Any of such terms, unless the context requires otherwise, may be used in the singular or plural, depending upon the reference.

(1) "Additional Purchase Price" shall mean an amount equal to the aggregate amount of the Attributable Sales that occur during the Earn-Out Period.

(2) "Aggregate Preferred Preference Amount" shall mean the sum of (x) the Series A Preferred Preference and (y) the Series C/B Preferred Preference.

(3) "Attributable Sales" shall mean the gross revenues of Parent, calculated in accordance with Canadian GAAP (reduced, for the avoidance of

doubt, by returns), consistent with Parent's past practices, that are directly attributable to the sale of any and all types of products manufactured or sold by the Company immediately prior to the Closing and maintenance and support services for such Company products less Excess Commissions in respect of such sales; *provided, however*, that: (i) for Company SKU CPE products (e.g. PM120, PM320) and Pico base stations manufactured by Parent for the Company, Attributable Sales shall be an amount (the "CPE Amount") equal to: (A) the gross revenues of Parent from the sale of such products, calculated in accordance with Canadian GAAP (reduced, for the avoidance of doubt, by returns), consistent with Parent's past practices, less (B) Excess Commissions paid in respect of such sales and less (C) the purchase price which would have been payable by the Company to Parent for the manufacture of such units for Company, *provided, however*, that in no event shall the CPE Amount be less than zero; and (ii) except as otherwise provided in this Section 2.5(i)(3), no revenue shall be included in the definition of Attributable Sales for any products manufactured or produced by Parent but sold to end-users as a product of the Company. Other than set forth in this definition of Attributable Sales, all revenue will be calculated in accordance with Canadian GAAP, consistent with Parent's past practices.

(4) "Audit Costs" shall mean the costs associated with the preparation of the audited consolidated balance sheets of the Company and its Subsidiaries as of January 31, 2009 and 2010 and the related consolidated statements of income, cash flow and retained earnings for the twelve (12) month periods then ended.

(5) "Base Merger Consideration" shall mean Five Million Dollars ($5,000,000).

(6) "Bridge Loan Agreement" shall mean the Secured Promissory Note Purchase Agreement made as of February 17, 2010 by and among the Company and Parent, as amended.

(7) "Buyout Consideration" shall mean a combination of (A) cash in an aggregate amount of Seven Million Dollars ($7,000,000) (the "Cash Buyout Amount") and (B) a number of shares (the "Buyout Shares") of validly issued, fully paid and non-assesssable shares of Parent Common Stock with an aggregate value of $1,500,000 (calculated with each share of Parent Common Stock valued at the Closing Price Per Share).

(8) "Closing" shall mean the closing of the Merger.

(9) "Closing Consideration Amount" shall equal the sum of (A) the Base Merger Consideration minus (B) the sum of (i) the Total Liabilities set forth in the Total Liabilities Statement minus (ii) all cash and cash equivalents of the Company as of immediately prior to the Effective Time.

(10) "Closing Date" shall mean the date upon which the Closing actually occurs.

(11) "Closing Shares" shall mean that number of shares of Parent Common Stock with a value equal to the Closing Consideration Amount (calculated with each share of Parent Common Stock valued at the Closing Price Per Share).

(12) "Closing Price Per Share" shall mean the volume-weighted average of the closing sales prices for Parent Common Stock, rounded to the nearest one-hundredth of a cent, on the TSX for the five (5) most recent consecutive trading days ending on (and including) the trading day immediately prior to the date hereof.

(13) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(14) "Company Capital Stock" shall mean the Company Common Stock, the Company Series A Preferred Stock, the Company Series B Preferred Stock, the Company Series C Preferred Stock and any other shares of capital stock of the Company.

(15) "Company Option" shall mean any issued and outstanding option to purchase or otherwise acquire shares of Company Capital Stock.

(16) "Company Preferred Stock" shall mean the Company Series A Preferred Stock, the Company Series B Preferred Stock and the Company Series C Preferred Stock.

