

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

**January 29, 2013
Date of Report (Date of earliest event reported)**

SYCAMORE NETWORKS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-27273
(Commission
file number)

04-3410558
(IRS Employer
Identification No.)

**220 Mill Road
Chelmsford, MA 01824**
(Address of principal executive offices)
(Zip code)

Registrant's telephone number, including area code: (978) 250-2900

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01: Entry into a Material Definitive Agreement

On January 31, 2013, Sycamore Networks, Inc. (“Sycamore”), in connection with the closing of the transactions contemplated by the Asset Sale Agreement (as defined and described below), entered into a non-competition and non-solicitation agreement with Sycamore Networks Solutions, Inc. (formerly known as Sunrise Acquisition Corp.) (“Buyer”), a portfolio company of Marlin Equity Partners, a global private investment firm, pursuant to which Sycamore agreed not to compete with Buyer with respect to the Intelligent Bandwidth Management Business (as defined and described below), not to hire employees of Buyer and not to allow any of Sycamore’s officers or directors to solicit such employees to work for Sycamore or any other person, in each case subject to certain exceptions and for a period of eighteen months following the date of the closing of the Asset Sale (as defined below).

The foregoing description of the non-competition and non-solicitation agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement filed as Exhibit 2.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.01: Completion of Acquisition or Disposition of Assets**Sale of Intelligent Bandwidth Management Business**

On January 31, 2013, Sycamore completed the sale of substantially all of Sycamore’s assets primarily related to Sycamore’s Intelligent Bandwidth Management business, including inventory, fixed assets, intellectual property rights (other than patents and patent applications), contracts, certain real estate leases, Sycamore’s subsidiaries in Shanghai (subject to the receipt of government approval), the Netherlands and Japan, and certain shared facilities and assets (together, the “Intelligent Bandwidth Management Business”) to Buyer pursuant to the previously disclosed Asset Purchase and Sale Agreement dated October 23, 2012 by and between Sycamore and Buyer (the “Asset Sale Agreement”), for a total purchase price of \$18.75 million in cash (subject to a working capital adjustment as provided in the Asset Sale Agreement) and the assumption by Buyer of certain related liabilities (the “Asset Sale”). The transfer of the equity interests of Sycamore’s subsidiary in Shanghai is expected to occur at a later date following the receipt of Chinese regulatory approval. A copy of the Asset Sale Agreement was filed as Exhibit 2.1 to Sycamore’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “Commission”) on October 23, 2012 and is incorporated herein by reference. The Asset Sale was also further described in Sycamore’s Definitive Proxy Statement on Schedule 14A filed with the Commission on December 28, 2012 (the “Definitive Proxy Statement”).

In connection with the closing of the transactions contemplated by the Asset Sale Agreement, which included the sale of the “Sycamore” and “Sycamore Networks” names, trademarks, service marks, logos and website and domain names to Buyer, Sycamore agreed to use its commercially reasonable efforts to cease using such names, marks and logos. However, Sycamore may continue to use those marks and names as corporate or business names in connection with, and until the completion of, the Dissolution (as defined below). Accordingly, Sycamore’s new corporate website, which will continue to provide access to Sycamore’s filings with the Commission and other corporate updates, can be found at www.scmrinc.com. Information about the products and services of the Intelligent Bandwidth Management Business will continue to be available at www.sycamorenet.com.

The Asset Sale Agreement contains certain representations and warranties accompanied by certain limited indemnification rights. The representations and warranties of each of the parties contained in the Asset Sale Agreement and the assertions embodied in those representations and warranties are qualified by information in a confidential disclosure schedule that Sycamore delivered in connection with the execution of the Asset Sale Agreement. In addition, certain representations and warranties may not be accurate or complete because they are subject to a contractual standard of materiality different from those generally applicable to stockholders or were used for the purpose of allocating risk between the parties rather than establishing matters as facts. Accordingly, investors should not rely on the representations and warranties as characterizations of the actual state of facts, or for any other purpose, at the time they were made or otherwise.

