

SECURITIES AND EXCHANGE COMMISSION

FORM 10-K/A

Annual report pursuant to section 13 and 15(d) [amend]

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FILER

XENONICS HOLDINGS, INC.

CIK: **1289550** | IRS No.: **000000000** | State of Incorporation: **NV** | Fiscal Year End: **0930**
Type: **10-K/A** | Act: **34** | File No.: **001-32469** | Film No.: **13550970**
SIC: **3640** Electric lighting & wiring equipment

Mailing Address

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CARLSBAD CA 92010

Business Address

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CARLSBAD CA 92010
760.477.8900

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

FORM 10-K/A

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended September 30, 2012

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____ .

Commission file number: 001-32469

XENONICS HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Nevada
**(State or other jurisdiction of
incorporation or organization)**

84-1433854
**(I.R.S. Employer
Identification Number)**

3186 Lionshead Avenue
Carlsbad, California
(Address of principal executive offices)

92010-4701
(Zip code)

Registrant's telephone number, including area code: (760) 477-8900

Securities registered pursuant to Section 12(b) of the Act: Common Stock, \$0.01 par value

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Exchange Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer,” and “smaller reporting company” in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act): Yes No

The aggregate market value of the common stock held by non-affiliates of the registrant as of March 31, 2012 (the last business day of the registrant’s most recently completed second fiscal quarter) was approximately \$5,658,000.

There were 24,975,929 shares of the registrant’s common stock outstanding on January 24, 2013.

EXPLANATORY NOTE

The purpose of this amendment is to include the information required by Part III of Form 10-K, which was omitted from the Company's Form 10-K as originally filed on December 21, 2012. Except as otherwise expressly set forth in this amendment, no portion of the Form 10-K filed on December 21, 2012 is being amended or updated by this amendment and this amendment does not reflect events that occurred after December 21, 2012.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Executive Officers and Directors

The directors and executive officers of the Company are as follows:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Alan P. Magerman	77	Chairman of the Board of Directors and Chief Executive Officer
Jeffrey P. Kennedy	58	Director, President and Chief Operating Officer
Richard S. Kay	70	Chief Financial Officer, Secretary and Treasurer
Allen K. Fox	76	Director
Brad J. Shapiro	58	Director

Directors are elected at each annual meeting of shareholders, and each executive officer serves until his resignation, death, or removal by the Board of Directors.

Alan P. Magerman. Mr. Magerman, age 77, founded Xenonics, Inc. in November 1996, and has been Chairman of Xenonics Holdings, Inc. since its acquisition of Xenonics, Inc. in July 2003. He served as Chief Executive Officer of Xenonics Holdings, Inc. from July 2003 through April 2005 and has served as our Chief Executive Officer from February 2009 to the present. Prior to founding Xenonics, Mr. Magerman was a founder and former chairman of Odyssey Sports, Inc., a privately held company engaged in the development and distribution of golf clubs from 1990 through 1995. Mr. Magerman was a consultant and director of NTN Communications, Inc. (NTN), a publicly held broadcasting and cable television company, from 1984 through 1997.

Mr. Magerman's diverse business experience provides him with a wide range of expertise that is valuable to the Board of Directors in confronting various business-related challenges and opportunities.

Jeffrey P. Kennedy. Mr. Kennedy, age 58, has been a director and the President and Chief Operating Officer of Xenonics, Inc. since June 1997. Mr. Kennedy has held the same positions with Xenonics Holdings, Inc. since the acquisition of Xenonics, Inc. in July 2003. Prior to joining Xenonics, Inc., Mr. Kennedy held a variety of management positions with Mobil Corporation, including General Manager of the Mobil Chemical Plastics Division. He was educated at the University of Maine, receiving a BS degree in chemistry and an MS degree in chemical engineering.

As our President and Chief Operating Officer, Mr. Kennedy has extensive knowledge about the Company which provides a valuable resource for the Board of Directors in connection with its decisions about the operations and future direction of the Company.

Richard S. Kay. Mr. Kay, age 70, joined Xenonics in May 2007 and has been the Chief Financial Officer, Secretary and Treasurer of Xenonics, Inc. since then. From February 2001 through October 2006 he held the position of Chief Executive Officer of Pacer Technology. Mr. Kay graduated from the University of Wisconsin - Milwaukee with a BBA and majored in Accounting and Military Science. Early in his career he worked as a CPA in Wisconsin and California.

Allen K. Fox. Mr. Fox, age 76, has been managing personal finances and providing consulting work for several public companies since 1995, and was elected as a director of the Company on July 1, 2010. Mr. Fox has also served as a director and/or officer for several charitable organizations during the last 40 years. He co-founded Odyssey Sports Co. in 1990 and was a director and an officer of that company. The company was sold in 1995. Mr. Fox also co-founded NYSE education company, Career Com, Corp. in 1969. He was a director and officer and sold his interest in 1989. From 1960 to 1969 he was a partner with an accounting firm. Mr. Fox graduated from Temple University in 1958.