(17) "Company Series A Preferred Stock" shall mean the Series A Convertible Preferred Stock, par value $0.001 per share, of the Company.

(18) "Company Series B Preferred Stock" shall mean the Series B Convertible Preferred Stock, par value $0.001 per share, of the Company.

(19) "Company Series C Preferred Stock" shall mean the Series C Convertible Preferred Stock, par value $0.001 per share, of the Company.

(20) "Company Stockholder" shall mean any holder of any Company Capital Stock immediately prior to the Effective Time.

(21) "Company Warrant" shall mean any issued and outstanding warrant to purchase or otherwise acquire shares of Company Capital Stock.

(22) "Disqualified Inventory" shall mean products sold but not yet produced by the Company or its Subsidiaries prior to the Closing and for which the Company has received payment prior to the Closing.

(23) "Earn-Out Period" shall mean the period commencing on the Closing Date and ending at 11:59 p.m. California Time on the one (1) year anniversary of the Closing Date.

(24) "Earn-Out Shares" shall mean that number of validly issued, fully paid and non-assessable shares of Parent Common Stock with an aggregate value equal to the Additional Purchase Price (calculated with each share of Parent Common Stock valued at the Closing Price Per Share); provided, however, that the number of Earn-Out Shares may be reduced in accordance with the Merger Agreement.

(25) "Employee" shall mean any current or former employee, consultant, independent contractor, advisor or director of the Company or any ERISA Affiliate.

(26) "ERISA Affiliate" shall mean each Subsidiary of the Company and any other Person under common control with the Company or any Subsidiary of the Company, or that, together with the Company or any Subsidiary of the Company, could be deemed a "single employer" within the meaning of Sections 414(b), (c), (m) or (o) of the Code, and the regulations issued hereunder.

(27) "Escrow Shares" shall mean that number of shares of Parent Common Stock equal to the Closing Shares multiplied by twenty percent (20%).

(28) "Excepted Liabilities" shall mean (i) Audit Costs, and (ii) any amounts outstanding under the Bridge Loan Agreement as of the Effective Time directly attributable to the purchase or production by the Company or any of its Subsidiaries of Qualified Inventory.

(29) "Excess Commissions" shall mean with respect to the sale of any products commissions (which shall not include payments to manufacturers' representatives) in excess of 3% paid after the Closing pursuant to the terms of the Company commission plan as in effect prior to the Closing.

(30) "Governmental Entity" shall mean any government, any governmental, regulatory or quasi-governmental or self-regulatory entity or body, department, commission, board, agency or instrumentality, and any court, tribunal or judicial or arbitral body, in each case whether federal, state, county, provincial, and whether local or foreign.

(31) "Indebtedness" shall mean (i) all indebtedness for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), (ii) any other indebtedness that is evidenced by a note, bond, debenture or similar instrument, (iii) all obligations under financing leases, (iv) all liabilities secured by any Lien on any property, (v) any penalties, fees or additional interest payable on any Indebtedness, (vi) any increase in Indebtedness resulting from the prepayment or repayment of any Indebtedness in connection with the Merger, the transactions contemplated by this Agreement or otherwise and (vii) all guarantees of the foregoing obligations of a third party.

(32) "Law" shall mean any statutes, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, guidance, directives, judgments, injunctions, writs, awards and decrees of, issued by, adopted, promulgated, or put into effect by any Governmental Entity.

(33) "Leased Real Property" shall mean all real property currently leased, subleased or licensed by or from the Company or any of its Subsidiaries or otherwise used or occupied by the Company or any of its Subsidiaries.

(34) "Lien" shall mean any lien, pledge, charge, claim, mortgage, security interest, restriction or other encumbrance of any sort, other than Permitted Liens.

(35) "Merger Consideration" shall mean the Closing Shares and the Earn-Out Shares.

(36) "Parent Common Stock" shall mean the common shares of Parent, without par value.