In connection with the closing of the transactions contemplated by the Asset Sale Agreement, Sycamore entered into a Patent License Agreement with Buyer (the “Patent License Agreement”) pursuant to which Sycamore granted Buyer a non-exclusive, world-wide, royalty-free, fully paid-up, perpetual and irrevocable license to the patents and patent applications primarily related to or used in the Intelligent Bandwidth Management Business. The license granted pursuant to the Patent License Agreement may only be used in connection with the products and services of the Intelligent Bandwidth Management Business existing as of the effective date of the Patent License Agreement and improvements, evolutions and enhancements of the same. Buyer may grant sublicenses to its affiliates or third parties in connection with the operation of the Intelligent Bandwidth Management Business by Buyer and its affiliates (but not for independent use by such third parties).

In connection with the closing of the transactions contemplated by the Asset Sale Agreement, Sycamore also entered into a Transition Services Agreement with Buyer pursuant to which Sycamore and Buyer will each provide certain services to the other for a period of up to 18 months following the closing of the transactions contemplated by the Asset Sale Agreement.

The foregoing description of the Asset Sale Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the agreement filed as Exhibit 2.1 to Sycamore's Current Report on Form 8-K filed with the Commission on October 23, 2012 and incorporated herein by reference. A copy of the press release issued by Sycamore on February 1, 2013 concerning the transactions is filed herewith as Exhibit 99.1 and is incorporated herein by reference.

Item 5.02: Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(b)

As disclosed in the Definitive Proxy Statement, in connection with the closing of the transactions contemplated by the Asset Sale Agreement, the employment of John B. Scully, Sycamore's Vice President, Worldwide Sales and Support, with Sycamore terminated as of the effective time of the closing and Mr. Scully's new employment agreement with Buyer regarding employment as Chief Executive Officer of Buyer became effective.

Item 5.07: Submission of Matters to a Vote of Security Holders

On January 29, 2013, Sycamore held a Special Meeting of Stockholders (the "Special Meeting"), at which a quorum was present in person or represented by proxy. The following is a brief description and vote count of all proposals voted on at the Special Meeting. The proposals voted on at the Special Meeting are described in detail in the Definitive Proxy Statement.

Proposal No. 1 – Authorization of the Asset Sale. The stockholders authorized the Asset Sale, with voting as follows:

For	Against	Abstention	Non-votes
24,467,568	47,804	8,300	-0-

Proposal No. 2 – Approval of Dissolution and Adoption of Plan of Dissolution. The stockholders approved the dissolution of Sycamore (the "Dissolution") following the closing of the Asset Sale and when determined by the Board of Directors of Sycamore (the "Board") and adopted the Plan of Complete Liquidation and Dissolution (the "Plan of Dissolution") related thereto in accordance with Delaware law, with voting as follows:

For	Against	Abstention	Non-votes
24,441,385	73,593	8,694	-0-

Proposal No. 3 – Approval of Golden Parachute Compensation. The stockholders approved, on a non-binding, advisory basis, certain compensation arrangements for Sycamore's named executive officers in connection with the Dissolution and the Asset Sale as disclosed in the Definitive Proxy Statement, with voting as follows:

For	Against	Abstention	Non-votes
22,363,740	1,058,688	1,101,244	-0-

The authorization of the Asset Sale proposal and the approval of the Dissolution proposal each required the affirmative vote of the holders of a majority of the outstanding shares of Sycamore's common stock, par value \$0.001 ("Common Stock"). The Asset Sale was authorized and the Dissolution was approved by holders of approximately 84.72% and 84.62%, respectively, of the outstanding shares of Common Stock.

The approval of the golden parachute compensation proposal required the affirmative vote of the holders of a majority of the outstanding shares of Common Stock that were present in person or represented by proxy at the Special Meeting. The golden parachute compensation proposal was approved by holders of approximately 91.19% of the outstanding shares of Common Stock that were present in person or represented by proxy at the Special Meeting.

Item 8.01: Other Events

Approval of Dissolution of Sycamore

At the Special Meeting, stockholders of Sycamore representing approximately 84.62% of the outstanding shares of Common Stock approved the liquidation and dissolution of Sycamore pursuant to the Plan of Dissolution. As disclosed in the Definitive Proxy Statement, Sycamore intends, upon a determination to proceed by the Board, to file a certificate of dissolution with the Delaware Secretary of State, wind up its affairs, attempt to convert all of its assets into cash or cash equivalents, pay or attempt to adequately provide for the payment of all of its known obligations and liabilities and distribute pro rata in one or more liquidating distributions to or for the benefit of its stockholders, as of the applicable record date(s), all of its assets. If the Board determines that liquidation and dissolution are not in Sycamore's best interests and the best interests of Sycamore's stockholders, the Board may direct that the Plan of Dissolution be abandoned or may amend or modify the Plan of Dissolution to the extent permitted by Delaware law without the necessity of further stockholder approval. The Board has not to date made a determination to proceed to file a certificate of dissolution.

