

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

Aviat Networks, Inc.
(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

41457P106
(CUSIP Number)

MARK MITCHELL
RAMIUS LLC
599 Lexington Avenue, 20th Floor
New York, New York 10022
(212) 845-7988

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)

September 14, 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 §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following 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.

¹ 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.

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*).

1	NAME OF REPORTING PERSON RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,882,929
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 3,882,929
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,882,929	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON	
	RAMIUS OPTIMUM INVESTMENTS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/>	
	(b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		190,759
	8	SHARED VOTING POWER
		- 0 -
	9	SOLE DISPOSITIVE POWER
		190,759
	10	SHARED DISPOSITIVE POWER
		- 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	190,759	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	Less than 1%	
14	TYPE OF REPORTING PERSON	
	OO	

1	NAME OF REPORTING PERSON RAMIUS NAVIGATION MASTER FUND LTD	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 133,775
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 133,775
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 133,775	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON COWEN OVERSEAS INVESTMENT LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 321,343
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 321,343
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 321,343	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON RAMIUS ENTERPRISE MASTER FUND LTD	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 133,775
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 133,775
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 133,775	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON RAMIUS ADVISORS, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 645,877
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 645,877
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 645,877	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON RAMIUS VALUE AND OPPORTUNITY ADVISORS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,882,929
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 3,882,929
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,882,929	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.5%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON RAMIUS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,528,806
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 4,528,806
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,528,806	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.6%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON COWEN GROUP, INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,528,806
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 4,528,806
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,528,806	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.6%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON RCG HOLDINGS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,528,806
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 4,528,806
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,528,806	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.6%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON C4S & CO., L.L.C.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,528,806
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 4,528,806
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,528,806	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.6%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON PETER A. COHEN	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 4,528,806
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 4,528,806
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,528,806	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.6%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON	
	MORGAN B. STARK	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/>	
	(b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		- 0 -
	8	SHARED VOTING POWER
		4,528,806
	9	SOLE DISPOSITIVE POWER
		- 0 -
	10	SHARED DISPOSITIVE POWER
		4,528,806
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	4,528,806	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	7.6%	
14	TYPE OF REPORTING PERSON	
	IN	

1	NAME OF REPORTING PERSON JEFFREY M. SOLOMON	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 4,528,806
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 4,528,806
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,528,806	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.6%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON	
	THOMAS W. STRAUSS	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="radio"/>	
	(b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		- 0 -
	8	SHARED VOTING POWER
		4,528,806
	9	SOLE DISPOSITIVE POWER
		- 0 -
	10	SHARED DISPOSITIVE POWER
		4,528,806
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	4,528,806	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	7.6%	
14	TYPE OF REPORTING PERSON	
	IN	

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 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, except as otherwise noted, as set forth in Schedule A, which is incorporated by reference herein. The aggregate purchase cost of the 4,528,806 Shares beneficially owned in the aggregate by Value and Opportunity Master Fund, Navigation Master Fund, COIL and ROIL is approximately \$18,158,000, excluding brokerage commissions.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On September 14, 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 include one (1) candidate previously recommended to the Issuer by the Ramius Group, as determined by the Governance and Nominating Committee and the Board (the "Ramius Nominee"), as a nominee as part of management's slate for election as a director of the Issuer at the Issuer's 2010 annual meeting of stockholders (the "Annual Meeting"), (ii) to recommend, support and solicit proxies for the election of the Ramius Nominee in the same manner as for the Issuer's other nominees for election at the Annual Meeting, and (iii) the size of the Board giving effect to the election of directors at the Annual Meeting will not exceed eight (8). In addition, the Issuer agreed that if the Ramius Nominee resigns or is otherwise unable to serve as a director or is removed for cause, the Ramius Group shall have the opportunity to designate an individual to replace the Ramius Nominee.