(37) "Permitted Liens" shall mean (a) statutory liens for Taxes accrued but not yet due and payable; (b) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens arising or accrued as a matter of law in the ordinary course of business, provided that the obligations secured by such Liens are not delinquent; (c) statutory or common law Liens to secure landlords, lessors or renters under leases or rental agreements confined to the premises rented and Liens against the landlord's or owner's interest in any Leased Real Property that do not interfere with the lessee's use of such Leased Real Property; (d) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, old age pension or other social security programs mandated under applicable Law; and (e) restrictions on transfer of securities imposed by applicable Law.

(38) "Per Share Residual Amount" shall mean an amount equal to the quotient obtained by dividing (i) the sum of (A) the Closing Consideration Amount minus (B) the Aggregate Preferred Preference Amount, by (ii) the Total Outstanding Fully Diluted Shares, rounded to the nearest one-hundredth thousandth (0.00001) (with amounts 0.00005 and above rounded up).

(39) "Pro Rata Portion" shall mean with respect to each Company Stockholder an amount equal to the quotient obtained by dividing (x) the portion of the Closing Consideration payable pursuant to Section 2.5(v) to such Company Stockholder in respect of shares of Company Capital Stock owned by such Company Stockholder as of immediately prior to the Effective Time by (y) the aggregate Closing Consideration payable pursuant to Section 2.5(v) to all Company Stockholders in respect of shares of Company Common Stock owned by such Company Stockholders as of immediately prior to the Effective Time.

(40) "Qualified Inventory" shall mean inventory other than Disqualified Inventory.

(41) "Series A Preference Percentage" shall mean an amount equal to the quotient obtained by dividing (i) the sum of (A) the Closing Consideration Amount *minus* (B) the Series C/B Preferred Preference by (ii) the Closing Consideration Amount; *provided* that the Series A Preference Percentage will be deemed to equal one hundred percent (100%) if it would otherwise equal or exceed one hundred percent (100%).

(42) "Series A Preferred Preference" shall mean that amount obtained by multiplying (x) the aggregate number of shares of Company Series A Preferred Stock issued and outstanding immediately prior to the Effective Time (after giving effect to any exercise of Company Warrants occurring immediately prior to the Effective Time), by (y) the Series A Preferred Preference Per Share, rounded to the nearest one hundredth (0.01) (with amounts 0.005 and above rounded up).

(43) "Series A Preferred Preference Per Share" shall mean an amount per share of Company Series A Preferred Stock equal to 3.045, plus the per share amount of any declared and unpaid dividends payable in respect thereof.

(44) "Series C/B Preference Percentage" shall mean an amount equal to the quotient obtained by dividing the (i) the Series C/B Preferred Preference by (ii) the Closing Consideration Amount *provided* that the Series C/B Preference Percentage will be deemed to equal one hundred percent (100%) if it would otherwise equal or exceed one hundred percent (100%).

(45) "Series C/B Preferred Preference" shall mean the amount obtained by multiplying (x) the sum of (I) the aggregate number of shares of Company Series B Preferred Stock issued and outstanding immediately prior to the Effective Time (after giving effect to any exercise of Company Warrants occurring immediately prior to the Effective Time) and (II) the aggregate number of shares of Company Series C Preferred Stock issued and outstanding immediately prior to the Effective Time (after giving effect to any exercise of Company Warrants occurring immediately prior to the Effective Time), by (y) the Series C/B Preferred Preference Per Share.

(46) "Series C/B Preferred Preference Per Share" shall mean an amount per share of Company Series B Preferred Stock equal to $3.045, plus the per share amount of any declared and unpaid dividends payable in respect thereto.

(47) "Severance Obligation" shall mean any amounts payable by, or increased obligations of, the Company or any of its Subsidiaries to any Employee in connection with or on account of (A) any involuntary termination of such Employee's employment by the Company or any of its Subsidiaries prior to the

Effective Time and (B) this Agreement, the Merger or the consummation of the transactions contemplated hereby.

(48) "Shortfall Amount" shall mean an number of shares of Parent Common Stock with a value equal to the difference between the amount of Total Liabilities used to calculate the Closing Consideration Amount and the actual amount Parent pays to settle the Total Liabilities of the Company and its Subsidiaries (calculated with each share of Parent Common Stock valued at the Closing Price Per Share).

