

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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IN RE NEXCEN BRANDS, INC. : Master File No. 1:08-CV-04906 (AKH)  
SECURITIES LITIGATION :  
-----X :

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement (the "Stipulation") dated May 2, 2011 will be submitted to the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, this Stipulation is entered into between (i) the Lead Plaintiff Vincent Granatelli ("Lead Plaintiff"), on behalf of himself and the Class, and (ii) NexCen Brands, Inc. ("NexCen"), Robert W. D'Loren ("D'Loren"), David B. Meister ("Meister") and David S. Oros ("Oros") (NexCen and Messrs. D'Loren, Meister and Oros are collectively the "Defendants"), by and through their respective counsel.

WHEREAS, on May 28, 2008, a class action complaint alleging violations of federal securities laws against Defendants, styled *Mark Gray v. NexCen Brands, Inc., et al.*, was filed in the United States District Court for the Southern District of New York (the "First Action"). Thereafter, three "Related Actions" were filed in the United States District Court for the Southern District of New York as follows:

Case Name	Date Filed	Case Number
<i>Ghiath Hammoud v. NexCen Brands, Inc., et al.</i>	June 3, 2008	08-CV-05063 (AKH)
<i>Ronald Doty v. NexCen Brands, Inc., et al.</i>	June 5, 2008	08-CV-05172 (AKH)
<i>Frank B. Falkenstein v. NexCen Brands, Inc., et al.</i>	July 3, 2008	08-CV-06126 (AKH)

WHEREAS, on August 29, 2008, Willow Creek Capital Partners, L.P., a Delaware limited partnership; Willow Creek Long Biased Fund, L.P., a Delaware limited partnership; Willow Creek Short Biased 30/130 Fund, L.P., a Delaware limited partnership; Willow Creek Offshore Fund, a Cayman Islands limited liability company; and Multi-Manager Investment Programmes PCC limited, a Guernsey Channel Islands protected cell company, acting in relation to its cell, US Equity Master Fund (all of the foregoing plaintiffs, collectively "Willow Creek") filed an action in the Marion County Superior Court of the State of California alleging California common law fraud, deceit, and negligent misrepresentation claims against NexCen, D'Loren, Meister, and unidentified Doe Defendants 1 through 100.

WHEREAS, on July 28, 2008, several class members filed motions with this Court seeking to consolidate the Related Actions with the First Action and for appointment as Lead Plaintiff and for approval of Lead Counsel.

WHEREAS, on March 5, 2009, the Court consolidated the Related Actions with the First Action and appointed: (i) Vincent Granatelli as Lead Plaintiff; and (ii) the law firm of Cohen, Milstein, Hausfeld & Toll, PLLC as Lead Counsel for Lead Plaintiff.

WHEREAS, on April 23, 2009, the Court entered an Order reflecting the fact that Lead Plaintiff's Counsel had changed its firm name to Cohen Milstein Sellers & Toll PLLC.

WHEREAS, on August 24, 2009, Lead Plaintiff filed the operative consolidated amended class action complaint in the United States District Court for the Southern District of New York, alleging: (First Claim) Violation of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 Promulgated Thereunder Against All Defendants; and (Second Claim) Violation of Section 20(a) of the Exchange Act against Messrs. Oros, D'Loren and Meister (the "Litigation").

WHEREAS, Defendants deny any wrongdoing whatsoever and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Defendant with respect to any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have asserted. The parties to this Stipulation (the "Settling Parties") recognize and acknowledge, however, that the Litigation has been filed by Lead Plaintiff and defended by the Defendants in good faith and with adequate basis in fact under Federal Rule of Civil Procedure 11, and that the Litigation is being voluntarily settled after work with and on advice of a mediator and advice of counsel.

WHEREAS, Lead Plaintiff's Counsel has conducted an investigation relating to the claims and the underlying events and transactions alleged in the Litigation. Lead Plaintiff's Counsel has analyzed the facts and the law applicable to the claims of the Lead Plaintiff against Defendants and the potential defenses thereto, which in the Lead Plaintiff's judgment has provided an adequate and satisfactory basis for the evaluation of an agreement to settle, as described herein.

WHEREAS, the Settling Parties engaged in settlement discussions, including an in-person meeting that took place on June 2, 2010, and exchanged information on their respective positions before and during that meeting.

WHEREAS, the Settling Parties and NexCen's directors' and officers' liability insurer, Illinois National Insurance Company ("NexCen's Insurer"), engaged in an all-day mediation before retired U.S. District Court Judge Nicholas Politan in July 2010, after exchanging written mediation statements, and then engaged in further negotiations with the aid of Judge Politan (ret.) continuing for several weeks thereafter, and they have conducted

extensive discussions and arm's-length negotiations with each other with respect to a compromise and settlement of the Litigation.

WHEREAS, based upon their investigation, Lead Plaintiff, with the advice of Lead Plaintiff's Counsel, has concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate as to the Class, and in the Class Members' best interests, and has agreed to settle the claims raised in the Litigation pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that the members of the Class will receive from settlement of the Litigation, (ii) the attendant risks of going forward with litigation, and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation.

AND WHEREAS, the Settling Parties conditionally stipulate, for the limited purposes of this Stipulation, and for the sole purpose of creating a settlement class, that the Litigation shall be certified for class treatment under Rule 23 of the Federal Rules of Civil Procedure and that the stipulated settlement class consists of Class Members as defined below. The Defendants' conditional stipulation to the creation of a settlement class is contingent upon the completion of all terms of this Stipulation, the Court's final approval of it, and the Stipulation becoming final and no longer subject to appeal. If this Stipulation is for any reason not finally approved, or is otherwise terminated, the Defendants reserve the right to reassert all of their objections and defenses to certification of any class, and Lead Plaintiff will not offer the Defendants' conditional stipulation to certification of a class as any evidence in support of a motion to certify any class for trial purposes.

NOW THEREFORE, without any admission or concession on the part of the Lead Plaintiff of any lack of merit of the Litigation whatsoever, and without any admission or

concession on the part of Defendants of any liability or wrongdoing or lack of merit in their defenses whatsoever, it is hereby

STIPULATED AND AGREED, by and among the Settling Parties, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Settling Parties from the Settlement, that this case shall be settled, and dismissed with prejudice and (except as hereafter provided) without costs as to Lead Plaintiff or Defendants, subject to the approval of the Court, upon and subject to the following terms and conditions:

A. CERTAIN DEFINITIONS

As used in this Stipulation, the following terms have these meanings:

1. "Attorneys' Fees and Expenses" means the portion of the Gross Settlement Fund approved by the Court for payment to Lead Plaintiff's Counsel, including attorneys' fees, costs, litigation expenses, fees and expenses of experts (excluding Notice and Administration Expenses), and such attorneys' fees and expenses expended or incurred by counsel working under the direction of Lead Plaintiff's Counsel.
2. "Authorized Claimant" means any Claimant whose claim for recovery has been allowed by the Claims Administrator pursuant to the terms of this Stipulation or by order of the Court.
3. "Claimant" means any Class Member who files a Proof of Claim and Release (as defined below) in such form and manner, and within such time, as set forth in this Stipulation, or as the Court shall prescribe.

4. "Claims Administrator" means the claims administration firm appointed by the Court to administer the Settlement, disseminate notice to the Class, and review and make decisions on approvals of Proofs of Claim, among other work.

5. "Class" and "Class Members" mean, for purposes of this Settlement, all persons or entities who purchased the publicly-traded common stock of NexCen from March 13, 2007 through May 18, 2008, and who were damaged thereby. Excluded from the Class are:

- a. Defendants, and the members of their immediate families and Defendants' heirs, successors and assigns, any entity in which any Defendant has or had a controlling interest, and NexCen's predecessors;
- b. Present and former officers and/or directors of NexCen;
- c. Willow Creek (as defined above, and thus all plaintiffs in that lawsuit) and all such entities' general partners and managing members, and their successors, assigns, heirs, executors, administrators, trustees and any firm, trust, corporation, or entity in which any of them has a controlling interest; and
- d. Those persons who file valid and timely requests for exclusion in accordance with the Court's Order Preliminarily Approving Settlement and Providing For Notice ("Preliminary Approval Order") concerning this Stipulation as set forth in Exhibit A.

6. "Class Distribution Order" means the order entered by the Court, upon application of Lead Plaintiff's Counsel following the occurrence of the events identified in paragraph D.13. below, which authorizes the Claims Administrator to distribute the Net Settlement Fund to the Class.

7. "Class Period" means the period from March 13, 2007 through May 18, 2008.

8. "Court" means the The Honorable Alvin K. Hellerstein, United States District Judge for the Southern District of New York, or any successor judge appointed to this case.

9. "Defendants" means NexCen and Messrs. D'Loren, Meister and Oros.

10. "Defendants' Counsel" means the law firms of Wilmer Cutler Pickering Hale and Dorr LLP (counsel for NexCen and Mr. Oros), Greenberg Traurig LLP (counsel for Mr. Meister), and Proskauer Rose LLP (counsel for Mr. D'Loren).

11. "Effective Date" means the date on which all of the conditions set forth below in paragraph K.1. shall have been satisfied and the Court's Order and Final Judgment, substantially in the form of Exhibit B hereto, becomes "Final", which shall be deemed to be when either of the following has occurred: (i) if an appeal or review is not sought by any person from the Order and Final Judgment, the day following the expiration of the time to appeal from or petition for review of the Order and Final Judgment (including any extension of time under FRAP 4(a)(5) plus three days for mailing); or (ii) if an appeal or review is sought from the Order and Final Judgment, the day after such Order and Final Judgment is affirmed, or the appeal or review is dismissed or denied, and such Order and Final Judgment is no longer subject to further judicial review (including the expiry of any extension of time under FRAP 4(a)(5) plus three days in mailing).

12. "Escrow Account" means the bank account or investment at Eagle Bank or with EagleBank Corp. selected by the Escrow Agent. The Escrow Account will be managed by the Escrow Agent for the benefit of Lead Plaintiff and the Class until the Effective Date of the Settlement.

13. "Escrow Agent" means the law firm of Cohen Milstein Sellers & Toll PLLC, or its duly appointed agent(s) including EagleBank Corp.

14. "Gross Settlement Fund" means the Settlement Amount plus all interest earned thereon.

15. "Lead Plaintiff" means Mr. Vincent Granatelli.

16. "Lead Plaintiff's Counsel" means Cohen Milstein Sellers & Toll PLLC.

17. "Net Settlement Fund" means the Gross Settlement Fund, less:  
(i) Attorneys' Fees and Expenses; and (ii) Notice and Administration Expenses.

18. "NexCen's Insurer" means Defendants' directors' and officers' liability insurer, Illinois National Insurance Company.

19. "Notice and Administration Expenses" means all expenses incurred (whether or not yet paid) in connection with the preparation, printing, mailing, publication of the Notice to the Class of the proposed Settlement; all of the Claims Administrator's fees and expenses including those for determination of the amounts payable to Class Members and distribution of such amounts to Class Members; all Taxes and Tax Expenses (including any indemnification for any Taxes and Tax Expenses); and all other expenses of the Settlement; provided, however, that none of these expenses shall be deemed to include Attorneys' Fees and Expenses.

20. "Order and Final Judgment" means the Order and Final Judgment entered by the Court, finally approving the Settlement and dismissing the Litigation as against all Defendants with prejudice and without costs to any party substantially in the form set forth hereto as Exhibit B.

21. "Person" means any individual, corporation, partnership, limited liability partnership, limited partnership, professional corporation, association, affiliate, joint stock company, trust, estate, unincorporated association, government or any political subdivision or agency thereof, any other type of legal or political entity, any legal representative, and as applicable their respective spouses, heirs, predecessors, successors, representatives, or assignees.

22. "Plan of Allocation" means the plan for allocating the Net Settlement Fund (as set forth in Exhibit C, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice")).

23. "Released Parties" means the Defendants, and any of their current, former or future parents, subsidiaries, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, insurers, reinsurers, advisors, accountants, associates and/or any other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants and the current, former and future legal representatives, heirs, successors in interest or assigns of the Defendants.

24. "Settled Claims" means any and all claims, debts, demands, liabilities, rights and causes of action of every nature and description whatsoever (including but not limited to any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims, (i) that have been asserted in the Litigation by the Lead Plaintiff and/or Class Members or any of them against any

of the Defendants; or (ii) that could have been alleged, asserted or contended in the Litigation, including but not limited to any claim arising out of or relating to any of the acts, omissions, misrepresentations, facts, events, matters, transactions or occurrences referred to in the Litigation or otherwise alleged, asserted or contended in the Litigation; provided, however, that with respect to (ii), Settled Claims do not include those wholly unrelated to the purchase, acquisition or holding of NexCen common stock; and provided, further, that Settled Claims do not include any claims to enforce any of the terms of this Stipulation or of the Order and Final Judgment.