Pursuant to the Settlement Agreement, the Ramius Group agreed to vote all of the Shares beneficially owned by it for (i) each of the Issuer's nominees for election to the Board and (ii) the ratification of the appointment of the Issuer's independent auditors. In addition, the Ramius Group agreed, from the date of the Settlement Agreement through the earlier of (a) ten (10) business days prior to the deadline for the submission of stockholder nominations for the Issuer's 2011 annual meeting of stockholders and (b) one year from the date of the Settlement Agreement, 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) purchase or acquire beneficial ownership of any securities issued by the Issuer if, immediately after taking such action, the Ramius Group would, in the aggregate, collectively beneficially own more than 14.99% of the then outstanding Shares of the Issuer, (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 of the Issuer, 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 of the Issuer in any voting trust, (v) control or seek to control the Board, other than through non-public communications with the officers and directors of the Issuer, (vi) make any proposals for consideration by stockholders at any meeting of stockholders of the Issuer or make any public proposals with respect to a merger, acquisition, disposition or other business combination involving the Issuer or any of its subsidiaries, (vii) seek representation on the Board or the removal of any member of the Board, except as provided for in the Settlement Agreement, and (viii) 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, or its respective Affiliates and Associates, 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 announce its opposition to any Board approved proposals related to a merger, acquisition, disposition of all or substantially all of the assets of the Issuer or other business combination involving the Issuer.

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. Interest in Securities of the Issuer.

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 59,400,021 Shares outstanding, as of August 27, 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 September 9, 2010.

A. Value and Opportunity Master Fund

- (a) As of close of the close of business on August 15, 2010, Value and Opportunity Master Fund beneficially owned 3,882,929 Shares.

Percentage: Approximately 6.5%.

- (b)
1. Sole power to vote or direct vote: 3,882,929
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 3,882,929
 4. Shared power to dispose or direct the disposition: 0

- (c) The transactions in the Shares by Value and Opportunity Master Fund since the filing of Amendment No. 1 are set forth in Schedule A and are incorporated herein by reference.

B. Navigation Master Fund

- (a) As of the close of business on August 15, 2010, Navigation Master Fund beneficially owned 133,775 Shares.

Percentage: Less than 1%.

- (b)
 - 1. Sole power to vote or direct vote: 133,775
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 133,775
 - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the Shares by Navigation Master Fund since the filing of Amendment No. 1 are set forth in Schedule A and are incorporated herein by reference.

C. ROIL

- (a) As of the close of business on August 15, 2010, ROIL beneficially owned 190,759 Shares.
Percentage: Less than 1%.
- (b)
 - 1. Sole power to vote or direct vote: 190,759
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 190,759
 - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the Shares by ROIL since the filing of Amendment No. 1 are set forth in Schedule A and are incorporated herein by reference.

D. COIL

- (a) As of the close of business on August 15, 2010, COIL beneficially owned 321,343 Shares.
Percentage: Less than 1%.
- (b)
 - 1. Sole power to vote or direct vote: 321,343
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 321,343
 - 4. Shared power to dispose or direct the disposition: 0
- (c) The transactions in the Shares by COIL since the filing of Amendment No. 1 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 133,775 Shares owned by Navigation Master Fund.
Percentage: Less than 1%.
- (b)
 - 1. Sole power to vote or direct vote: 133,775
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 133,775
 - 4. Shared power to dispose or direct the disposition: 0
- (c) Enterprise Master Fund has not entered into any transactions in the Shares since the filing of Amendment No. 1. the transactions in the Shares by Navigation Master Fund since the filing of Amendment No. 1 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) 133,775 Shares owned by Navigation Master Fund, (ii) 190,759 Shares owned by ROIL and (iii) 321,343 Shares owned by COIL.

Percentage: Approximately 1.1%.

- (b) 1. Sole power to vote or direct vote: 645,877
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 645,877
4. Shared power to dispose or direct the disposition: 0

- (c) Ramius Advisors has not entered into any transactions in the Shares since the filing of Amendment No. 1. The transactions in the Shares by Navigation Master Fund, ROIL and COIL since the filing of Amendment No. 1 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 3,882,929 Shares owned by Value and Opportunity Master Fund.

Percentage: Approximately 6.5%.

- (b) 1. Sole power to vote or direct vote: 3,882,929
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 3,882,929
4. Shared power to dispose or direct the disposition: 0

- (c) Value and Opportunity Advisors has not entered into any transactions in the Shares since the filing of Amendment No. 1. The transactions in the Shares since the filing of Amendment No. 1 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) 3,882,929 Shares owned by Value and Opportunity Master Fund, (ii) 133,775 Shares owned by Navigation Master Fund, (iii) 190,759 Shares owned by ROIL and (iv) 321,343 Shares owned by COIL.

Percentage: Approximately 7.6%.