(49) "Subsidiary" shall mean any Person, whether or not existing on the date hereof, in which the Company or Parent, as the context requires, directly or indirectly through subsidiaries or otherwise, beneficially owns at least fifty percent (50%) of either the equity interest, or voting power of or in such Person.

(50) "Third Party Expenses" shall mean all fees and expenses incurred in connection with the Merger and the other transactions contemplated by this Agreement, including all accounting, consulting, financial advisory, investment banking, legal and all other fees and expenses of third parties incurred in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the consummation of the transactions contemplated hereby, excluding, in the case of the Company, Audit Costs.

(51) "Total Liabilities" shall mean the sum of (A) all Indebtedness of the Company and its Subsidiaries as of immediately prior to the Effective Time, (B) the aggregate amount of all unpaid Severance Obligations as of immediately prior to the Effective Time, (C) the amount of all unpaid Third Party Expenses incurred by or on behalf of the Company as of the Effective Time, and (D) the amount of all other unpaid known liabilities of the Company as of immediately prior to the Effective Time (other than Excepted Liabilities). For the avoidance of doubt, "Indebtedness" shall include any amounts outstanding under the Bridge Loan Agreement as of the Effective Time other than any such amounts directly attributable to the purchase or production by the Company or any of its Subsidiaries of Qualified Inventory.

(52) "Total Liabilities Statement" shall mean the Schedule to the Merger Agreement setting forth the Company's estimate of the Total Liabilities of the Company and its Subsidiaries as of immediately prior to the Effective Time.

(53) "Total Outstanding Fully Diluted Shares" shall mean the sum of (x) the aggregate number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time, and (y) the aggregate number of shares of Company Common Stock that are issuable upon full exercise, exchange or conversion of all Company Options, Company Warrants, Company Preferred Stock, convertible notes and any other rights (whether vested or unvested) outstanding immediately prior to the Effective Time that are convertible

into, exercisable for or exchangeable for, shares of Company Capital Stock, calculated on an as converted to Company Common Stock basis.

(54) "TSX" shall mean the Toronto Stock Exchange.

(ii) Merger Sub Common Stock. At the Effective Time, each share of Common Stock of Merger Sub that is issued and outstanding immediately prior to the Effective Time will be converted into and thereafter represent one validly issued, fully paid and non-assessable share of Common Stock of the Company as the Surviving Corporation, such that immediately following the Effective Time, Parent shall become the sole and exclusive owner of all of the issued and outstanding capital stock of the Company as the Surviving Corporation. Each stock certificate of Merger Sub shall thereupon evidence ownership of such shares of capital stock of the Company as the Surviving Corporation.

(iii) Company-Owned Company Capital Stock. At the Effective Time, notwithstanding anything to the contrary in this Section 2.5, each share of Company Capital Stock that is held by the Company or any direct or indirect Subsidiary of the Company immediately prior to the Effective Time shall be canceled and extinguished without any consideration paid therefor or in respect thereof.

(iv) Dissenting Shares. Notwithstanding anything to the contrary in this Section 2.5, Dissenting Shares (as defined in Section 2.6) shall be treated in accordance with terms of Section 2.6.

(v) Company Capital Stock Generally. Upon the terms and subject to the conditions set forth in this Agreement, the maximum aggregate consideration payable by Parent and Merger Sub in the Merger to holders of shares of Company Capital Stock shall be an amount of shares of Parent Common Stock equal to the Closing Shares and the Earn-Out Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or the holders of any shares of Company Capital Stock, each share of Company Capital Stock that is issued and outstanding immediately prior to the Effective Time (other than (i) any shares of Company Capital Stock then held by the Company and (ii) any Dissenting Shares) shall be cancelled and extinguished and shall be converted automatically into the right to receive, upon the terms and subject to the conditions set forth in this Agreement, the following consideration (such consideration, the "***Closing Consideration***"):

(a) Company Series A Preferred Stock. At the Effective Time, each share of Company Series A Preferred Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) will be cancelled and extinguished and will be converted automatically into the right to receive, upon surrender of the certificate representing such shares of Company Series A Preferred Stock: (A) a number of shares of Parent Common Stock equal to the quotient obtained by dividing (I) the product of the Series A Preference Percentage multiplied by the Series A Preference Per Share by (II) the Closing Price Per Share and (B) a number of shares of Parent Common Stock equal to the

quotient obtained by dividing (I) the Per Share Residual Amount by (II) the Closing Price Per Share.