25. "Settled Defendants' Claims" means all claims, demands, rights, duties, remedies, liabilities and causes of action of every nature and description whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including both known and Unknown Claims, that have been or could have been asserted in the Litigation by Defendants or any of them, or the successors and assigns of any of them against the Lead Plaintiff, any Class Member or any of their attorneys, which arise out of or relate in any way to the institution, prosecution or Settlement of this Litigation or the Settled Claims, including but not limited to all claims for malicious prosecution or sanctions; provided, however, that Settled Defendants' Claims do not include (i) any claims that could be asserted in response to a claim excluded from the definition of "Settled Claims" in paragraph A.24 above or (ii) any claims to enforce any of the terms of this Stipulation or of the Order and Final Judgment, and any claims that could be asserted in response to such a claim to enforce.

26. "Settlement" means the settlement contemplated by this Stipulation.

27. "Settlement Amount" means \$4,000,000 in cash.

28. "Settlement Hearing" means the hearing to be held by the Court to determine: (i) whether the proposed Settlement should be approved as fair, reasonable and

adequate; (ii) whether all Settled Claims should be dismissed with prejudice; (iii) whether an order approving the Settlement should be entered thereon; (iv) whether the Plan of Allocation of the Settlement Fund should be approved; and (v) whether the application for an award of Attorneys' Fees and Expenses should be approved.

29. "Settling Parties" means the Lead Plaintiff, Class Members and Defendants.

30. "Unknown Claims" means any Settled Claim which Lead Plaintiff or any member of the Class does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, which if known by him, her or it, might have affected his, her or its decision with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement, and any Settled Defendants' Claims which any Defendant does not know or expect to exist in his or its favor, which if known by him or it might have affected his or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Lead Plaintiff and Defendants shall expressly waive, and each Class Member shall be deemed to have and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**B. SCOPE AND EFFECT OF SETTLEMENT**

1. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Litigation and any and all Settled Claims as against all Released Parties and any and all Settled Defendants' Claims as against the Lead Plaintiff, the Class Members, or their attorneys.

2. Pursuant to the Order and Final Judgment, upon the Effective Date of this Settlement, the Lead Plaintiff and all Class Members, on behalf of themselves, their current and former heirs, executors, administrators, successors, attorneys, legal representatives, and assigns, shall be deemed to have released and to have forever relinquished and discharged the Released Parties from and with respect to the Settled Claims, whether or not such Class Members execute and deliver a Proof of Claim.

3. Pursuant to the Order and Final Judgment, upon the Effective Date of this Settlement, each of the Defendants, on behalf of themselves and the Released Parties, shall be deemed to have released and to have forever relinquished and discharged each and every one of the Settled Defendants' Claims as against the Lead Plaintiff, any of the Class Members, or their attorneys.

4. Pursuant to the Order and Final Judgment, upon the Effective Date of this Settlement, the Settling Parties, and anyone acting or purporting to act for any of them, shall be permanently and forever enjoined from prosecuting, attempting to prosecute, or assisting others in the prosecution of, any Settled Claims and Settled Defendants' Claims.

5. The Order and Final Judgment shall include a bar order, as provided by 15 U.S.C. § 78u-4(f)(7) and as broad as permitted by law, that bars all claims by any Person against Defendants, or by Defendants against any Persons, for contribution, indemnification, or under

any other theory, based upon, or related to any fact or circumstance involved in or arising out of the Action.

C. THE SETTLEMENT CONSIDERATION

1. Subject to the terms of this Stipulation, within ten calendar days after the Court issues the Preliminary Approval Order, Defendants shall cause to be paid, by NexCen's Insurer, the Settlement Amount into the Escrow Account; provided, however, that D'Loren, Meister and Oros (collectively, the "Individual Defendants") shall not be personally liable for the payment of the Settlement Amount. If this amount is not paid on this schedule, Lead Plaintiff will have the right to terminate the Settlement pursuant to paragraph L.1.a. of this Stipulation.

2. After all administrative determinations are made by the Claims Administrator with regard to the filings made by Class Members, the Net Settlement Fund shall be distributed to the Authorized Claimants.

3. Any sums required to be held in escrow hereunder shall be held by the Escrow Agent for the benefit of the Lead Plaintiff and the Class until the Effective Date. All funds held by the Escrow Agent shall be deemed to be in custodia legis and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed or returned pursuant to this Stipulation and/or further order of the Court. The Escrow Agent shall not disburse the Gross Settlement Fund, or any portion thereof, except as provided in this Stipulation, or upon Order of the Court.

4. The Escrow Agent shall invest the Settlement Amount in an investment that is secured by the full faith and credit of the United States (whether in direct investments or a mutual fund, money market fund, or other fund of such federally-guaranteed investments) or is collateralized by investment securities including United States government securities, United

States government agency securities or United States agency mortgage-backed securities, and shall collect and reinvest all interest accrued thereon. The Defendants and NexCen's Insurer will take no position on and will have no rights with regard to or liability for the management, investment or distribution of the Gross Settlement Fund or Net Settlement Fund or any losses suffered by, or fluctuations in the value of them; provided, however, that nothing herein limits the Defendants' and NexCen's Insurer's rights to receive repayment of the Gross Settlement Fund if there is not an Effective Date and the Settlement does not become Final. Lead Plaintiff's Counsel will maintain in liquid investments such amounts of the Settlement Fund as it deems necessary to pay the Notice and Administration Expenses. Interest earned on the money deposited into the Escrow Account will be part of the Gross Settlement Fund.

5. The Notice and Administration Expenses shall be paid on Lead Plaintiff's Counsel's review and approval and without prior Court approval.

6. After the Effective Date, Defendants and NexCen's Insurer shall have no interest in the Gross Settlement Fund or in the Net Settlement Fund and no funds will be returned to Defendants or NexCen's Insurer. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement.

**D. ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS AND DISTRIBUTION OF NET SETTLEMENT FUND**

1. The Claims Administrator shall administer and calculate the claims of Class Members that it determines should be allowed and oversee distribution of the Net Settlement Fund, under the supervision of Lead Plaintiff's Counsel, and subject to appeal to, and jurisdiction of, the Court. Neither Defendants nor NexCen's Insurer shall have any rights with regard to or liability, obligation or responsibility for the administration of the Gross Settlement

Fund or Net Settlement Fund or the distribution of the Net Settlement Fund, and shall not comment thereon or on the Claims Administrator's determinations on Proofs of Claim.

2. Except as otherwise provided below, the Gross Settlement Fund shall be applied as follows:

a. To the extent not already paid, to pay, without prior order of the Court, the Notice and Administration Expenses;

b. To pay any award of Attorneys' Fees and Expenses; and then

c. Subject to the approval and further order(s) of the Court, the Net Settlement Fund shall be allocated to Authorized Claimants as set forth in paragraph F. below.

3. Each Class Member wishing to participate in the Settlement shall be required to submit a Proof of Claim and Release (in substantially the form set forth in Exhibit D, which *inter alia* releases all Settled Claims against all Released Parties) (the "Proof of Claim"), signed under penalty of perjury by the beneficial owner(s) of the NexCen securities that are the subject of the Proof of Claim or by someone with documented authority to sign for the beneficial owners as specified in the instructions accompanying the Proof of Claim (which will not require notarization).

4. All Proofs of Claim must be postmarked or received within the time prescribed in the Preliminary Approval Order unless otherwise ordered by the Court. Any Class Member who fails to submit a properly completed Proof of Claim within the period authorized by the Court shall be forever barred from receiving any payments pursuant to this Stipulation or from the Net Settlement Fund (unless, by Order of the Court, a later-submitted Proof of Claim by such Class Member is approved), but will in all other respects be subject to the provisions of this Stipulation and the Order and Final Judgment, including, without limitation, the release of the

Settled Claims and dismissal of the Litigation. A Proof of Claim shall be deemed to have been submitted when posted, if received with a legible postmark indicated on the envelope and if mailed by first-class or other posted mail and addressed in accordance with the instructions thereon; in all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

5. Each Proof of Claim shall be submitted to the Claims Administrator who shall determine, in accordance with this Stipulation and any applicable orders of the Court, the extent, if any, to which each claim should be allowed, subject to appeal to the Court.

6. Lead Plaintiff's Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim, in the interest of achieving substantial justice.

7. Proofs of Claim that do not meet the filing requirements may be rejected. Prior to rejection of a Proof of Claim, the Claims Administrator shall communicate with the Claimant in order to allow him/her/it to remedy curable deficiencies in the Proof of Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Proofs of Claim it proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claims are to be rejected has the right to review by the Court if the Claimant so desires and complies with the requirement of subparagraph (8) below.

8. If any Claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the Claimant must, within thirty (30) calendar days after the date of mailing of the notice required by subparagraph (7) above, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection

along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Plaintiff's Counsel shall thereafter present the request for review to the Court.

9. The administrative determinations of the Claims Administrator accepting and rejecting claims shall be presented to the Court for its approval.

10. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure. No discovery shall be allowed on the merits of the Litigation or Settlement in connection with processing of the Proofs of Claim, nor shall any discovery from or of Defendants or NexCen's Insurer be allowed on any topic.

11. Payment pursuant to this Stipulation shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but are otherwise bound by all of the terms of the Order and Final Judgment entered in the Litigation and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Settled Claims.

12. All proceedings with respect to the administration, processing and determination of claims described by this paragraph of this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the exclusive jurisdiction of the Court.

13. The Net Settlement Fund shall be distributed to Authorized Claimants only after: (i) all claims have been processed, and all Claimants whose claims have been rejected or disallowed, in whole or in part, have been notified and provided the opportunity to appeal to

the Court such rejection or disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; and (iii) all matters with respect to Attorneys' Fees and Expenses and Notice and Administration Expenses have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; and (iv) all Notice and Administration Expenses have been paid or set aside.

14. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks and in no event earlier than one (1) year after the initial distribution of such funds, Lead Plaintiff may file a motion with the Court, with notice to all Parties, seeking permission to contribute any balance remaining in the Net Settlement Fund to one or more non-sectarian, not-for-profit organization(s) exempt under Section 501(c)(3) of the Internal Revenue Code designated by Lead Plaintiff's Counsel.

E. TAX TREATMENT AND PAYMENTS

1. The Parties agree that the Gross Settlement Fund is intended to be, and will be treated at all times as, a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and Section 468B of the Internal Revenue Code, as amended, for the taxable years of the Gross Settlement Fund, beginning with the date it is created. In addition, the Escrow Agent and, as required, the Defendants, shall jointly and timely make such elections as are necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in

such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare, and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2. For purposes of Section 468B of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Claims Administrator, who shall timely and properly file all tax returns necessary or advisable with respect to the Gross Settlement Fund, and make all required tax payments, including deposits of estimated tax payments in accordance with Treas. Reg. § 1.468B-2(k). Such returns (as well as the election described in paragraph E.1. hereof) shall be consistent with this paragraph and reflect that all Taxes and Tax Expenses (including any interest or penalties) on the income earned by the Gross Settlement Fund shall be paid out of the Gross Settlement Fund as provided in paragraph E.3. hereof.

3. All (i) taxes (including any interest or penalties) arising with respect to the income earned by the Gross Settlement Fund, and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing, or failing to file, the returns described in this paragraph) ("Taxes and Tax Expenses"), shall be paid out of the Gross Settlement Fund without prior approval of the Court, because they are (as noted above) a Notice and Administration Expense. The Escrow Agent shall be obligated to withhold from distribution to Class Members any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1468B-2(l)(2)). The Settling

Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

4. The Defendants shall have no liability for or obligations with regard to Taxes and Tax Expenses. The Settlement Fund shall indemnify and hold each of the Defendants, NexCen's Insurer, and each of their Released Parties harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

5. Lead Plaintiff and Lead Plaintiff's Counsel shall have no liability for or obligations with regard to Taxes and Tax Expenses. The Settlement Fund shall indemnify and hold each of the Lead Plaintiff and Lead Plaintiff's Counsel, and each of their affiliates, partners or employees harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

F. ALLOCATION OF NET SETTLEMENT FUND

1. The Plan of Allocation is based upon Lead Plaintiff's Counsel's and its expert's assessment of the merits and the relative strengths and weaknesses, including recoverable damages, of the claims of the Class Members.