- (b) 1. Sole power to vote or direct vote: 4,528,806
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 4,528,806
4. Shared power to dispose or direct the disposition: 0

- (c) Ramius has not entered into any transactions in the Shares since the filing of Amendment No. 1. The transactions in the Shares since the filing of Amendment No. 1 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) 3,882,929 Shares owned by Value and Opportunity Master Fund, (ii) 133,775 Shares owned by Navigation Master Fund, (iii) 190,759 Shares owned by ROIL and (iv) 321,343 Shares owned by COIL.

Percentage: Approximately 7.6%.

- (b)
 1. Sole power to vote or direct vote: 4,528,806
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 4,528,806
 4. Shared power to dispose or direct the disposition: 0

- (c) Cowen has not entered into any transactions in the Shares since the filing of Amendment No. 1. The transactions in the Shares since the filing of Amendment No. 1 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) 3,882,929 Shares owned by Value and Opportunity Master Fund, (ii) 133,775 Shares owned by Navigation Master Fund, (iii) 190,759 Shares owned by ROIL and (iv) 321,343 Shares owned by COIL.

Percentage: Approximately 7.6%.

- (b)
 1. Sole power to vote or direct vote: 4,528,806
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 4,528,806
 4. Shared power to dispose or direct the disposition: 0

- (c) RCG Holdings has not entered into any transactions in the Shares since the filing of Amendment No. 1. The transactions in the Shares since the filing of Amendment No. 1 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) 3,882,929 Shares owned by Value and Opportunity Master Fund, (ii) 133,775 Shares owned by Navigation Master Fund, (iii) 190,759 Shares owned by ROIL and (iv) 321,343 Shares owned by COIL.

Percentage: Approximately 7.6%.

- (b)
 - 1. Sole power to vote or direct vote: 4,528,806
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 4,528,806
 - 4. Shared power to dispose or direct the disposition: 0
- (c) C4S has not entered into any transactions in the Shares since the filing of Amendment No. 1. The transactions in the Shares since the filing of Amendment No. 1 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) 3,882,929 Shares owned by Value and Opportunity Master Fund, (ii) 133,775 Shares owned by Navigation Master Fund, (iii) 190,759 Shares owned by ROIL and (iv) 321,343 Shares owned by COIL.

Percentage: Approximately 7.6%.

- (b)
 - 1. Sole power to vote or direct vote: 0
 - 2. Shared power to vote or direct vote: 4,528,806
 - 3. Sole power to dispose or direct the disposition: 0
 - 4. Shared power to dispose or direct the disposition: 4,528,806
- (c) None of Messrs. Cohen, Stark, Strauss or Solomon has entered into any transactions in the Shares since the filing of Amendment No. 1. The transactions in the Shares since the filing of Amendment No. 1 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 September 14, 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.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to include the following exhibit:

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 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 and Aviat Networks, Inc., dated September 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: September 16, 2010

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD

By: Ramius Value and Opportunity Advisors LLC,
its investment manager

COWEN OVERSEAS INVESTMENT LP

By: Ramius Advisors, LLC,
its general partner

RAMIUS NAVIGATION MASTER FUND LTD

By: Ramius Advisors, LLC,
its investment advisor

RAMIUS ADVISORS, LLC

By: Ramius LLC,
its sole member

RAMIUS ENTERPRISE MASTER FUND LTD

By: Ramius Advisors, LLC,
its investment advisor

RAMIUS LLC

By: Cowen Group, Inc.,
its sole member

COWEN GROUP, INC.

RAMIUS VALUE AND OPPORTUNITY ADVISORS LLC

By: Ramius LLC,
its sole member

RCG HOLDINGS LLC

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

RAMIUS OPTIMUM INVESTMENTS LLC

By: Ramius Advisors, LLC,
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 and Thomas W. Strauss

SCHEDULE A**Transactions in the Shares Since the Filing of Amendment No. 1 to the Schedule 13D**

Shares of Common Stock <u>Purchased/(Sold)</u>	Price Per <u>Share(\$)</u>	Date of <u>Purchase/Sale</u>
---------------------------------------------------	-------------------------------	---------------------------------