(b) Company Series B Preferred Stock and Series C Preferred Stock. At the Effective Time, each share of Company Series B Preferred Stock and Series C Preferred Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) will be cancelled and extinguished and will be converted automatically into the right to receive, upon surrender of the certificate representing such shares of Company Series B Preferred Stock or Series C Preferred Stock, (A) a number of shares of Parent Common Stock equal to the quotient obtained by dividing (I) the product of the Series C/B Preference Percentage multiplied by the Series C/B Preference Per Share by (II) the Closing Price Per Share, and (B) a number of shares of Parent Common Stock equal to the quotient obtained by dividing (I) the Per Share Residual Amount by (II) the Closing Price Per Share.

(c) Company Common Stock. At the Effective Time, each outstanding share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares) will be cancelled and extinguished and will be converted automatically into the right to receive, upon surrender of the certificate representing such shares of Company Common Stock, and a number of shares of Parent Common Stock equal to the quotient obtained by dividing (I) the Per Share Residual Amount by (II) the Closing Price Per Share.

(vi) Treatment of Company Options. Each Company Option, whether vested or unvested, held by any Person as of immediately prior to the Effective Time will vest in full (to the extent unvested) as of immediately prior to the Effective Time and will terminate in its entirety at the Effective Time, and the holder of each such Company Option will be entitled to receive an amount (the "***Option Cashout Amount***") equal to the product of the number of shares of Company Common Stock that is still issuable under such Company Option as of the Effective Time and the excess of (A) the Merger Consideration payable in respect of each share of Company Common Stock pursuant to Section 2.5(v)(c) less (B) the per share option exercise price.

(vii) Treatment of Company Warrants. The Company will take any actions necessary to cause the Company Warrants to be exercised and terminated prior to the Effective Time.

(viii) Withholding of Taxes. Notwithstanding anything to the contrary set forth herein, the Company, Parent and the Surviving Corporation will be entitled to deduct and withhold from any Merger Consideration payable pursuant to this Agreement to any holder or former holder of Company Capital Stock, a Company Option or a Company Warrant such amounts as may be required to be deducted or withheld therefrom under any provision of U.S. federal, state, local or non-U.S. tax Law or under any applicable legal requirement. To the extent such amounts are so deducted or withheld and paid over

to the appropriate Governmental Entity, such amounts will be treated for all purposes as having been paid to the person to whom such amounts would otherwise have been paid.

(ix) Aggregation of Merger Consideration. For purposes of calculating the amount of Merger Consideration payable to each Company Stockholder pursuant to this Agreement, all shares of the Company Capital Stock held by each Company Stockholder will be aggregated on a certificate-by-certificate basis prior to such calculation. Subject to Section 2.5(xi), the aggregate number of shares of Parent Common Stock issuable and the amount of cash payable to each Company Stockholder in respect of all share certificates held by such Company Stockholder will be rounded down to the nearest whole number of shares of Parent Common Stock and the nearest whole cent, respectively.

(x) Adjustments for Stock Splits, etc. If there is a stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into capital stock), reorganization, reclassification, combination, recapitalization or other like change with respect to shares of Company Capital Stock or Parent Common Stock occurring after the date of this Agreement and before the Effective Time, all references in this Agreement to specified numbers of shares of any class or series affected thereby, and all calculations that are based upon numbers of shares of any class or series (or trading prices therefor) affected thereby, will be equitably adjusted to the extent necessary to provide the parties the same economic effect as contemplated by this Agreement prior to such stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like change.