2. Defendants do not and shall not comment on or take any position as to the proposed Plan of Allocation and shall have no responsibility for and no obligations or liabilities of any kind whatsoever in connection with the Plan of Allocation or the determination of or administration and calculations under that Plan.

3. The Defendants shall have no involvement in the solicitation, or review, of Proofs of Claim, or involvement in the administration process itself, which will be conducted by the Claims Administrator in accordance with this Stipulation and the orders entered by the Court.

4. No Class Member shall have any claim against Lead Plaintiff, Lead Plaintiff's Counsel or the Claims Administrator based on, or in any way relating to, the distributions from the Net Settlement Fund that have been made substantially in accordance with this Stipulation and any applicable orders of the Court.

5. No Class Member shall have any claim against Defendants, Defendants' Counsel or any of the Released Parties based on, or in any way relating to, the administration of or distributions from the Net Settlement Fund.

6. Any Plan of Allocation is neither part of this Stipulation nor a necessary term or condition of the Settlement. For this reason, the approval of, or any change in, any Plan of Allocation or the allocation of the Net Settlement Fund ordered by the Court shall be deemed severable from and will not affect the validity or finality of this Settlement.

**G. OBLIGATIONS OF AND LIMITATIONS OF LIABILITY  
OF ESCROW AGENT**

The Escrow Agent shall not be responsible for the payment of any sums due to Authorized Claimants except to the extent of maintaining account of and appropriately paying sums as required by this Stipulation, but only to the limited extent that such sums have been delivered into the Escrow Account as required by this Stipulation. The assumption of duties as Escrow Agent shall not preclude Lead Plaintiff's Counsel from continuing to represent, as the case may be, Lead Plaintiff or Class Members.

**H. LEAD PLAINTIFF'S COUNSEL'S REQUEST FOR AN AWARD  
OF ATTORNEYS' FEES AND EXPENSES**

1. Lead Plaintiff's Counsel intends to submit an application to the Court for the payment of Attorneys' Fees and Expenses, including (i) an award of attorneys' fees up to 30% of the Gross Settlement Fund; and (ii) reimbursement of litigation costs and expenses, plus

interest, including fees and expenses of experts, incurred in connection with the prosecution of the Litigation. All such amounts shall be paid from the Gross Settlement Fund. Lead Plaintiff's Counsel reserves the right to make additional application or applications for payment from the Gross Settlement Fund for fees and expenses incurred after the Settlement Hearing. Defendants now take and will take no position on any application concerning Lead Plaintiff's Counsel's request for Attorneys' Fees and Expenses.

2. Such Attorneys' Fees and Expenses as are awarded by the Court shall be paid from the Gross Settlement Fund to Lead Plaintiff's Counsel immediately upon entry of the Court's order awarding Attorneys' Fees and Expenses. This order will be separate from the Order and Final Judgment. In the event that the Effective Date does not occur, or the Order and Final Judgment is reversed or modified in any way that affects the award of Attorneys' Fees and Expenses, or the Stipulation is terminated for any other reason, then Lead Plaintiff's Counsel and each plaintiff's counsel law firm receiving fees or expenses under this provision shall, within ten (10) business days of receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction, refund to the Escrow Account, Defendants, and/or NexCen's Insurer, as appropriate, either the full amount of the fees and expenses previously received by it pursuant to these provisions or an amount consistent with any modification of the order with respect to Attorneys' Fees and Expenses. Lead Plaintiff's Counsel and any other plaintiff's counsel's law firm that receives fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to jurisdiction of the District Court for the purpose of enforcing the provisions of this paragraph, and each shall be jointly and severally liable for repayment of all Attorneys' Fees and Expenses awarded by the Court.

3. It is agreed that the procedure for, and the allowance or disallowance by the Court, of any applications by Lead Plaintiff's Counsel for the Attorneys' Fees and Expenses, including fees for experts and consultants to be paid out of the Gross Settlement Fund, and any order or proceeding relating thereto, are not terms of nor a condition of this Settlement. For this reason, the allowance, disallowance, or any other Court order with respect to, Attorneys' Fees and Expenses (and any appeal from, or any other form of review of, any order with respect to Attorneys' Fees and Expenses) shall not operate to terminate or cancel this Stipulation or affect its finality, and shall have no effect on the terms of this Stipulation or on the enforceability of this Settlement or of the Order and Final Judgment (including, without limitation, the releases contained therein).

I. THE PRELIMINARY APPROVAL ORDER

1. Promptly after execution of this Stipulation, Lead Plaintiff's Counsel shall submit the Stipulation and its exhibits to the Court and shall apply for entry of a Preliminary Approval Order substantially in the form annexed hereto as Exhibit A, providing for, among other things, preliminary approval of the Settlement and notice to the Class of the Settlement Hearing. The Preliminary Approval Order shall contain exhibits substantially in the form set forth in (i) the Notice of Pendency and Proposed Settlement of Class Action (the "Notice") (Exhibit C); (ii) the Summary Notice of Pendency and Proposed Class Action Settlement (the "Summary Notice") (Exhibit E); and (iii) the Proof of Claim.

2. Defendants and any and all issuers, securities firms or transfer agents holding transfer records which indicate the legal owners of NexCen common stock currently or during the Class Period will produce such transfer records in a usable electronic format to Lead

Plaintiff's Counsel or the Claims Administrator within twelve (12) calendar days of entry of the Preliminary Approval Order.

J. ORDER AND FINAL JUDGMENT TO BE ENTERED BY THE COURT APPROVING THE SETTLEMENT

The Settling Parties shall seek to have the Court enter an Order and Final Judgment substantially in the form of Exhibit B hereto.

K. CONDITIONS OF SETTLEMENT

1. The Effective Date of the Settlement shall be conditioned upon the occurrence of all of the following events:
  - a. The Court shall enter the Preliminary Approval Order in all material respects, as required by paragraph I. above;
  - b. The Defendants have not exercised within the required time period their right to terminate the Settlement as permitted by paragraph L. below;
  - c. The Court shall enter the Order and Final Judgment in all material respects, as required by paragraph J. above;
  - d. The Court's Order and Final Judgment, substantially in the form of Exhibit B, shall have become "Final," as defined in paragraph A.11.;
  - e. The Defendants shall have provided to Lead Plaintiff's Counsel any necessary confirmatory discovery per Lead Plaintiff's designations, and Lead Plaintiff has not terminated the Settlement; and
  - f. The Settlement Amount shall have been paid into the Escrow Account.

2. Upon occurrence of all of the events referenced in paragraph K.1. above, the obligation of the Escrow Agent to return funds from the Gross Settlement Fund to Defendants and/or NexCen's Insurer pursuant to paragraph L.4 or any other provision hereof shall be absolutely and forever extinguished.

L. RIGHTS OF TERMINATION AND EFFECTS THEREOF

1. Counsel for each of the Defendants and Lead Plaintiff's Counsel each shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to all other counsel of the Settling Parties hereto within thirty days of any of these events:

- a. the Settlement Amount is not paid into the Escrow Account in a timely fashion;
- b. the Court issues an order declining to enter the Preliminary Approval Order in any material respect;
- c. the Court issues an order refusing to approve this Stipulation or any material part of it;
- d. the Court declines to enter the Order and Final Judgment in all material respects as required by paragraph J. above;
- e. the date upon which the Order and Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or
- f. in the event that the Court enters an Order and Final Judgment in a form other than that provided above (an "Alternative Judgment") and none of the Parties hereto elect to terminate this Settlement, the date that such Alternative Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

2. If prior to the Settlement Hearing, Persons (excluding Willow Creek) who otherwise would be Class Members have filed with the Court valid and timely requests for exclusion ("Requests for Exclusion") from the Class (excluding any Requests for Exclusion that may have been validly retracted) in accordance with the provisions of the Preliminary Approval Order and the notice given pursuant thereto, and such Persons in the aggregate purchased NexCen stock during the Class Period in an amount greater than the amounts specified in a separate Supplemental Exclusion Agreement between the parties (the "Supplemental Exclusion Agreement"), NexCen, in its sole and absolute discretion, shall have the option to terminate this Stipulation and the Settlement in strict accordance with the requirements and procedures set forth in the Supplemental Exclusion Agreement ("Opt-out Termination Option"). Unless the Court orders otherwise, the Supplemental Exclusion Agreement will not be filed with the Court unless and until a dispute among the parties concerning its interpretation or application arises, and then will be filed under seal. If required by the Court, the Supplemental Exclusion Agreement and/or any of its terms may be disclosed *in camera* to the Court for purposes of approval of the Settlement. Any filing or such disclosure of the Supplemental Exclusion Agreement shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to preserve the confidentiality of the Supplemental Exclusion Agreement, particularly the threshold aggregate number of shares discussed therein. The Lead Plaintiff and Lead Plaintiff's Counsel shall have the right to seek a retraction of any Request for Exclusion. Copies of all Requests for Exclusion received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to Defendants' Counsel no later than seventeen (17) days prior to the Settlement Hearing. The required procedure for and consequences of making such an election are as follows:

a. NexCen must exercise its Opt-out Termination Option by serving written notice, signed by NexCen's Counsel, upon Lead Plaintiff's Counsel, not less than seven (7) days before the Settlement Hearing;

b. If NexCen exercises its Opt-out Termination Option as provided herein, this Stipulation will be null and void, and the provisions of paragraphs L.3, 4 and 5 hereof will apply.

3. If this Stipulation is terminated pursuant to its terms, all of the Settling Parties shall be deemed to have reverted to their respective status prior to the execution of this Stipulation, and they shall proceed in all respects as if this Stipulation had not been executed and the related orders had not been entered, preserving in that event all of their respective claims and defenses in the Litigation, and shall revert to their respective positions in the Litigation.

4. Upon termination of this Stipulation pursuant to its terms, the Gross Settlement Fund, less Notice and Administration Amounts including Taxes and Tax Expenses (whether already paid or incurred but not yet paid), shall be refunded to NexCen's Insurer by the Escrow Agent within 10 calendar days.

5. If this Stipulation is terminated pursuant to its terms, and at the request of any of the Defendants or NexCen's Insurer, the Escrow Agent or his designee shall apply for any tax refund owed to the Gross Settlement Fund and pay any appropriate part of the proceeds of the tax refund, after deduction of any fees and expenses incurred in connection with such application(s) for refund, to the Defendants.

6. No order of the Court or modification or reversal of any order of the Court concerning the Plan of Allocation, the amount of any Attorneys' Fees and Expenses awarded by

the Court, or the distribution of the Net Settlement Fund shall constitute grounds for cancellation or termination of the Stipulation.

M. MISCELLANEOUS PROVISIONS

1. The Settling Parties: (i) acknowledge that it is their intent to consummate the Settlement contemplated by this Stipulation; (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation; and (iii) agree to exercise their best efforts and to act in good faith to accomplish the foregoing terms and conditions of the Stipulation.

2. This Stipulation may be amended or modified only by a written instrument signed by Defendants' Counsel and by Lead Plaintiff's Counsel or their successors-in-interest.

3. This Stipulation and the exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties or inducements have been made to any Settling Party concerning this Stipulation or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

4. Whenever this Stipulation requires or contemplates that a Settling Party shall or may give notice to the other, unless otherwise specified, notice shall be provided by email and/or next-day (excluding Saturday and Sunday) express delivery service as follows, and shall be deemed effective upon delivery to the indicated electronic or physical address, as the case may be, below:

(i) If to Lead Plaintiff or the Class:

Lisa M. Mezzetti, Esq.  
Matthew B. Kaplan, Esq.  
Cohen Milstein Sellers & Toll PLLC  
1100 New York Avenue NW  
Suite 500 West Tower  
Washington, DC 20005  
LMezzetti@cohenmilstein.com  
Mkaplan@cohenmilstein.com

(ii) If to NexCen and David S. Oros:

Lori A. Martin, Esq.  
Jonathan A. Shapiro, Esq.  
David F. Olsky, Esq.  
David M. Burkoff, Esq.  
Wilmer Cutler Pickering Hale and Dorr LLP  
399 Park Avenue  
New York, NY 10022  
Lori.Martin@wilmerhale.com  
Jonathan.Shapiro@wilmerhale.com  
David.Olsky@wilmerhale.com  
david.burkoff@wilmerhale.com

(iii) If to Robert D'Loren:

Gregg M. Mashberg, Esq.  
Proskauer Rose LLP  
11 Times Square  
New York, NY 10036  
GMashberg@proskauer.com

(iv) If to David Meister:

Robert Allen Horowitz, Esq.  
Greenberg Traurig LLP  
200 Park Avenue  
New York, NY 10166  
HorowitzR@gtlaw.com

5. Except as otherwise provided herein, each Settling Party shall bear his, her or its own costs. The Attorneys' Fees and Expenses, subject to Court approval, shall be paid only out of the Gross Settlement Fund and the Defendants have no obligation with respect to the payment of said Attorneys' Fees and Expenses.