Item 9.01: Financial Statements and Exhibits

- 2.1 Asset Purchase and Sale Agreement, dated October 23, 2012, by and between Sycamore Networks, Inc. and Sunrise Acquisition Corp. (n/k/a Sycamore Networks Solutions, Inc.)*
- 2.2 Non-Competition and Non-Solicitation Agreement, dated January 31, 2013, by and between Sycamore Networks, Inc. and Sycamore Networks Solutions, Inc. (f/k/a Sunrise Acquisition Corp.)
- 99.1 Press Release issued by Sycamore Networks, Inc., dated February 1, 2013

* Incorporated by reference to Exhibit 2.1 to Sycamore's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 23, 2012.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Sycamore Networks, Inc.

By: /s/ Paul F. Brauneis

Paul F. Brauneis
Chief Financial Officer,
Vice President, Finance and Administration,
and Treasurer
(Duly Authorized Officer and Principal
Financial and Accounting Officer)

Dated: February 1, 2013

COMPANY NON-COMPETITION AND NON-SOLICITATION AGREEMENT

THIS NON-COMPETITION AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is entered into as of January 31, 2013 by and between Sycamore Networks, Inc., a Delaware corporation (“**Seller**”), and Sycamore Networks Solutions, Inc. (formerly known as Sunrise Acquisition Corp.), a Delaware corporation (collectively, with its Affiliates, “**Buyer**”).

W I T N E S S E T H

WHEREAS, Seller and Buyer have entered into an Asset Purchase and Sale Purchase Agreement, dated as of October 23, 2012 (the “**Purchase Agreement**”), pursuant to which Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer, the Acquired Assets, subject to Buyer’s assumption of the Assumed Liabilities, as set forth in the Purchase Agreement;

WHEREAS, Seller will derive benefits, economic or otherwise, from the sale of the Acquired Assets to Buyer;

WHEREAS, Buyer has requested, as a condition of Buyer’s willingness to enter into, and perform its obligations under, the Purchase Agreement, that Seller enter into this Agreement; and

WHEREAS, in order to induce Buyer to enter into the Purchase Agreement, Seller has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, intending to be legally bound, hereby undertakes and agrees as follows, effective as of the Closing:

1. Capitalized Terms. Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement.
2. Non-Competition. For a period of eighteen (18) months from the Closing Date (the “**Non-Competition Period**”), Seller shall not, and shall cause its Subsidiaries (other than the Transferred Subsidiaries) not to, directly or indirectly, anywhere in the United States or within any other geographical area or territory in the world where the Business is presently being conducted, engage in the business of owning, licensing, developing, marketing, manufacturing, producing, selling or distributing intelligent bandwidth management solutions software and related products and services currently constituting the Business (the “**Restricted Business**”); provided, however, that in no event shall the Restricted Business be deemed to include the IQ Stream Business or any extension thereof. Notwithstanding the foregoing, nothing herein shall prohibit Seller or any of its Subsidiaries (other than the Transferred Subsidiaries) from (i) owning shares of any class of securities of Tejas Networks India Private Limited or any successor thereto representing not more than fifteen percent (15%) of the outstanding equity interests thereof (not taking into account any reduction in outstanding equity interests due to any

stock buyback or otherwise), (ii) being a passive owner of not more than three percent (3%) of the outstanding shares of any class of securities of a Person that, directly or indirectly, engages in the Restricted Business, (iii) performing services for, licensing patents to or receiving services from Buyer or any of its Affiliates pursuant to the Related Agreements, (iv) acquiring, and after such acquisition, owning an interest in another Person (or its successor) who is engaged, directly or indirectly, in the Restricted Business if such Restricted Business generated less than the lesser of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) of total consolidated annual revenues and fifteen percent (15%) of such Person's total consolidated annual revenues, in the last completed fiscal year; provided, that Seller sells, terminates or otherwise disposes of such Restricted Business within one (1) year, or (v) selling products to, servicing, soliciting or receiving products or services from or otherwise engaging in any commercial activities with (in each case, in the ordinary course of business) a Person engaged in the Restricted Business or any customer, supplier, licensor or licensee of the Restricted Business or Buyer so long as neither Seller nor any of its Subsidiaries engages in or participates in the Restricted Business.