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD

58,800	3.8953	08/12/2010
33,675	3.9552	08/13/2010
20,025	4.0276	08/16/2010
30,150	3.9639	08/23/2010
26,100	3.8965	08/24/2010
56,250	3.8871	08/25/2010
(21,692)	4.1506	08/30/2010
(258)	4.1500	09/03/2010
(1,634)	4.1500	09/03/2010
(172)	3.9475	09/08/2010
(38,012)	3.9213	09/08/2010
(35,346)	3.9081	09/09/2010
(7,047)	3.8266	09/10/2010

COWEN OVERSEAS INVESTMENT LP

19,600	3.8953	08/12/2010
11,225	3.9552	08/13/2010
6,675	4.0276	08/16/2010
10,050	3.9639	08/23/2010
8,700	3.8965	08/24/2010
18,750	3.8871	08/25/2010
(1,795)	4.1506	08/30/2010
(21)	4.1500	09/03/2010
(133)	4.1500	09/03/2010
(14)	3.9475	09/08/2010
(3,094)	3.9213	09/08/2010
(2,877)	3.9081	09/09/2010
(573)	3.8266	09/10/2010

RAMIUS OPTIMUM INVESTMENTS LLC

(1,065)	4.1506	08/30/2010
(12)	4.1500	09/03/2010
(76)	4.1500	09/03/2010
(8)	3.9475	09/08/2010
(1,768)	3.9213	09/08/2010
(1,644)	3.9081	09/09/2010
(328)	3.8266	09/10/2010

RAMIUS NAVIGATION MASTER FUND LTD

(748)	4.1506	08/30/2010
(9)	4.1500	09/03/2010
(57)	4.1500	09/03/2010
(6)	3.9475	09/08/2010
(1,326)	3.9213	09/08/2010
(1,233)	3.9081	09/09/2010
(246)	3.8266	09/10/2010

AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of September 14, 2010, is made by and between Aviat Networks, Inc., a Delaware corporation (the "Company"), and the entities and natural persons listed on Schedule A hereto and their affiliates (collectively, the "Ramius Group") (each of the Company and the Ramius Group, a "Party" to this Agreement, and collectively, the "Parties").

WHEREAS, the Ramius Group may be deemed to beneficially own shares of common stock of the Company (the "Common Stock") totaling, in the aggregate, 4,528,806 shares, or approximately 7.6% of the Common Stock issued and outstanding on the date hereof;

WHEREAS, the Ramius Group has proposed that the Company nominate one of two individuals (the "Ramius Candidates") recommended by the Ramius Group for election as a director at the Company's 2010 annual meeting of stockholders (the "Annual Meeting") and the Company is willing to make such nomination, subject to the terms set forth herein.

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 the Company 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; (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; and (c) the Ramius Group have not paid and will not pay any compensation or other form of consideration to either of the Ramius Candidates in connection with the subject matter of this Agreement.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Ramius Group that (a) this Agreement has been duly authorized, executed and delivered by the Company, and is a valid and binding obligation of the Company, enforceable against the Company 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 the Company or any of its subsidiaries pursuant to any law, any order of any court or other agency of government, the Company's Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation"), the Company'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 the Company is a party or bound or to which its property or assets is subject.

3. Nomination of Ramius Nominee.

(a) The Company will include one candidate previously recommended to the Company by the Ramius Group in writing, as determined by the Governance and Nominating Committee and the Board of Directors (the "Board") of the Company in their sole discretion, as a nominee as part of management's slate for election as a director of the Company at the Annual Meeting (the "Ramius Nominee"). The Company will recommend, support and solicit proxies for the election of the Ramius Nominee in the same manner as for the Company's other nominees for election at the Annual Meeting. The size of the Board of Directors giving effect to the election of directors at the Annual Meeting will not exceed eight (8).

(b) The Company agrees that if the Ramius Nominee resigns or is otherwise unable to serve as a director or is removed for cause as a director, the Ramius Group shall be entitled to designate an individual to replace the Ramius Nominee who (i) qualifies as "independent" under the Nasdaq corporate governance standards, (ii) is not an Affiliate of any member of the Ramius Group, (iii) has relevant business and financial experience, and (iv) is reasonably acceptable to the Governance and Nominating Committee of the Company. In the event the Governance and Nominating Committee does not accept a replacement director(s) recommended by the Ramius Group, the Ramius Group will have the right to recommend additional replacement director(s) for consideration by the Governance and Nominating Committee. Upon the acceptance of a replacement director nominee by the Nominating and Corporate Governance Committee, the Board will appoint such replacement director to the Board no later than five (5) business days after the Nominating and Corporate Governance Committee's recommendation of such replacement director (any such replacement director appointed in accordance with the provisions of this Section 3(b) shall be referred to as the "Ramius Nominee" for the purposes of this Agreement).