6. By the Preliminary Approval Order, Lead Plaintiff's Counsel, on behalf of the Class, is expressly authorized to take all appropriate action required or permitted to be taken by the Class pursuant to this Stipulation to effectuate its terms.

7. Defendants' Counsel and Lead Plaintiff's Counsel represent that they are authorized to sign this Stipulation on behalf of their respective clients.

8. This Stipulation may be executed in one or more original, photocopied or facsimile counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Defendants' Counsel and Lead Plaintiff's Counsel shall exchange among themselves original signed counterparts of this Stipulation.

9. This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs and legal representatives of the Settling Parties. No assignment shall relieve any party hereto of obligations hereunder.

10. All terms of this Stipulation and all exhibits hereto shall be governed and interpreted according to the laws of the State of New York without regard to its rules of conflicts of law, except to the extent that federal law requires that federal law governs, and in accordance with the laws of the United States.

11. Defendants and Lead Plaintiff, on behalf of himself and each member of the Class, hereby irrevocably submit to the jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Stipulation or the applicability of this

Stipulation. The administration and consummation of the Settlement as embodied in this Stipulation shall be made under the authority of the Court and the Court shall retain exclusive jurisdiction for the purpose of entering orders providing for awards of Attorneys' Fees and Expenses or a payment to the Lead Plaintiff, and enforcing the terms of this Stipulation, including with regard to any actions required of NexCen's Insurer.

12. None of the Settling Parties shall be considered to be the drafter of this Stipulation or any provision hereof for purposes of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. Given the arm's-length negotiations which preceded the execution and drafting of this Stipulation, and given its drafting, all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

13. Neither this Stipulation, nor the fact of the Settlement, is an admission or concession by any Defendant of any liability or wrongdoing whatsoever. This Stipulation is not a finding of the validity or invalidity of any claims in the Litigation or of any wrongdoing by any of the Defendants named therein. Neither this Stipulation, nor the fact of settlement, nor the settlement proceedings and negotiations, nor any related documents, shall be used or construed as an admission of any fault, liability or wrongdoing by any person or entity, or shall be offered or received in evidence as an admission, concession, presumption or inference against any Settling Party in any proceeding other than such proceedings as may be necessary to consummate or enforce this Stipulation, or the Order and Final Judgment.

14. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Class Members against the Defendants with respect to the Settled Claims. Accordingly, unless the Court's Order and Final

Judgment approving the Settlement does not become Final, the Settling Parties agree not to assert in any forum that the Litigation was brought, defended, or litigated by any of them in bad faith, without a reasonable basis, or in violation of Rule 11 of the Federal Rules of Civil Procedure. The Settling Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily, after consultation with experienced legal counsel after a full and fair opportunity to review the settlement papers and consider alternatives to settlement, and upon the neutral advice of the mediator.

15. The Settling Parties agree that the mediator for the Litigation, Judge Politan (ret.), shall continue to assist them with any disputes on the terms of the Settlement until such time as there is an Effective Date.

16. The headings in this Stipulation are used for purposes of convenience and ease of reference only and are not meant to have any legal effect, nor are they intended to influence the construction of this Stipulation in any way.

17. The waiver of one Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other breach of this Stipulation. The provisions of this Stipulation may not be waived except by a writing signed by the affected Settling Party, or counsel for that Settling Party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Settling Parties hereto, intending to be legally bound hereby, have caused this Stipulation to be executed, by their duly authorized attorneys, as of the day and year first above written.

COHEN MILSTEIN  
SELLERS & TOLL PLLC

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*h7 Matt B. Kaplan*  
\_\_\_\_\_  
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GREENBERG TRAURIG LLP

\_\_\_\_\_  
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*Counsel for Defendant David B. Meister*

WILMER CUTLER PICKERING  
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*Lori A. Martin*  
\_\_\_\_\_  
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*Counsel for Defendants NexCen Brands, Inc.  
and David S. Oros*

PROSKAUER ROSE LLP

\_\_\_\_\_  
Gregg M. Mashberg, Esq.  
11 Times Square  
New York, New York 10036  
212-969-3000

*Counsel for Defendant Robert W. D'Loren*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X :  
IN RE NEXCEN BRANDS, INC. : Master File No. 1:08-CV-04906 (AKH)  
SECURITIES LITIGATION :  
-----X :

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE**

WHEREAS, (i) Lead Plaintiff Vincent Granatelli ("Lead Plaintiff"), on behalf of himself and the putative Class, and (ii) defendants NexCen Brands, Inc. ("NexCen"), Robert W. D'Loren, David B. Meister and David S. Oros (collectively "Defendants") have entered, by and through their respective counsel, into a settlement of the claims asserted in the Litigation, the terms of which are set forth in a Stipulation and Agreement of Settlement, dated May 2, 2011 (the "Stipulation"), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims alleged in the Consolidated Amended Class Action Complaint (the "Complaint") filed in the Litigation and the dismissal of them on the merits and with prejudice, upon the terms and conditions set forth in the Stipulation; and the Court having read and considered the Stipulation, the proposed "Notice of Pendency and Proposed Settlement of Class Action" ("Notice"), the proposed "Summary Notice of Pendency and Proposed Class Action Settlement" ("Summary Notice"), the proposed Plan of Allocation of the Net Settlement Fund among Class Members, the proposed form of the Proof of Claim and Release ("Proof of Claim"), the proposed form of Order and Final Judgment, and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2011,

that:

1. Capitalized terms used herein have the meanings defined in the Stipulation.

2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Settlement only, the Litigation is hereby preliminarily certified as a class action on behalf of all persons who purchased the publicly-traded common stock of NexCen from March 13, 2007 through May 18, 2008. Excluded from the Class are:

a. Defendants, and the members of their immediate families and Defendants' heirs, successors and assigns, any entity in which any Defendant has or had a controlling interest, and NexCen's predecessors;

b. Present and former officers and/or directors of NexCen;

c. Willow Creek Capital Partners, L.P., a Delaware limited partnership; Willow Creek Long Biased Fund, L.P., a Delaware limited partnership; Willow Creek Short Biased 30/130 Fund, L.P., a Delaware limited partnership; Willow Creek Offshore Fund, a Cayman Islands limited liability company; and Multi-Manager Investment Programmes PCC limited, a Guernsey Channel Islands protected cell company, acting in relation to its cell, US Equity Master Fund (all collectively "Willow Creek") and all such entities' general partners and managing members, and their successors, assigns, heirs, executors, administrators, trustees and any firm, trust, corporation, or entity in which any of them has a controlling interest; and

d. Those persons who file valid and timely requests for exclusion in accordance with this Order.

3. The Court finds, preliminarily and for purposes of the Settlement only, that the

prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members of the Class is impracticable; (b) there are questions of law and fact common to the Class Members; (c) the claims of the Lead Plaintiff are typical of the claims of the Class he seeks to represent; (d) the Lead Plaintiff will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Litigation.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for the purposes of the Settlement only, Lead Plaintiff is certified as the class representative on behalf of the Class and the Lead Plaintiff's Counsel previously selected by Lead Plaintiff and appointed by the Court is hereby appointed as Lead Counsel for the Class.

5. A hearing (the "Final Settlement Hearing") pursuant to Federal Rule of Civil Procedure 23(e) is hereby scheduled to be held before the Court on \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ .m. for the following purposes:

(a) to finally determine whether the Litigation satisfies the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and (b);

(b) to finally determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to finally determine whether the Order and Final Judgment as provided under the Stipulation should be entered, dismissing the Complaint on the merits and with prejudice, and to determine whether the release by the Class of the Released Parties as set forth

in the Stipulation, should be ordered, along with a permanent injunction barring efforts to bring any claims extinguished by the release;

(d) to finally determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;

(e) to consider the application of Lead Plaintiff's Counsel for an award of Attorneys' Fees and Expenses;

(f) to consider any Class Members' objections to the Settlement, whether submitted previously in writing or presented orally at the Final Settlement Hearing by Class Members (or by counsel on their behalf); and

(g) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to adjourn the Final Settlement Hearing to a later date and to approve the Settlement with or without modification and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Settlement and dismissing the Complaint, on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded Attorneys' Fees and Expenses.

7. The Court reserves the right to approve the Settlement with such modifications as may be agreed upon or consented to by the Settling Parties and without further notice to the Class where to do so would not impair Class Members' rights in a manner inconsistent with Rule 23 and due process of law.

8. The Court approves the form, substance and requirements of (a) the Notice, (b) the Summary Notice, and (c) the Proof of Claim, all of which are exhibits to the Stipulation.

9. Lead Plaintiff's Counsel has the authority to enter into the Stipulation on behalf of

the Class and is authorized to act on behalf of the Class Members with respect to all acts or consents required by or that may be given pursuant to the Stipulation or such other acts that are reasonably necessary to consummate the Settlement.

10. \_\_\_\_\_ is appointed and approved as the Claims Administrator for the Settlement.

11. Lead Plaintiff's Counsel, through the Claims Administrator, shall cause the Notice and the Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, within thirty (30) days of the entry of this Order, to all Class Members who can be identified with reasonable effort by the Claims Administrator (the "Notice Date").

12. Lead Plaintiff's Counsel are authorized to establish an Escrow Account and to pay all Notice and Administration Expenses from it, both before and after the Effective Date of the Settlement.

13. Defendants and any and all issuers, securities firms or transfer agents holding transfer records which indicate the legal owners of NexCen common stock currently or during the Class Period are hereby ordered to produce such transfer records in a usable electronic format to Lead Plaintiff's Counsel or the Claims Administrator within twelve (12) days of receipt of a copy of this Order or the Notice.

14. Lead Plaintiff's Counsel, through the Claims Administrator, shall also make all reasonable efforts to give notice to nominee owners such as brokerage firms and other persons or entities who purchased NexCen common stock during the Class Period. Such nominee purchasers are directed to forward copies of the Notice and Proof of Claim to their beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the

beneficial owners, both within twelve (12) days of receipt of a copy of this Order or the Notice. The Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such beneficial owners. Additional copies of the Notice shall be made available to any record holder requesting same for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial owners.

15. Lead Plaintiff's Counsel shall, at or before the Final Settlement Hearing, serve upon Defendants' Counsel, and file with the Court, proof of mailing of the Notice and Proof of Claim, both to Class Members and to nominees.

16. Lead Plaintiff's Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on the *GlobeNewswire* and in print once in the *Investor's Business Daily* within ten (10) days after the Notice Date. Lead Plaintiff's Counsel shall, at or before the Final Settlement Hearing, serve upon Defendants' Counsel and file with the Court proof of publication of the Summary Notice.

17. The forms and methods set forth herein of notifying the Class of the Settlement and its terms and conditions meet the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all persons and entities entitled thereto. No Class Member will be relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice.

18. In order to be entitled to participate in recovery from the Net Settlement Fund after the Effective Date, each Class Member shall take the following action and be subject to the following conditions:

(a) A properly completed and executed Proof of Claim must be submitted to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked not later than one-hundred and eighty (180) days from the Notice Date. Such deadline may be further extended by Order of the Court. Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first-class mail) provided such Proof of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Administrator at the address designated in the Notice.

(b) The Proof of Claim submitted by each Class Member must satisfy the following conditions: (i) it must be properly filled out, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Lead Plaintiff's Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his current authority to act on behalf of the Class Member must be provided with the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed

under penalty of perjury.

(c) Once the Claims Administrator has considered a timely-submitted Proof of Claim, it shall determine whether such claim is valid, deficient or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded thirty (30) days (which the Court deems a reasonable amount of time) to cure such deficiency if it shall appear that such deficiency may be cured.

(d) For the filing of and all determinations concerning their Proof of Claim, each Class Member shall submit to the jurisdiction of the Court.

19. All Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Stipulation and the Order and Final Judgment, if entered.

20. Class Members shall be bound by all determinations and judgments in the Litigation, whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A Class Member wishing to make such request shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is received no later than twenty (20) days prior to the Final Settlement Hearing, to the addresses listed in the Notice. Such request for exclusion shall clearly indicate the name and address and phone number and e-mail contact information (if any) of the person seeking exclusion, state that the sender specifically requests to be excluded from the Class, and must be signed by such person. Such persons requesting exclusion are also required to specify

all their purchases and sales of NexCen common stock during the Class Period, including the date, number of shares and price of the shares purchased or sold. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Lead Plaintiff's Counsel may contact any person or entity filing a request for exclusion, or their attorney if one is designated, to discuss the exclusion.