3. Non-Solicitation. During the Non-Competition Period, Seller shall not, and shall cause its Subsidiaries (other than the Transferred Subsidiaries) not to, (a) directly or indirectly, hire, engage or employ (as an employee, consultant or otherwise) any New Buyer Employee or other employees of Buyer other than any of the independent contractors set forth on Schedule I attached hereto (collectively, "**Buyer Employees**"), (b) through any director or officer of Seller, directly or indirectly, solicit for employment or the engagement of services of any Buyer Employee or induce or attempt to induce any Buyer Employee to leave his or her employment with Buyer, or in any way intentionally interfere with the employment relationship between any Buyer Employee and Buyer or any Affiliate of Buyer, in each case for the purpose of employing or engaging the services of such Buyer Employee or soliciting such Buyer Employee to become an employee or consultant of Seller or its Subsidiaries or any other Person; provided, however, that nothing herein shall preclude Seller from employing or soliciting any Buyer Employee (i) who independently responds to any public advertisement or general solicitation (such as a newspaper advertisement or internet posting) not specifically targeting such Buyer Employee or (ii) following the termination of such Buyer Employee's employment with Buyer for any reason, provided, that Seller has not induced such Buyer Employee to terminate his or her employment in breach of Seller's obligations hereunder, or (c) take any action or attempt to take any action with the intent of impairing any material relationship, contractual or otherwise, between the Buyer and any customer, supplier, consultant, independent contractor, distributor or reseller.

4. Confidentiality. The parties agree that the terms of the confidentiality provisions of Section 9.5 of the Purchase Agreement are incorporated herein as if fully set forth herein.

5. Reasonableness of Restrictions. Seller acknowledges and agrees that the restrictive covenants contained herein are necessary for the protection of the business investment by Buyer in the acquisition of the Acquired Assets pursuant to the Purchase Agreement and are reasonable in terms of time, geographic area, scope and content.

6. Severability. Any term or provision of this Agreement that a court deems invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any

term or provision hereof is invalid or unenforceable, Buyer and Seller agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

7. Remedies. Each of Buyer and Seller acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. It is accordingly agreed that (i) the parties shall be entitled to (in a court of competent jurisdiction as set forth in Section 13) an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without bond or other security being required, this being in addition to any remedy to which they are entitled under this Agreement, and (ii) the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, neither Seller nor Buyer would have entered into this Agreement. Each of Seller and Buyer acknowledges and agrees that each Party shall be entitled to monetary damages for a willful or intentional breach of this Agreement. In no event shall any party be responsible and liable for any monetary damages or other amounts under this Agreement that are special, indirect, incidental, consequential, exemplary or punitive damages.

8. Successors and Assigns. This Agreement shall inure to the benefit of Buyer and its successors and assigns, shall be binding upon Seller and its successors and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all promises, representations, understandings, warranties, covenants and agreements with reference to the subject matter hereof and inducements to the making of this Agreement relied upon by any party hereto have been expressed.

10. Termination, Amendments and Waivers. This Agreement may be terminated by the mutual agreement of Buyer and Seller. No such termination or any amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by both Buyer and Seller. No failure on the part of Buyer to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

11. Construction. Buyer and Seller acknowledge and agree that (a) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

12. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered one (1) Business Day after it is sent by (a) a reputable courier service guaranteeing delivery within one Business Day or (b) facsimile; provided electronic confirmation of successful transmission is received by the sending party and a confirmation copy is sent on the same day as the telecopy transmission by certified mail, return receipt requested, in each case to the intended recipient as set forth on respective signature pages hereto.

13. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. Each of Buyer and Seller (a) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or any other federal or state court in the State of Delaware if it is determined that the Court of Chancery does not have jurisdiction over such action) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of Buyer and Seller waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other party with respect thereto. Either party may make service on the other party by sending or delivering a copy of the process to the party to be served at the address and in the manner provided for the giving of notices in Section 12. Nothing in this Section 13, however, shall affect the right of either party to serve legal process in any other manner permitted by law.

14. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BUYER AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

15. Costs and Expenses. In the event of litigation relating to this Agreement, the non-prevailing party shall be liable and pay to the prevailing party the reasonable costs and expenses (including attorney's fees) incurred by the prevailing party in connection with such litigation, including any appeal therefrom.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed by facsimile or .PDF signature.