4. Standstill Restrictions.

(a) Each member of the Ramius Group agrees that, from the date of this Agreement until the date that is the earlier of (x) ten (10) business days prior to the deadline for the submission of stockholder nominations for the 2011 annual meeting of stockholders (the "2011 Annual Meeting") and (y) one year from the date of this Agreement (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 or nomination pursuant to Rule 14a-11 under the Exchange Act), in each case, with respect to securities of the Company;

(ii) purchase or cause to be purchased or otherwise acquire or agree to acquire beneficial ownership (as determined under Rule 13d-3 promulgated under the Exchange Act) of any Common Stock or other securities issued by the Company, if in any such case, immediately after the taking of such action, the Ramius Group would, in the aggregate, collectively beneficially own more than 14.99% of the then outstanding shares of Common Stock;

(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 any Affiliates or Associates of any member of the Ramius Group or 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 an Affiliate or Associate of any member of the Ramius Group or otherwise 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 meeting of stockholders or action by consent in lieu thereof or (2) make any public proposal with respect to a merger, acquisition, disposition or other business combination involving the Company or any of its subsidiaries; provided, however, that nothing herein will limit the ability of (x) 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 (y) 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;

(viii) seek, alone or in concert with others, representation on the Board or the removal of any member of 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, each member of the Ramius Group shall be entitled to:

(i) vote their shares on any proposal duly brought before the Annual Meeting, or otherwise vote on any matter 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. 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 the Company's nominees for election to the Board and (ii) the ratification of the appointment of the Company's independent auditors. The Ramius Group shall not submit any nominations or proposals for consideration by the stockholders of the Company at the Annual Meeting.

6. Public Announcement. The Company 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.

(d) 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.

(e) 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 \$5,000 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 the Company:

Aviat Networks, Inc.
5200 Great America Parkway
Santa Clara, California 95054
Attention: Meena L. Elliott
Telephone: (408) 567-7000
Facsimile: (408) 567-7001

with a copy to:

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 "Company Released Person") 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. Termination. This Agreement shall terminate and the obligations of the Parties under this Agreement shall cease on the earliest of the following (the "Termination Date"):

(a) at the option of the Company, provided it is not in material breach of this Agreement at such time, upon a material breach by the Ramius Group of any obligation hereunder which has not been cured within thirty (30) days after the Ramius Group receives notice of such breach from the Company;

(b) at the option of the Ramius Group, provided it is not in material breach of this Agreement at such time, upon a material breach by the Company of any obligation hereunder which has not been cured within thirty (30) days after the Company receives notice of such breach from the Ramius Group;

(c) on the date that is the earlier of (i) ten (10) days prior to the deadline for the nomination of directors for election or the submission of proposals to be considered at the 2011 Annual Meeting pursuant to the Bylaws as then in effect or (ii) one year from the date of this Agreement; or

(d) at any time, upon the written consent of all of the Parties.

19. 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.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

AVIAT NETWORKS, INC.

By: /s/ Meena Elliot
Name: Meena Elliot
Title: VP, General Counsel, Secretary

THE RAMIUS GROUP:

RAMIUS VALUE AND OPPORTUNITY MASTER FUND LTD
By: Ramius Value and Opportunity Advisors LLC,
its investment manager

RAMIUS VALUE AND OPPORTUNITY ADVISORS LLC
By: Ramius LLC,
its sole member

RAMIUS NAVIGATION MASTER FUND LTD
By: Ramius Advisors, LLC,
its investment advisor

RAMIUS ADVISORS, LLC
By: Ramius LLC,
its sole member

RAMIUS ENTERPRISE MASTER FUND LTD
By: Ramius Advisors, LLC,
its investment advisor

RAMIUS LLC
By: Cowen Group, Inc.,
its sole member

RAMIUS OPTIMUM INVESTMENTS LLC
By: Ramius Advisors, LLC,
its managing member

COWEN GROUP, INC.

COWEN OVERSEAS INVESTMENT LP
By: Ramius Advisors, LLC,
its general partner

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
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