21. Class Members requesting exclusion from the Class shall not be entitled to receive any payment out of the Net Settlement Fund.

22. The Court will consider comments and/or objections to the Settlement, the Plan of Allocation, or the application for Attorneys' Fees and Expenses, only if such comments or objections and any supporting papers are served to be received at least twenty (20) days prior to the Final Settlement Hearing, upon each of the following:

**LEAD PLAINTIFF'S COUNSEL**

Lisa M. Mezzetti, Esq.  
Matthew B. Kaplan, Esq.  
COHEN MILSTEIN  
SELLERS & TOLL PLLC  
1100 New York Avenue, NW  
Suite 500 West Tower  
Washington, DC 200005

**COUNSEL FOR DEFENDANTS NEXCEN  
BRANDS, INC. AND DAVID S. OROS**

Lori A. Martin, Esq.  
Jonathan A. Shapiro, Esq.  
David F. Olsky, Esq.  
David Burkoff, Esq.  
WILMER CUTLER PICKERING HALE AND  
DORR LLP  
399 Park Avenue

New York, NY 10022

and the objector has (by that same date) filed said objections, papers and briefs, showing due proof of service upon counsel identified above, with the Clerk of the Court, U.S. District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007. Attendance at the Final Settlement Hearing is not necessary but persons wishing to be heard orally in opposition to the Settlement, the Plan of Allocation, and/or the application for Attorneys' Fees and Expenses are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and instructions pertinent to the submission of a written objection) that they intend to appear at the Final Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Final Settlement Hearing. Class Members do not need to appear at the Final Settlement Hearing or take any other action to indicate their approval.

23. Any Class Member who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, the Order and Final Judgment to be entered approving the Settlement, the Plan of Allocation, or the application for an award of Attorneys' Fees and Expenses.

24. The Court reserves the right to adjourn the Final Settlement Hearing or any adjournment thereof without any further notice other than entry of an Order on the Court's docket, and to approve the Settlement without further notice to the Class.

25. All papers in support of the Settlement, the Plan of Allocation and any application

for Attorneys' Fees or Expenses shall be filed and served thirty (30) days before the Final Settlement Hearing.

26. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation and any application for Attorneys' Fees or Expenses shall be filed no later than seven (7) days prior to the Final Settlement Hearing.

28. Pending final determination of whether the Settlement should be approved, all Class Members, and each of them, and anyone acting or purporting to act for any of them, shall be enjoined from prosecuting, attempting to prosecute, or assisting others in the prosecution of, any Settled Claims. In addition, the Litigation is stayed.

29. In the event the Settlement is not consummated pursuant to its terms, the Stipulation, except as otherwise provided therein, including any amendment(s) thereto, and this Order, shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence or referred to in any action or proceedings by any person or entity, and each party shall be restored to his, her or its respective position as it existed before the execution of the Stipulation, pursuant to the terms of the Stipulation.

30. The Court retains exclusive jurisdiction over the action to consider all further matters arising out of, or relating to, the Settlement, including by way of illustration and not limitation, any dispute concerning any Proof of Claim filed by any Class Member and any future requests by one or more of the Settling Parties that the Final Order and Judgment, the Release and/or the permanent injunction set forth in the Stipulation be enforced.

Dated: \_\_\_\_\_, 2011

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HON. ALVIN K. HELLERSTEIN  
UNITED STATES DISTRICT JUDGE



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X :  
IN RE NEXCEN BRANDS, INC. : Master File No. 1:08-CV-04906 (AKH)  
SECURITIES LITIGATION :  
-----X :

**[PROPOSED] ORDER AND FINAL JUDGMENT**

On the \_\_\_\_ day of \_\_\_\_\_, 2011, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation and Agreement of Settlement dated May 2, 2011 (the "Stipulation") are fair, reasonable and adequate for the settlement of all claims asserted by (i) the Class against (ii) defendants NexCen Brands, Inc. ("NexCen"), Robert W. D'Loren, David B. Meister and David S. Oros (collectively "Defendants"); (2) whether judgment should be entered dismissing the Consolidated Amended Class Action Complaint (the "Complaint") on the merits and with prejudice, in favor of the Defendants and as against all persons or entities who are members of the defined Class who have not requested exclusion therefrom; and (3) whether to approve the proposed Plan of Allocation as a fair and reasonable method to allocate the Net Settlement Fund among Class Members; and

The Court having considered all matters submitted to it at the hearing and otherwise; and

It appearing that the Notice substantially in the form approved by the Court in the Court's Order Preliminarily Approving Settlement and Providing For Notice ("Preliminary Approval Order") was mailed to all reasonably identifiable Class Members; and

It appearing that the Summary Notice substantially in the form approved by the Court in the Preliminary Approval Order was published in accordance with that Order and the specifications of the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
THAT:

1. All capitalized terms used herein have the same meanings as set forth and defined in the Stipulation.

2. The Court has jurisdiction over the subject matter of the Litigation, Lead Plaintiff, all Class Members and the Defendants.

3. The District Court finds that the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Lead Plaintiff are typical of the claims of the Class he seek to represents; (d) Lead Plaintiff fairly and adequately represents the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of this Litigation. The Class is being certified for settlement purposes only.

4. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court hereby certifies this action as a class action for settlement purposes only, and certifies as the Class all persons or entities who purchased the publicly-traded common stock of NexCen from March 13, 2007 through May 18, 2008, and who were damaged thereby. Excluded from the Class are:

a. Defendants, and the members of their immediate families and Defendants' heirs, successors and assigns, any entity in which any Defendant has or had a controlling interest, and NexCen's predecessors;

- b. Present and former officers and/or directors of NexCen;
- c. Willow Creek Capital Partners, L.P., a Delaware limited partnership;  
Willow Creek Long Biased Fund, L.P., a Delaware limited partnership; Willow Creek Short Biased 30/130 Fund, L.P., a Delaware limited partnership; Willow Creek Offshore Fund, a Cayman Islands limited liability company; and Multi-Manager Investment Programmes PCC limited, a Guernsey Channel Islands protected cell company, acting in relation to its cell, US Equity Master Fund (all collectively "Willow Creek") and all such entities' general partners and managing members, and their successors, assigns, heirs, executors, administrators, trustees and any firm, trust, corporation, or entity in which any of them has a controlling interest; and
- d. Those persons who excluded themselves by filing timely and valid requests for exclusion in accordance with the Preliminary Approval Order, a list of whom is attached to this Order as Exhibit A.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Lead Plaintiff is certified as the class representative and the Lead Plaintiff's Counsel previously selected by Lead Plaintiff and appointed by the Court is hereby appointed as Lead Counsel for the Class.

6. The Court hereby finds that the forms and methods of notifying the Class of the Settlement and its terms and conditions met the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation. No Class Member is relieved from the terms of

the Settlement, including the releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is hereby determined that all members of the Class are bound by this Order and Final Judgment except those persons listed on Exhibit A.

7. The Settlement is approved as fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiff and the Defendants are directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation. The terms of the Stipulation are hereby approved.

8. The Litigation and the Complaint are hereby dismissed with prejudice and without costs.

9. Lead Plaintiff and the Class Members, on behalf of themselves, their current and former heirs, executors, administrators, successors, attorneys, legal representatives, and assigns, hereby release and forever relinquish and discharge the Released Parties from any and all Settled Claims. Lead Plaintiff and the Class Members, and anyone acting or purporting to act for any of them, are hereby permanently and forever enjoined from prosecuting, attempting to prosecute, or assisting others in the prosecution of the Settled Claims against the Released Parties.

10. Each of the Defendants, including any and all of their respective successors in interest or assigns, hereby releases and forever relinquishes and discharges any and all Settled Defendants' Claims against the Lead Plaintiff, any of the Class Members and any of their counsel, including Lead Counsel for the Class and any counsel working under Lead Counsel's direction.

11. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable method to allocate the Net Settlement Fund among Class Members.

12. In accordance with 15 U.S.C. § 78u-4(f)(7) and any other applicable law or regulation, any and all claims which are brought by any Person or entity against Defendants (a) for contribution or indemnification arising out of any Settled Claim, or (b) where the damage to the claimant is measured by reference to the claimant's liability to the Lead Plaintiff or the Class, are hereby permanently barred and discharged. Any such claims brought by Defendants against any Person or entity are likewise permanently barred and discharged. However, nothing in this Stipulation shall apply to bar or otherwise affect any claim for insurance coverage by any Defendant.

13. The Court finds that all parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

14. Neither this Order and Final Judgment, the Stipulation, nor any of the negotiations, documents or proceedings connected with them shall be:

- (a) referred to or used against the Released Parties or against the Lead Plaintiff or the Class as evidence of wrongdoing by anyone;
- (b) construed against the Released Parties or against the Lead Plaintiff or the Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;
- (c) construed as, or received in evidence as, an admission, concession or presumption against the Class or any of them, that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the Settlement Fund; or

- (d) used or construed as an admission of any fault, liability or wrongdoing by any person or entity, or offered or received in evidence as an admission, concession, presumption or inference against any Settling Party in any proceeding other than such proceedings as may be necessary to consummate or enforce the Stipulation.

15. Exclusive jurisdiction is hereby retained over the Settling Parties and the Class Members for all matters relating to the Litigation, including the administration, interpretation, effectuation or enforcement of the Stipulation of Settlement and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the Class Members.

16. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

17. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

18. The finality of this Order and Final Judgment shall not be affected, in any manner, by rulings that the Court may make on Lead Plaintiff's Counsel's application for an award of Attorneys' Fees and Expenses.

19. In the event that the Settlement does not become final and effective in accordance with the terms and conditions set forth in the Stipulation, then this Order and Final Judgment shall be rendered null and void and be vacated and the Settlement and all orders entered in connection therewith shall be rendered null and void (except as provided in paragraphs C.3, C.4, C.5, E.1, E.3, E.4, E.5, L.3, L.4, L.5, M.3, M.5, M.9, M.10, M.11, M.12, and M.13 in the Stipulation), and the parties shall be deemed to have reverted to their respective status prior to

the execution of this Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and the related orders had not been entered, preserving in that event all of their respective claims and defenses in the Litigation.

Dated: \_\_\_\_\_, 2011

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HON. ALVIN K. HELLERSTEIN  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X :  
: Master File No. 1:08-CV-04906 (AKH)  
IN RE NEXCEN BRANDS, INC. :  
SECURITIES LITIGATION :  
:  
-----X

**NOTICE OF PENDENCY AND  
PROPOSED SETTLEMENT OF CLASS ACTION**

If you purchased the publicly-traded common stock ("Stock") of NexCen Brands, Inc. ("NexCen") during the period from March 13, 2007 through May 18, 2008, you could get a payment from a class action settlement (the "Settlement").

*A federal court has authorized this notice.*

**Objections or Exclusion Deadline: \_\_\_\_\_, 2011**  
**Claims Deadline: \_\_\_\_\_, 2011**

- If approved by the Court, the settlement will provide \$4,000,000 in cash, plus interest (the "Settlement Amount"), to pay claims of investors who purchased NexCen Stock during the period from March 13, 2007 through May 18, 2008 (the "Class Period").
- The Settlement represents an average recovery of \$0.21 per share of NexCen Stock for the 18.8 million NexCen shares that Lead Plaintiff's expert estimates were traded and damaged as a result of the alleged misconduct during the Class Period. This estimate solely reflects the average recovery per damaged share of NexCen Stock. This is not an estimate of the actual recovery per share you should expect from the Settlement. Your actual recovery will be lower, and will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold NexCen Stock, the amounts and prices of those transactions, the total number of claims filed, and the administrative costs for completion of the Settlement and distribution of the Settlement Amount.
- Attorneys for the Lead Plaintiff ("Class Counsel") intend to ask the Court to award them fees of up to 30% of the Settlement Amount, and reimbursement of litigation expenses not to exceed \$ \_\_\_\_\_. Collectively, the attorneys' fees and litigation expenses are estimated to average \$ \_\_\_\_\_ per damaged share of NexCen Stock. If approved by the Court, these amounts will be paid from the Settlement Fund.
- The Class Members' approximate recovery from the Settlement, following deduction of attorneys' fees and expenses approved by the Court, is an average of \$ \_\_\_\_\_ per damaged share of NexCen Stock. This estimate is based on the assumptions set forth in the

preceding paragraphs. Your actual recovery, if any, will vary depending on the dates of your transactions, your purchase and sales price(s) and the number of claims filed. In addition, it will be affected, by a slight increase, by the exclusion of certain potential class members.