(xi) Fractional Shares. No fraction of a share of Parent Common Stock will be issued in connection with the Merger, and in lieu thereof each holder of shares of Company Capital Stock who would otherwise be entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Common Stock to be received by such holder) will receive from Parent an amount of cash equal to such fraction of a share multiplied by the Closing Price Per Share.

(xii) Securities Legends. All certificates representing one or more shares of Parent Common Stock deliverable to any Company Stockholder pursuant to this Agreement and in connection with the Merger and any certificates subsequently issued with respect thereto or in substitution therefor (including any shares issued or issuable in respect of any such shares upon any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into capital stock), reorganization, reclassification, combination, recapitalization or other like change) will bear any legend required by applicable Laws, including any federal, state, local or foreign securities Laws.

2.6 Dissenting Shares.

(i) Notwithstanding any other provisions of this Agreement to the contrary, any shares of Company Capital Stock held by a Company Stockholder as of immediately prior to the Effective Time who has not effectively withdrawn or lost such Company Stockholder's appraisal rights under California Law (any such shares, the "***Dissenting Shares***") shall not be converted into or represent a right to receive the applicable Merger Consideration for such Company Stockholder's shares of Company Capital Stock set forth in this Agreement, but in lieu thereof, such Company Stockholder shall be entitled to such rights as are provided by California Law.

(ii) Notwithstanding the provisions of Section 2.6(i), if any holder of Dissenting Shares shall effectively withdraw or lose (through failure to perfect or otherwise) such holder's appraisal rights under California law, then, as of the later of the Effective Time and the occurrence of such event, such holder's shares shall automatically be converted into and represent only the right to receive the Merger Consideration for Company Capital Stock, as applicable, set forth in Section 2.5, without interest thereon, and upon surrender of the certificate representing such shares in accordance with the terms of this Agreement.

(iii) The Company shall give Parent (i) prompt notice of any written demand for appraisal or other payment received by the Company pursuant to the applicable provisions of California law, and (ii) the opportunity to participate in all negotiations and proceedings with respect to such demands. The Company shall not, except with the prior written consent of Parent (which shall not be unreasonably withheld, conditioned or delayed), make any payment with respect to any such demands or offer to settle or settle any such demands. Any communication to be made by the Company to any Company Stockholder with respect to such demands shall be submitted to Parent in advance and shall not be presented to any Company Stockholder prior to the Company receiving Parent's consent, provided that such consent is not unreasonably withheld, conditioned or delayed.

2.7 Escrow.

(i) As soon as practicable following the Effective Time, Parent will deposit with the Deutsche Bank National Trust Company (the "***Escrow Agent***") a number of shares of Parent Common Stock equal to the Escrow Shares. Parent will be deemed to have contributed to the Escrow Agent, with respect to each Company Stockholder, each such Company Stockholder's Pro Rata Portion of the Escrow Shares.

(ii) The execution and adoption of the Merger Agreement and the approval of the Merger by the Company shareholders shall constitute approval of the Escrow Agreement and of all of the arrangements relating thereto, including without limitation the placement of the Escrow Shares in escrow and the appointment of the Escrow Agent and AVM Capital, L.P., as stockholder representative (the "***Stockholder Representative***").

(iii) The Escrow Shares and the Earn-Out Shares shall both serve as a source for indemnification claims under Article VIII of the Merger Agreement.

2.8 Directors and Officers.

(i) Directors. Unless otherwise determined by Parent prior to the Effective Time, the directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time, each to hold the office of a director of the Surviving Corporation in accordance with the provisions of California Law and the certificate of incorporation and bylaws of the Surviving Corporation until their successors are duly elected and qualified.

(ii) Officers. Unless otherwise determined by Parent prior to the Effective Time, the officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation from and after the Effective Time, each to hold office in accordance with the provisions of the bylaws of the Surviving Corporation.