[Signature page follows]

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

SYCAMORE NETWORKS, INC.

By: /s/ Daniel E. Smith

Daniel E. Smith
President and Chief Executive Officer

220 Mill Road
Chelmsford, MA 01824
Telecopy: (978) 367-4494
Attention: General Counsel

SYCAMORE NETWORKS SOLUTIONS, INC.
(F/K/A SUNRISE ACQUISITION CORP.)

By: /s/ Douglas R. Bayerd

Douglas R. Bayerd
Secretary

c/o Marlin Equity Partners III, L.P.
338 Pier Avenue
Hermosa Beach, CA 90254
Telecopy: (310) 364-0110
Attention: Nick Kaiser

**SIGNATURE PAGE TO COMPANY NON-COMPETITION
AND NON-SOLICITATION AGREEMENT**

SCHEDULE I
CERTAIN INDEPENDENT CONTRACTORS

Robert Salvo
Suzanne Zabitchuk
Gerald Campenella

**CONTACT:**

Alan Cormier
General Counsel and Secretary
Sycamore Networks, Inc.
978-250-2921
alan.cormier@sycamorenet.com

SYCAMORE NETWORKS, INC. ANNOUNCES STOCKHOLDER APPROVAL OF SALE OF INTELLIGENT BANDWIDTH MANAGEMENT BUSINESS AND LIQUIDATION AND DISSOLUTION OF THE COMPANY**Company Completes Sale of Intelligent Bandwidth Management Business**

CHELMSFORD, Mass., February 1, 2013 – Sycamore Networks, Inc. (“Sycamore” or the “Company”) (NASDAQ: SCMR), today announced that at a Special Meeting of Stockholders held on January 29, 2013 (the “Special Meeting”), its stockholders authorized the previously announced sale of substantially all of its assets related to Sycamore’s Intelligent Bandwidth Management Business to a portfolio company of Marlin Equity Partners (“Buyer”) pursuant to and on the terms set forth in the Asset Purchase and Sale Agreement dated October 23, 2012 by and between Sycamore and Buyer. At the Special Meeting, the stockholders also approved the dissolution of the Company following the asset sale and adopted a plan of complete liquidation and dissolution.

On January 31, 2013, the Company completed the sale of its Intelligent Bandwidth Management Business, which includes the Company’s optical networking and multiservice access products and related services and rights to the “Sycamore” name, to Buyer in exchange for a total purchase price of \$18.75 million in cash (subject to a working capital adjustment) and the assumption by Buyer of certain related liabilities. The Company will continue to use the name Sycamore Networks, Inc. as its corporate name in connection with, and until the completion of, the liquidation and dissolution of the Company. In addition, the Company has established a new corporate website, www.scmrinc.com, which will continue to provide access to Sycamore’s public company filings and other corporate information. Information about the products and services of the Intelligent Bandwidth Management Business will continue to be available at www.sycamorenet.com.

The Board has not to date made a determination to proceed to file a certificate of dissolution. Further information regarding the liquidation and dissolution of the Company and the amount and timing of distributions to stockholders will be provided in subsequent press releases or filings with the Securities and Exchange Commission as such information becomes available.

About Sycamore Networks, Inc.

Sycamore Networks, Inc. (NASDAQ: SCMR) is based in Chelmsford, Massachusetts. For more information, please visit www.scmrinc.com.

Safe Harbor for Forward-Looking Statements

We wish to caution you that certain matters discussed in this press release may constitute “forward-looking statements,” as defined under the federal securities laws. Risks and uncertainties relating to the Company could cause actual events and results to differ materially from those stated or implied in such statements. Potential risks and uncertainties include, among others, the Company’s Board of Directors may determine to abandon or delay implementation of the plan of complete liquidation and dissolution of the Company; the Company’s inability to predict the timing or amount of any additional cash distributions to stockholders; in the event that the Company proceeds with the plan of complete liquidation and dissolution, the Company’s stockholders could be liable to the Company’s creditors in the event the Company fails to create an adequate contingency reserve to satisfy claims against it; and the Company’s continuing costs associated with complying with public company reporting requirements. More information about potential factors that could affect the Company’s dissolution and the amount of any future distributions is included in the section entitled “Risk Factors” in the Company’s filings with the Securities and Exchange Commission. The Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future results or otherwise.