- In this case Lead Plaintiff contended that NexCen and members of its senior management team violated the federal securities laws by providing investors with allegedly false or misleading information about its business and financial condition. However, the Defendants denied that there was anything improper about the information NexCen or members of its senior management team provided to investors, and deny any wrongdoing whatsoever. Based on his experts' analysis, Lead Plaintiff believes that, if he prevailed on all the claims on behalf of the Class and the Court accepted his theory of damages, the Class would recover up to approximately \$1.95 per damaged NexCen share, before deductions for fees and expenses and assuming that the full amount of the judgment was collected. Defendants believe that, if this case proceeded they would win every claim, and Lead Plaintiff and the Class would recover nothing. Defendants (as described below) deny the allegations in the lawsuit and deny any wrongdoing
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, *please read this notice carefully.*

#### **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM NO LATER THAN _____, 2011</b>	Remain in the Class, be bound by the Court Order and Final Judgment (including the Release) and receive settlement benefits. This is the only way to get a payment.
<b>EXCLUDE YOURSELF NO LATER THAN _____, 2011</b>	Get no payment. This is the only option that allows you to be part of any other lawsuit against Defendants and related parties with respect to the "Settled Claims" (as defined below).
<b>OBJECT NO LATER THAN _____, 2011</b>	Write to the Court about why you do not like the Settlement, the proposed Plan of Allocation or the request for payment of attorney's fees and expenses or a payment to the Lead Plaintiff.
<b>GO TO A HEARING ON _____, 2011</b>	Speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Remain in the Class, be bound by the Court's Order and Final Judgment (including the Release) but without receiving any payment. Give up your rights to sue Defendants and related parties on the claims in this case.

## **INQUIRIES**

**Please do not contact the Court regarding this notice. All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Class members should be directed to:**

**NexCen Brands Securities Litigation  
Claims Administrator  
or**

**Class Counsel:  
Lisa M. Mezzetti  
Matthew B. Kaplan  
Cohen Milstein Sellers & Toll PLLC  
1100 New York Avenue NW  
Suite 500 West Tower  
Washington, DC 20005  
202-408-4600  
www.cohenmilstein.com**

## **COMMON QUESTIONS AND ANSWERS CONCERNING THIS CASE AND THE SETTLEMENT**

### **ADD INDEX**

### **BASIC INFORMATION**

**1. Why did I get this Notice?**

You or someone in your family or household may have purchased NexCen Stock during the Class Period.

**2. What is this lawsuit about?**

The case is known as In re NexCen Brands, Inc. Securities Litigation, Case No. 08-CV-04906 (AKH) (the "Litigation"), and the Court in charge of the case is the Honorable Alvin K. Hellerstein of the United States District Court for the Southern District of New York.

In this class action, Mr. Vincent Granatelli was appointed by the Court to represent all Class Members and was designated as the "Lead Plaintiff" for the case and Cohen Milstein Sellers & Toll PLLC ("Cohen Milstein") was appointed by the Court to serve as "Lead Counsel".

Defendants in this case are NexCen and certain of its present and former officers and directors – David S. Oros, Robert W. D'Loren, and David B. Meister (the “Defendants”). Lead Plaintiff purchased NexCen Stock during the Class Period, like all Class Members. Lead Plaintiff alleges that the Defendants violated the federal securities laws during the Class Period by issuing or approving materially false and misleading financial statements and information to investors about the viability and prospects of NexCen’s business model.

NexCen was a brand acquisition and management company with a focus on companies operating in the consumer-branded products and franchise industries, although it has since ceased all such business operations and is in the process of dissolving. Lead Plaintiff alleges:

- Defendants incorrectly informed investors that NexCen planned to acquire three to five companies each year and had sufficient liquidity to complete those acquisitions while also sustaining existing operations;
- the Company did not enjoy such liquidity, and further alleges that over the Class Period its substantial debt or credit facility did not provide enough cash for operations and such acquisitions;
- the Company’s strategy sacrificed liquidity and sustainability in order to boost its financial performance in the short-term and to inflate its stock price; and
- Defendants knew or recklessly disregarded that the Company would never be able to accomplish its acquisition business plan under its then-current operations or credit facility, but they did not disclose this to the public.

After amendments were made to the credit facility, NexCen suffered a severe cash shortfall.

On May 19, 2008, the Company disclosed that (1) the January 2008 amendment to its credit facility included an accelerated redemption feature, requiring a balloon payment that NexCen was unlikely to be able to pay; (2) the Company would soon face a cash shortage of \$7 million to \$10 million; (3) the public could not longer rely on the Company’s reported 2007 financial results; and (4) there was “substantial doubt” about the Company’s ability to continue as a going-concern. On May 13, 2010, NexCen announced that it was selling its franchise businesses and management operations and would be dissolving the Company.

Defendants deny that they or anyone acting on behalf of NexCen engaged in any wrongdoing, and emphatically disagree with any claim that they in any respect misled investors, violated the securities laws, or otherwise acted improperly. To the contrary, Defendants believe that they acted in good faith at all times.

Lead Plaintiff and Defendants also disagree on the existence and amount of damages.

The Settlement resolves all of the claims in the Class Action.

**3. Why is this a class action?**

In a class action, one or more people or entities, called a class representative or Lead Plaintiff, sue on behalf of all persons and/or entities who have similar claims. All of these people and entities are called the "Class". These individual persons and/or entities are known as "Class Members". One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

**4. Why is there a Settlement?**

As noted, Lead Plaintiff and Defendants do not agree on the merits of Lead Plaintiff's allegations with respect to liability or the average amount of damages per share that would be recoverable if Lead Plaintiff were to prevail at trial on each claim. This case has not gone to trial and the Court did not decide in favor of Lead Plaintiff or Defendants. Instead, while Defendants' motions to dismiss the case were pending, both sides agreed to a settlement. That way, everyone avoids the cost and risks of further litigation and trial. Given the risks involved in this litigation, and the fact that NexCen is liquidating its business and is not in a strong financial position, Lead Plaintiff and his attorneys think the Settlement is best for all Class Members. Even if Defendants' motions to dismiss and potential motions for summary judgment were denied and Lead Plaintiff won at trial, and also prevailed on any appeal, Lead Plaintiff might not be able to collect some, or all, of any judgment awarded to the Class. Consequently, Class Counsel is concerned that, if this matter is not settled, the Class Members may receive little or nothing even if the Lead Plaintiff wins the case.

Thus, the principal reason Lead Plaintiff has agreed to the Settlement is to provide a benefit to the Class Members now. This benefit must be compared to the risk that no recovery might be achieved. Although Class Counsel had opposed Defendants' motions to dismiss and were prepared to move forward in the case, and ultimately go to trial, and were confident in their ability to present a case, they recognize that such motions and trial are risky propositions and that Lead Plaintiff and the Class might not have prevailed. The claims advanced by the Class involve numerous complex legal and factual issues, requiring extensive expert testimony, which would add considerably to the expenses and duration of the litigation, which would have gone on for some years. In addition, had the case proceeded, Defendants would have asserted that all of them, including NexCen, acted in good faith and that Defendants' statements were not false or misleading, and certainly not intentionally false or misleading, when made. Defendants would have asserted that none of them acted with an intent to deceive or recklessness, which is a required element of Lead Plaintiff's claims.

In addition, if this case were to proceed, the parties would disagree on numerous other issues that could affect the outcome of the litigation and, if resolved in favor of Defendants, could result in Class Members receiving little or even nothing. The issues

include: (1) the amount by which any NexCen Stock was allegedly artificially inflated (if at all) during the relevant time period; (2) the extent to which the various allegedly materially false and misleading statements made by Defendants influenced (if at all) the trading prices of NexCen Stock; (3) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were not disclosed to the public influenced (if at all) the trading prices of NexCen Stock; and (4) whether the statements made or facts allegedly omitted were false, misleading, material, or otherwise actionable under the federal securities laws.

Despite these issues and risks, this Settlement enables the Class to recover a substantial amount now. As a result, Lead Plaintiff and Lead Counsel believe this Settlement is fair and reasonable and provides a reasonable recovery to the Class.

### **WHO IS IN THE SETTLEMENT**

#### **5. How do I know if I am part of the Class settlement?**

To be a Class Member, you must have purchased NexCen Stock during the period from March 13, 2007 through May 18, 2008, and suffered losses on your investment as a result of the decline in the value of NexCen Stock, which Lead Plaintiff alleges occurred because of Defendants' misconduct.

#### **6. Are there exceptions to being included?**

Yes. You are not a Class Member if you are:

- (i) a Defendant; a member of a Defendant's immediate family; a Defendant's heir, successor or assign; any entity in which any Defendant has or had a controlling interest; or a predecessor of NexCen; or
- (ii) a present or former officer or director of NexCen; or
- (iii) Willow Creek Capital Partners, L.P., a Delaware limited partnership; Willow Creek Long Biased Fund, L.P., a Delaware limited partnership; Willow Creek Short Biased 30/130 Fund, L.P., a Delaware limited partnership; Willow Creek Offshore Fund, a Cayman Islands limited liability company; and Multi-Manager Investment Programmes PCC limited, a Guernsey Channel Islands protected cell company, acting in relation to its cell, US Equity Master Fund (all collectively "Willow Creek") and all such entities' general partners and managing members, and their successors, assigns, heirs, executors, administrators, trustees and any firm, trust, corporation, or entity in which any of them has a controlling interest; or
- (iv) if you exclude yourself from the Class, as described below.

If you sold NexCen Stock during the Class Period, that does not make you a Class Member. You are a Class Member only if you purchased NexCen Stock from March 13, 2007 through May 18, 2008.

If one of your mutual funds purchased or owns shares of NexCen Stock, that alone does not make you a Class Member.

**7. I am still not sure whether I am included.**

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, \_\_\_\_\_, by phone at \_\_\_\_\_, by facsimile at \_\_\_\_\_, visit the website at \_\_\_\_\_, or you can fill out and return the claim form described in Question 9, to see if you qualify.

**THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE**

**8. What does the Settlement provide?**

**a. What is the Settlement Fund?**

The proposed Settlement calls for the creation of a "Settlement Fund" in the amount of \$4,000,000 in cash. The Settlement will not become effective unless it is approved by the Court. Subject to the Court's approval, a portion of the Settlement Fund will be used to pay Class Counsel's attorneys' fees and reasonable litigation expenses. A portion of the Settlement Fund will also be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and any notice costs and claims administration expenses incurred in the case. After these deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members who submit valid claim forms.

**b. What can you expect to receive under the proposed Settlement?**

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members submit, how many shares of NexCen Stock you purchased, and when you bought and sold your NexCen Stock. By following the Plan of Allocation described below, you can calculate your "Recognized Loss". The Claims Administrator will distribute the Net Settlement Fund according to the Plan of Allocation after the deadline for submission of Proof of Claim forms has passed.

The Claims Administrator will determine each Class Member's *pro rata* share of the Net Settlement Fund based upon each Class Member's valid "Recognized Loss" from transactions in NexCen Stock during the entire class period. **The Recognized Loss formula is not intended to be an estimate of the amount that a Class Member might have been able to recover after a trial; it also is not an estimate of the amount that**

**will be paid to Class Members pursuant to the Settlement.** The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Class Members with valid claims.

The Net Settlement Fund will be distributed to Class Members who submit valid, timely claim forms ("Authorized Claimants") under the following Plan of Allocation, which reflects Lead Plaintiff's contention that because of alleged misrepresentations and omissions contained in NexCen's financial results and other public statements, the price of NexCen Stock was artificially inflated during the Class Period and that disclosures of the true facts caused changes in the inflated stock price.