2.9 No Further Ownership Rights in Capital Stock. The Merger Consideration paid or payable in respect of the surrender for exchange of shares of Company Capital Stock in accordance with the terms of the Merger Agreement will be deemed to be full satisfaction of all rights pertaining to such shares of Company Capital Stock, and there will be no further registration of transfers on the records of the Surviving Corporation of shares of Company Capital Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Company Stock Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in Article II of the Merger Agreement.

ARTICLE III
MISCELLANEOUS

3.1 Termination by Mutual Agreement. Notwithstanding the approval of the Merger Agreement by the shareholders of Merger Sub and the Company, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the Boards of Directors of Parent, Merger Sub and the Company.

3.2 Termination of Merger Agreement. Prior to the Effective Time, notwithstanding the approval of the Merger Agreement by the shareholders of Merger Sub and the Company, this Agreement shall terminate forthwith in the event that the Merger Agreement shall be terminated as therein provided.

3.3 Amendment. Prior to the Effective Time, this Agreement may be amended by the Parties at any time by execution of an instrument in writing signed on behalf of each of the Parties hereto.

3.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

3.5 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of California, without giving effect to

any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that could cause the application of laws of any jurisdictions other than those of the State of California.

3.6 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

3.7 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice); *provided, however*, that notices sent by mail will not be deemed given until received:

(i) If to Merger Sub, to:
Blue Acquisition Corporation
19473 Fraser Way
Pitt Meadows, BC
Canada
V3Y 2V4
Attention: Doug Howes, CFO
Facsimile No.: (604) 460-6005

with a copy to:

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, California 94304
Attention: Michael J. Murphy, Esq.
Robert T. Ishii, Esq.
Facsimile No.: (650) 493-6811

(ii) If to the Company, to:
Aperto Networks, Inc.
598 Gibraltar Drive
Milpitas, CA 95035
Attention: Keith Corbin
Facsimile No.: (408) 719-9970

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301
Attention: Leif B. King, Esq.
Amr Razzak, Esq.
Facsimile No.: (650) 470-4570

3.8 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

3.9 Rules of Construction. The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefor, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

[Remainder of page intentionally left blank]

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF APERTO NETWORKS, INC.

ARTICLE I

The name of the Corporation is Aperto Networks, Inc.

ARTICLE II

The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The Corporation is authorized to issue one class of stock to be designated as "Common Stock." The total number of shares of Common Stock that the Corporation is authorized to issue is one thousand (1,000) shares, and each such share shall have a par value of one-tenth of one cent ($0.001).

ARTICLE IV

[Reserved.]

ARTICLE V

In furtherance and not in limitation of the powers conferred by statute, and subject to the limitations set forth in Section 212 of the California Corporations Code, the board of directors of the Corporation is expressly authorized to make, repeal, alter, amend and rescind the bylaws of the Corporation.

ARTICLE VI

Meetings of shareholders may be held within or without the State of California, as the bylaws of the Corporation may provide.

ARTICLE VII

1. Limitation of Directors' Liability. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

2. Indemnification of Corporate Agents. The Corporation is authorized to indemnify the directors and officers of the Corporation to the fullest extent permissible under California law.

3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article VII by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

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

APERTO NETWORKS, INC

By: _____
Name: Brian Deutsch
Title: President and Chief Executive Officer

By: _____
Name: Keith Corbin
Title: Assistant Secretary

BLUE ACQUISITION CORPORATION

By: _____
Name: James A. Tocher
Title: President, Chief Financial Officer and Secretary

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

APERTO NETWORKS, INC

By: _____
Name: Brian Deutsch
Title: President and Chief Executive Officer

By: _____
Name: Keith Corbin
Title: Assistant Secretary

BLUE ACQUISITION CORPORATION

By: _____
Name: James A. Tocher
Title: President, Chief Financial Officer and Secretary

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

APERTO NETWORKS, INC

By: _____
Name: Brian Deutsch
Title: President and Chief Executive Officer

By: _____
Name: Keith Corbin
Title: Assistant Secretary

BLUE ACQUISITION CORPORATION

By: _____
Name: James A. Tocher
Title: President, Chief Financial Officer and Secretary

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Brian Deutsch and Keith Corbin hereby certify that:

1. They are the President and Chief Executive Officer, and Assistant Secretary, respectively, of Aperto Networks, Inc., a California corporation (the "***Company***").