### **PLAN OF ALLOCATION**

1. For purposes of determining the amount an Authorized Claimant will recover from the Settlement, Lead Counsel has consulted with a damages consultant who has developed the Plan of Allocation. It is designed to fairly allocate the proceeds of the Net Settlement Fund to Authorized Claimants.
2. The Court has not made any finding that the Released Parties are liable to the Class or that the Class has suffered any compensable damages, nor has the Court made any finding that the payments allowed under this Plan of Allocation are an accurate measure of damages.
3. This Plan of Allocation reflects the declines in the prices of NexCen common stock during the entire Class Period, which Lead Plaintiff alleges are reasonably attributable to the misstatements alleged in the Complaint, and adjusted to reflect the strength of those allegations and the settlement negotiations.
4. The total number of damaged shares (shares purchased on or between March 13, 2007 through May 18, 2008, and held beyond May 19, 2008) is estimated to amount to 18.8 million shares. The Settlement of \$4,000,000 thus represents an estimated recovery of approximately \$0.21 per share before deduction of Court-approved fees and expenses. **Please note that these amounts are only estimates.**
5. Estimated aggregate damages and the Plan of Allocation were developed based on accepted event study analysis and the use of a multi-trader model, to determine the amount of artificial inflation embedded in the stock price on each day during the Class Period, by measuring how much the stock price declined as a result of a single disclosure that corrected the alleged misrepresentations and omissions made by the Defendants. Over the course of the Class Period, one corrective disclosure caused the stock price to fall \$1.95 per share. The common stock of NexCen had \$1.95 of artificial inflation during the course of the Class Period. Therefore, the maximum damages per share of NexCen common stock are \$1.95. An Authorized Claimant's total "Recognized Loss" for NexCen Brands, Inc. common stock is:

For each share of NexCen Brands, Inc. common stock purchased or otherwise acquired during the period March 13, 2007 through May 18, 2008, and:

- i. sold prior to May 19, 2008, the Recognized Loss will be zero.<sup>1</sup>
- ii. retained beyond May 18, 2008, the Recognized Loss will be the lesser of:
  - a. \$1.95 per share; or
  - b. the difference between the purchase price per share and \$0.51.<sup>2</sup>

6. For Class Members who held shares of NexCen common stock at the beginning of the Class Period, or who made multiple purchases, acquisitions or sales during the Class Period, the first-in, first-out ("FIFO") method will be applied to such holdings, purchases, and sales for purposes of calculating a Recognized Claim. Under the FIFO method, shares of NexCen common stock sold during the Class Period will be matched first against shares held at the beginning of the Class Period. The sale of any remaining shares during the Class Period will then be matched in chronological order against shares purchased during the Class Period.

- c. **Is there more information on how my claim will be calculated, or are there any further limitations on the amount I may receive?**

Yes.

- i) To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss. If, however, *as expected*, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant will be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants – thus, the Authorized Claimant's *pro rata* share of the Net Settlement Fund.

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<sup>1</sup> A purchase or sale of shares of NexCen Brands, Inc. common stock shall be deemed to have occurred on the "contract" or "trade" dated as opposed to the "settlement" or "payment" date.

<sup>2</sup> Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90 day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$0.51 was the mean (average) daily closing trading price of NexCen common stock during the 90-day period beginning on May 19, 2008 and ending on August 16, 2008.

- ii) Transactions during the Class Period resulting in a gain will be netted against the Authorized Claimant's transactions resulting in a loss to arrive at the Recognized Loss.
- iii) If a Class Member acquired NexCen stock during the Class Period by way of gift, inheritance or operation of law, that claim will be computed by using the date and price of the original purchase and not the date and price of transfer. In such instances, the recipient must provide documentation of the original purchase in addition to the transfer.
- iv) For Class Members who acquired publicly-traded NexCen stock by exercising employee stock options granted to him or her by NexCen, the purchase price will be the exercise price or strike price that the Class Member actually paid.
- v) A payment to any Class Member that would amount to less than \$10.00 in total will not be included in the calculation of the Net Settlement Fund, and no payment will be distributed to these Class Members, because of the excessive administrative costs that would be incurred.
- vi) There will be no Recognized Loss attributable to short sales.
- vii) Any Class Members whose collective transactions in NexCen Stock during the Class Period resulted in a net gain will not be entitled to share in the Net Settlement Fund.
- viii) The purchase and sales prices used in the Plan of Allocation exclude any brokerage commissions, transfer taxes or other fees.

## **HOW YOU RECEIVE A PAYMENT – SUBMITTING A CLAIM**

### **9. How can I get a payment?**

To qualify for a payment, you must be an eligible Class Member and must send in a completed "Proof of Claim and Release". This Claim Form was mailed with this Notice. You may also obtain a Claim Form at \_\_\_\_\_. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the Claim Form together with all required documentation, postmarked no later than \_\_\_\_\_, 2011, to:

NexCen Brands Securities Litigation  
Claims Administrator

The Claims Administrator will process your claim and determine whether you are an "Authorized Claimant."

**10. What am I giving up to get a payment or stay in the Class?**

If you are a member of the Class, and do not exclude yourself, you will give up and release any claims you might have against the Defendants relating to the "Settled Claims", as described more fully below. All of the Court's orders will apply to you and legally bind you. *If you are a Class Member, this will be true even if you do not submit or sign a Proof of Claim and Release form, unless you exclude yourself from the Class (in which case you will not receive any payment).*

If the proposed Settlement is approved, the Court will enter an Order and Final Judgment of Dismissal with prejudice. The Judgment will dismiss the "Settled Claims" with prejudice as to all "Released Parties". The Judgment will provide that all Class Members on behalf of themselves, their current and former heirs, executors, administrators, successors, attorneys, legal representatives, and assigns, shall be deemed to have released and to have forever relinquished and discharged all Settled Claims against all Released Parties. Each of the Defendants will also release all claims they may have against any Class Member, to the extent set forth in the Stipulation of Settlement.

"Released Parties" means the Defendants, and any of their current, former or future parents, subsidiaries, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, insurers, reinsurers, advisors, accountants, associates and/or any other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants and the current, former and future legal representatives, heirs, successors in interest or assigns of the Defendants.

"Settled Claims" means any and all claims, debts, demands, liabilities, rights and causes of action of every nature and description whatsoever (including but not limited to any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims, (i) that have been asserted in the Litigation by the Lead Plaintiff and/or Class Members or any of them against any of the Defendants; or (ii) that could have been alleged, asserted or contended in the Litigation, including but not limited to any claim arising out of or relating to any of the acts, omissions, misrepresentations, facts, events, matters, transactions or occurrences referred to in the Litigation or otherwise alleged, asserted or contended in the Litigation; provided, however, that with respect to (ii), Settled Claims do not include those wholly unrelated to the purchase, acquisition or holding of NexCen common stock; and provided, further, that Settled Claims do not include any claims to enforce any of the terms of the Stipulation signed by the Settling Parties or of the Order and Final Judgment.

"Unknown Claims" means any Settled Claim which Lead Plaintiff or any member of the Class does not know or suspect to exist in his, her or its favor at the time of

the release of the Released Parties, which if known by him, her or it, might have affected his, her or its decision with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement, and any Settled Defendants' Claims which any Defendant does not know or expect to exist in his or its favor; which if known by him or it might have affected his or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendants' Claims, the Settling Parties have stipulated and agreed that upon the Effective Date, the Lead Plaintiff and Defendants will expressly waive, and each Class Member will be deemed to have and by operation of the Order and Final Judgment will have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

If you desire, please read the Stipulation of Settlement at the website (or call for a copy of it) for a fuller explanation of the definition of "Settled Claims", all of which you will be deemed to release if the Settlement is approved by the Court.

If you do not exclude yourself, you may sign and submit a Claim Form to claim a share in the Net Settlement Fund and this will be the only compensation from the Settlement you will receive for any losses you may have incurred from purchases of NexCen stock during the Class Period.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

#### **11. How do I exclude myself from the Settlement?**

If you do not want to receive a payment from this Settlement, and you want to keep the right to sue or continue to sue the Defendants with respect to the Settled Claims, then you must take steps to stay out of the Settlement. This is called excluding yourself from -- or "opting out" of -- the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Class Member from In re NexCen Brands, Inc. Securities Litigation, Case No. 08-CV-04906 (AKH). You must include your name, address, telephone number, e-mail address and your signature, along with an accurate list of all of your purchases and sales of NexCen Stock in the Class Period, including the dates of each purchase and sale, the number of shares in each transaction, and the amounts paid or received in each transaction (excluding commissions, taxes and other charges). You must mail your exclusion request, so that it is received no later than \_\_\_\_\_, 2011, to the following three addresses:

NexCen Brands Securities Litigation  
Claims Administrator

<b>CLASS COUNSEL</b>
Lisa M. Mezzetti, Esq. Matthew B. Kaplan, Esq. COHEN MILSTEIN SELLERS & TOLL PLLC 1100 New York Avenue, NW Suite 500 West Tower Washington, DC 200005

<b>DEFENSE COUNSEL</b>
Lori A. Martin, Esq. Jonathan A. Shapiro, Esq. David F. Olsky, Esq. David Burkoff, Esq. WILMER CUTLER PICKERING HALE AND DORR LLP 399 Park Avenue New York, NY 10022

You cannot exclude yourself by telephone or by e-mail or at the website.

If you properly exclude yourself, you will not receive a settlement payment, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this case.

**12. If I do not exclude myself, can I later sue Defendants on the same claims?**

No. Unless you exclude yourself, you give up any right to sue Defendants or the Released Parties for the Settled Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Class to continue your own lawsuit.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in this case?**

The Court appointed the law firm of Cohen Milstein Sellers & Toll PLLC to represent you and the other Class Members. These lawyers are called Lead Plaintiff's Counsel or Class Counsel. You will not be individually charged for the work of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for Cohen Milstein is provided above.

**14. How will the lawyers be paid?**

Class Counsel and counsel working under their direction have expended considerable time litigating this action on a contingent fee basis, and have paid for the expenses of the litigation themselves. As is customary in this type of litigation, they did so with the expectation that if they were successful in recovering money for the Class, they would receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund. Class Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses otherwise. Therefore, Class Counsel will file a motion asking the Court to make a payment of attorneys' fees in an amount up to 30% of the \$4,000,000 Settlement Amount and for reimbursement of their already paid or incurred litigation expenses not to exceed \$ \_\_\_\_\_. This request is in the range of fees awarded to counsel in other cases of this type. The Court may award less than these amounts. *Any amounts awarded by the Court will come out of the Settlement Fund.*

If the above amounts for fees and expenses are requested and approved by the Court, the average cost per share of NexCen Stock will be \$ \_\_\_\_.

On or before \_\_\_\_\_, 2011 the filed copy of Class Counsel's request for attorneys' fees and expenses will be available on the settlement website, [www.\\_\\_\\_\\_\\_](http://www._____).

**OBJECTING TO THE SETTLEMENT**

**15. How do I tell the Court that I do not like the Settlement or any part of it?**

If you are a Class Member, you can tell the Court you do not agree with the Settlement or any part of it, including the proposed Plan of Allocation, or the request for attorneys' fees and expenses to Class Counsel. You must mail a letter stating that you object to the Settlement in In re NexCen Brands, Inc. Securities Litigation, Case No. 08-CV-049-6 (AKH) and must include your name, address, telephone number, e-mail address, signature, a list of your purchases and sales of NexCen Stock in the Class Period in order to show your membership in the Class, and all of the reasons you object to the Settlement or any part of it or any request for payment. Be sure to mail the letter to the following three addresses, or otherwise file or deliver it so that it is received no later than \_\_\_\_\_, 2011, so the Court will consider your views:

COURT	CLASS COUNSEL
Clerk of the Court United States District Court Southern District of New York 500 Pearl Street New York, New York 10007	Lisa M. Mezzetti, Esq. Matthew B. Kaplan, Esq. COHEN MILSTEIN SELLERS & TOLL PLLC 1100 New York Avenue, NW Suite 500 West Tower Washington, DC 200005

DEFENSE COUNSEL
Lori A. Martin, Esq. Jonathan A. Shapiro, Esq. David F. Olsky, Esq. David Burkoff, Esq. WILMER CUTLER PICKERING HALE AND DORR LLP 399 Park Avenue New York, NY 10022

**16. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement, the proposed Plan of Allocation, or the requests for attorneys' fees or expenses. You can object only if you stay in the Class. By contrast, requesting exclusion is telling the Court that you do not want to be part of the Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

**THE COURT'S FINAL SETTLEMENT HEARING**

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Settlement Hearing on \_\_\_\_\_, 2011, at \_\_\_\_:\_\_\_\_.m., at the United States District Court for the Southern District of New York, Courtroom 14D, 500 Pearl Street, New York, New York 10007.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel for attorneys' fees and expenses. The Court may adjourn or postpone the date of the hearing without further notice to the Class.

**18. Do I have to come to the hearing?**

No, although you are welcome to attend at your own expense. If you object to the Settlement in writing, and do so in compliance with the instructions set forth in this Notice, the Court will consider it, and you do not have to come to Court to talk about it. If, however, you, or an attorney you hire at your own cost, intend to appear and speak at the hearing, you must indicate that you will do so in the letter containing your objections or in a separate letter which must be sent to the same persons by the same deadline as noted in Question No. 15 above. You must indicate who will speak, any witnesses you will question and all evidence you will ask the Court to consider.

**IF YOU DO NOTHING**

**19. What happens if I do nothing at all?**

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, if the Settlement is approved, you or anyone acting or purporting to act on your behalf will be permanently and forever enjoined from prosecuting, attempting to prosecute, or assisting others in the prosecution of any Settled Claims against the Released Parties.