2. The Agreement of Merger to which this Certificate is attached (the "***Merger Agreement***"), providing for the merger (the "***Merger***") of Blue Acquisition Corporation, a California corporation, with and into the Company, was duly approved by the Board of Directors and shareholders of the Company.

3. As of April 16, 2010, the authorized capital stock of the Company consisted of 84,000,000 shares of common stock, par value 0.001 per share ("***Company Common Stock***"), and 59,389,162 shares of preferred stock, par 0.001 value, 41,000,000 of which shares were designated as Series A Preferred Stock (the "***Series A Preferred Stock***"), 11,000,000 of which shares were designated as Series B Preferred Stock (the "***Series B Preferred Stock***"), and 7,389,162 of which shares were designated as Series C Preferred Stock (the "***Series C Preferred Stock***"). The total number of shares of Company Capital Stock entitled to vote on the Merger Agreement was 8,314,607 shares of Company Common Stock, 16,003,471 shares of Series A Preferred Stock, 10,027,248 shares of Series B Preferred Stock, and 3,720,734 shares of Series C Preferred Stock. The votes of holders of (i) a majority of the shares of Company Common Stock, voting together as a single class, (ii) a majority of the shares of Company Common Stock and Company Preferred Stock, voting together as a single class on an as-converted to Company Common Stock basis, and (iii) at least sixty percent (60%) of the shares of Company Preferred Stock voting together as a single class on an as-converted to Company Common Stock basis were required to approve the Merger and the principal terms of the Merger Agreement.

4. The Merger and the principal terms of the Merger Agreement were approved by the shareholders of this Company by votes of the number of shares of each class or series and of all classes voting together as a single class which equaled or exceeded the vote required by each class and series and all classes voting together as a single class to approve the Merger Agreement.

[SIGNATURE PAGE TO FOLLOW]

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: April 16, 2010

By: _____
Brian Deutsch
President and Chief Executive Officer

By: _____
Keith Corbin
Assistant Secretary

[Signature Page to Officer's Certificate of Approval of Merger]

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: April 16, 2010

By: _____
Brian Deutsch
President and Chief Executive Officer

By: _____
Keith Corbin
Assistant Secretary

[Signature Page to Officer's Certificate of Approval of Merger]

OFFICER'S CERTIFICATE OF APPROVAL OF MERGER

The undersigned, James A. Tocher does hereby certify that:

5. He is the President and Secretary of Blue Acquisition Corporation, a California corporation ("***Merger Sub***").

6. The Agreement of Merger to which this Certificate is attached (the "***Merger Agreement***"), providing for the merger (the "***Merger***") of Merger Sub with and into [A], a California corporation, was duly approved by the Board of Directors and by the shareholders of Merger Sub.

7. As of April 16, 2010, the authorized capital stock of Merger Sub consisted of 1,000 shares of Common Stock, par value 0.001 per share ("***Merger Sub Common Stock***"). The total number of shares of Merger Sub Common Stock entitled to vote on the Merger Agreement was 1,000 shares of Merger Sub Common Stock. The votes of holders of a majority of the shares of Merger Sub Common Stock, voting together as a single class, were required to approve the Merger and the principal terms of the Merger Agreement.

8. The Merger and the principal terms of the Merger Agreement were approved by the shareholders of Merger Sub by votes of the number of shares of each class or series and of all classes voting together as a single class which equaled or exceeded the vote required by each class and series and all classes voting together as a single class to approve the Merger Agreement.

9. No vote of the stockholders of Tranzeo Wireless Technologies Inc., as the sole shareholder of Merger Sub, was required to approve the Merger Agreement or the Merger.

[SIGNATURES PAGE TO FOLLOW]

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: April 16, 2010

By: _____
James A. Tocher, President, Chief Financial Officer and Secretary