**20. How can I get more information about the Settlement and Class Counsel's request for attorneys' fees and expenses or Lead Plaintiff's request for a payment?**

This is only a summary of the Settlement and the other matters discussed here. You can get more information about the Settlement by contacting the Claims Administrator or Class Counsel at the addresses and numbers noted above. A copy of the full Stipulation and Agreement of Settlement, which has been filed with the Court, and all related documents can be found on the Claims Administrator's web site at [www.\\_\\_\\_\\_\\_](http://www._____.).

The papers submitted in support of the Settlement and Class Counsel's request for the Court's approval of an award of fees and expenses, will be filed by \_\_\_\_\_, 20\_\_ and posted on this website.

**PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

### **SPECIAL NOTICE TO NOMINEES**

If you purchased or otherwise acquired NexCen Stock during the Class Period for the beneficial interest of a person or organization other than yourself, the Court has directed that within twelve (12) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim form by first class mail to all such persons or entities, or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator.

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

In either case, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: \_\_\_\_\_, 2011.

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

**NexCen Brands, Inc. Securities Litigation  
Claims Administrator**

**PROOF OF CLAIM AND RELEASE**

**MUST BE POSTMARKED BY \_\_\_\_\_**

**IF YOU PURCHASED THE PUBLICLY-TRADED COMMON STOCK OF NEXCEN BRANDS, INC. DURING THE PERIOD FROM MARCH 13, 2007 THROUGH MAY 18, 2008 (THE "CLASS PERIOD"), YOU MAY BE A "CLASS MEMBER" AND THEREFORE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.**

**IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. HOWEVER, FILING A PROOF OF CLAIM IS NOT A GUARANTEE THAT YOU WILL SHARE IN THE PROCEEDS OF THE SETTLEMENT.**

**YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE ("PROOF OF CLAIM") AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN \_\_\_\_\_, 2011 TO \_\_\_\_\_, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:**

**NexCen Brands, Inc. Securities Litigation  
Claims Administrator**

**YOUR FAILURE TO SUBMIT YOUR CLAIM BY \_\_\_\_\_, 2011 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY FROM THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL; SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.**

**IF YOU ARE A CLASS MEMBER AND DO NOT SUBMIT A PROOF OF CLAIM OR REQUEST EXCLUSION FROM THE CLASS, YOU WILL BE BOUND BY THE TERMS OF ANY ORDER AND JUDGMENT ENTERED IN THE LITIGATION.**

**DEFINITIONS AND INSTRUCTIONS**

**1. All capitalized terms used in this Proof of Claim and Release are defined in the Notice.**

**2. How To Identify Yourself For the Form:**

**You are a beneficial and record acquirer if you:**

- **Acquired NexCen common stock from March 13, 2007 through May 18, 2008 on a national securities exchange or an electronic quotation system, and**
- **Held the certificate(s) in your name.**

**You are the beneficial acquirer and a third party is the record acquirer if:**

- **The certificate(s) were registered in the name of a third party. A third party could be a nominee or brokerage firm.**

**Please Note: This Proof of Claim must be filed by the actual beneficial acquirer(s), or the legal representative of such acquirer(s), of the NexCen common stock purchased or sold in the Class Period.**

3. All joint purchasers of NexCen common stock must sign this Proof of Claim and Release. Executors, administrators, guardians, conservators and trustees must complete and sign this Proof of Claim on behalf of persons represented by them; a copy of proof of their authority must accompany this Proof of Claim, and their titles or capacities must be stated. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

4. Use Part II, entitled "Schedule of Transactions in NexCen Common Stock", to supply all required information regarding your ownership of and transaction(s) in NexCen common stock. If you need more space or additional schedules, attach separate sheets with all of the same information. Sign and print or type your name on each additional sheet.

5. List each purchase and sale from March 13, 2007 through May 18, 2008, separately and in chronological order, by trade date. Start with the earliest date. You must accurately provide the month, day and year of each transaction you list, along with the quantity and selling price of all shares.

6. Any loans of NexCen common stock to persons engaged in a "short sale" are not considered a sale.

7. You must attach photocopies of the documentation of all your transactions in NexCen common stock. This includes any one of these documents: broker confirmation slips, broker statements, relevant portions of federal or state tax returns, or other documentation. Failure to provide this documentation will delay verification of your claim and could result in rejection of your claim. Please do not send original documents.

8. The Claims Administrator may request additional information as required to calculate your claim. If the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class, it may require the production of additional information.

**Notice Regarding Electronic Files:** Certain claimants with a large number of transactions, such as institutional holders, may ask (or be asked) to submit claim information in an electronic format. The Claims Administrator will decide when electronic filing of information will be authorized. In these cases, all claimants must also submit a manually-signed paper Proof of Claim and Release form, listing all transactions in NexCen common stock. Only electronic files authorized by the Claims Administrator will be considered properly submitted.

### CLAIMANT'S STATEMENT

1. I (we) purchased the publicly-traded common stock of NexCen Brands, Inc. ("NexCen") and was (were) damaged thereby.
2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Class Member(s) as defined above and in the Notice, or am (are) acting for such person(s); that I am (we are) not a Defendant in the Litigation; that I am (we are) not excluded from the Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion.
3. I (we) consent to the jurisdiction of the Court with respect to this Claim, the enforcement of all related releases, and all questions concerning the validity of this Claim. I (we) understand and agree that my (our) claim may be subject to verification on all issues, including investigation and discovery to determine my (our) status as a Class Member(s) and the validity and amount of my (our) claim.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of NexCen common stock during the Class Period, and each sale, if any, of such securities. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase, sale or retention of NexCen common stock listed below in support of my (our) claim.
6. Upon the occurrence of the Court's approval of the Settlement and its Effective Date, as detailed in the Notice, I (we) agree and acknowledge that I (we) am (are) bound by the terms of any judgment in the Litigation, and my (our) signature(s) on this document will effect and constitute a full and complete release, remise and discharge by me (us) and my (our) current and former heirs, executors, administrators, successors, attorneys, legal representatives, and assigns of each of the "Released Parties" of all "Settled Claims," as defined in the Notice. If I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, this release is made by it, him, her or them, and by its, his, her or their current and former heirs, executors, administrators, successors, attorneys, legal representatives, and assigns.

**Note:** This means that you are giving up all rights to sue concerning the claims in this Litigation and all related claims, defined as the "Settled Claims". The "Released Parties" are NexCen, David S. Oros, Robert D'Loren, David Meister, and any of their current, former or future parents, subsidiaries, affiliates, partners, joint venturers, officers, directors, principals, shareholders, members, agents (acting in their capacity as agents), employees, attorneys, insurers, reinsurers, advisors, accountants, associates and/or any other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants and the current, former and future legal representatives, heirs, successors in interest or assigns of the Defendants. "Settled Claims" means any and all claims, debts, demands, liabilities, rights and causes of action of every nature and description whatsoever (including but not limited to any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation; whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims, (i) that have been asserted in the Litigation by the Lead Plaintiff and/or Class Members or any of

them against any of the Defendants; or (ii) that could have been alleged, asserted or contended in the Litigation, including but not limited to any claim arising out of or relating to any of the acts, omissions, misrepresentations, facts, events, matters, transactions or occurrences referred to in the Litigation or otherwise alleged, asserted or contended in the Litigation; provided, however, that with respect to (ii), Settled Claims do not include those wholly unrelated to the purchase, acquisition or holding of NexCen common stock; and provided, further, that Settled Claims do not include any claims to enforce any of the terms of the Stipulation of Settlement or of the Order and Final Judgment.

Please read the Notice for a much more complete definition of these terms.

7. I (we) have not submitted any other claim covering the same acquisitions or sales of NexCen common stock. I (we) know of no other Person having done so on my (our) behalf.

**I. CLAIMANT INFORMATION**

Name:		
Address:		
City	State	ZIP
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.)
Check One:	<div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> Individual</div> <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> Joint Owners (if any, identify here):</div> <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> IRA</div> <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> Estate</div> <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> Corporation</div> <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> Other (please specify):</div>	

**II. SCHEDULE OF TRANSACTIONS IN NEXCEN BRANDS, INC. COMMON STOCK****Opening Holdings:**

State the total number of shares of NexCen common stock owned at the close of trading on March 12, 2007, long or short.

**Purchases:**

Separately list each and every open market purchase of NexCen common stock during the period from March 13, 2007 through May 18, 2008 and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

**Sales:**

Separately list each and every sale of NexCen common stock during the period from March 13, 2007 through May 18, 2008 and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

**Ending Holdings:**

State the total number of shares of NexCen common stock owned at the close of trading on May 18, 2008, long or short (*must be documented*).

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.

**III. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for Individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

**IV. CERTIFICATION**

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, each must sign):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. beneficial  
purchaser(s), executor, administrator, trustee, etc.)  
Please enclose proof of authority to file.

Date: \_\_\_\_\_

**THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN \_\_\_\_\_, 2011 AND MUST BE  
MAILED TO:**

**NexCen Brands Securities Litigation  
Claims Administrator**

A Proof of Claim received by the Claims Administrator will be deemed to have been submitted when posted, if mailed by first-class mail by \_\_\_\_\_, 2011 and if a postmark is indicated on the envelope. In all other cases, a Proof of Claim will be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please be patient.

**REMINDER CHECKLIST**

- Please be sure to sign this Proof of Claim on page \_\_\_\_\_. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach copies of supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim or any supporting documents.
- If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X :  
IN RE NEXCEN BRANDS, INC. : Master File No. 1:08-CV-04906 (AKH)  
SECURITIES LITIGATION :  
-----X :

**SUMMARY NOTICE OF PENDENCY AND PROPOSED CLASS  
ACTION SETTLEMENT**

**TO: ALL PERSONS OR ENTITIES WHO PURCHASED THE PUBLICLY-TRADED  
COMMON STOCK OF NEXCEN BRANDS, INC. FROM MARCH 13, 2007  
THROUGH MAY 18, 2008, AND WHO WERE ALLEGEDLY DAMAGED  
THEREBY**

YOU ARE HEREBY NOTIFIED that this class action is pending and that a settlement of it for \$4,000,000 has been proposed. A hearing will be held on \_\_\_\_\_ at \_\_\_\_\_.m. in Courtroom 14D before the Honorable Alvin K. Hellerstein, United States District Judge of the Southern District of New York, 500 Pearl Street, New York, New York 10007 (the "Settlement Hearing") for the purpose of determining: (1) whether the proposed settlement should be approved by the Court as fair, reasonable, and adequate; (2) whether the proposed plan for distribution of the settlement proceeds is fair, reasonable and adequate; (3) whether the application for an award of attorneys' fees of up to 30% of the settlement amount and reimbursement of expenses of not more than \$\_\_\_\_\_ should be approved; and (4) whether the litigation and all the claims against the Defendants should be dismissed with prejudice.

IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND. If you think you may be a member of the Class but have not received the full printed

Notice of Pendency and Proposed Settlement of Class Action and the Proof of Claim and

Release form you may obtain copies of these documents by contacting:

NexCen Brands Securities Litigation

c/o \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

or by printing them at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). Motions and supporting papers explaining why the Lead Plaintiff and his counsel believe the Court should approve the settlement and the request for an award of attorneys' fees and reimbursement of expenses will be filed with the Court and posted at this website by \_\_\_\_\_, 2011 and posted at this website promptly thereafter.

For any questions or inquiries, other than requests for copies of the Notice and Proof of Claim, please contact Counsel for the Class:

Lisa M. Mezzetti  
Matthew B. Kaplan  
COHEN MILSTEIN SELLERS & TOLL PLLC  
1100 New York Avenue, N.W.  
Suite 500 West Tower  
Washington, D.C. 20005  
(202) 408-4600  
[www.cohenmilstein.com](http://www.cohenmilstein.com)

To participate in this settlement, you must submit a Proof of Claim no later than \_\_\_\_\_, 2011. You will be bound by the Order and Final Judgment rendered in the Litigation whether or not you file a claim. As more fully described in the Notice, if you wish to object to the proposed settlement or motion for fees and costs, or want to exclude yourself from

the Class, you can do so by filing a request; your objection or request for exclusion must be received by \_\_\_\_\_, 2011.

Further information may be obtained by directing your inquiry in writing to the Claims Administrator, XXXXXXXXXXXXXXXXXXXX, at the address listed above or through the website.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
REGARDING THIS NOTICE.**

DATED: \_\_\_\_\_

BY ORDER OF THE COURT