Mr. Fox brings to the Board extensive experience in serving as an officer and a director of, and as a consultant to, numerous public and private companies. Mr. Fox's experience as a partner of an accounting firm also assists the Board in addressing accounting requirements with which the Company must comply.

Brad J. Shapiro. Mr. Shapiro, age 57, has been a principal in various businesses in the optical industry since 1990. He is currently a principal in C & E Vision Services, Inc, and Vision West, Inc., which together comprise the largest optical group purchasing organizations in the United States. He is also principal, co-founder and co-Chief Executive Officer of Rudy Project North America, L.P., the exclusive North American distributor of Rudy Project sport eyewear. From 1989 to 1990, Mr. Shapiro was a Managing Director of an investment-banking subsidiary of Cantor Fitzgerald and another investment banking firm. For seven years prior to that time, Mr. Shapiro was a corporate and securities lawyer at Skadden, Arps, Slate, Meagher & Flom, an international law firm, and certain other law firms. Mr. Shapiro has served as a director of the Company since July 1, 2010. Mr. Shapiro holds a B.A. in Political Science from the University of Michigan and received his J.D. degree from the University of Michigan Law School in December 1990.

Mr. Shapiro brings to the Board a diversified business and legal background that is valuable in analyzing various business related challenges and opportunities.

Code of Ethics

We have adopted a Code of Business Conduct and Ethics that applies to our principal executive officer, principal financial officer, and principal accounting officer or controller. You can obtain a copy of the Code, without charge, by writing to our Corporate Secretary at Xenonics Holdings, Inc., 3186 Lionshead Avenue, Suite 100, Carlsbad, California 92010. A copy of the Code is also available on our website at www.xenonics.com.

Audit Committee

The Audit Committee assists the Board of Directors in fulfilling its oversight responsibilities relating to:

The quality and integrity of our financial statements and reports;

The independent registered public accounting firm's qualifications and independence; and

The performance of our internal audit function and independent registered public accounting firm.

The Audit Committee appoints the independent registered public accounting firm, reviews with the independent registered public accounting firm the plans and results of the audit engagement, approves permitted non-audit services provided by our independent registered public accounting firm, and reviews the independence of the independent registered public accounting firm. The members of the Audit Committee are Messrs. Fox and Shapiro, each of whom is "independent" under the independence standards of both the NYSE Amex and the Securities and Exchange Commission (the "SEC"). The Board of Directors has determined that Mr. Fox is an "audit committee financial expert" as defined by the rules of the SEC. The Audit Committee's Charter is on our website at www.xenonics.com.

Compensation Committee

The Compensation Committee is authorized to review and make recommendations to the full Board of Directors relating to the annual salaries and bonuses of our officers and to determine in its sole discretion all grants of stock options, the exercise price of each option, and the number of shares to be issuable upon the exercise of each option under our stock option plans. The Committee also is authorized to interpret our stock option plans, to prescribe, amend and rescind rules and regulations relating to the plans, to determine the term and provisions of the respective option agreements, and to make all other determinations deemed necessary or advisable for the administration of the plans. The Compensation Committee's Charter is on our website at www.xenonics.com. The members of the Compensation Committee are Messrs. Fox and Shapiro.

Nominating and Governance Committee

The Nominating and Governance Committee assists our Board of Directors in discharging its duties relating to corporate governance and the compensation and evaluation of the Board. The purpose of the Committee is to (1) identify individuals who are qualified to become members of the Board, consistent with criteria approved by the Board, (2) select, or recommend for the Board's selection, the director nominees for each annual meeting of shareholders, (3) develop and recommend to the Board a set of corporate governance principles applicable to Xenonics, (4) oversee the annual evaluation of the Board and management, and (5) perform such other actions within the scope of the Committee's Charter as the Committee deems necessary or advisable. A copy of the Nominating and Governance Committee's Charter is available on our website at www.xenonics.com. The members of the Nominating and Governance Committee are Messrs. Fox and Shapiro.

The Nominating and Governance Committee has not established any specific minimum qualifications for director candidates or any specific qualities or skills that a candidate must possess in order to be considered qualified to be nominated as a director. Qualifications for consideration as a director nominee may vary according to the particular areas of expertise being sought as a complement to the existing Board composition. In making its nominations, our Nominating and Governance Committee generally will consider, among other things, an individual's business experience, industry experience, financial background, breadth of knowledge about issues affecting our company, time available for meetings and consultation regarding company matters and other particular skills and experience possessed by the individual. Although the Nominating and Governance Committee believes that director nominees should add to the range of backgrounds and experiences of the Company's directors, neither the Nominating and Governance Committee nor the Board of Directors has a policy regarding the consideration of diversity in identifying and evaluating director nominees.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934 requires our directors and executive officers, and persons who own more than 10% of the outstanding shares of our common stock (collectively, "Reporting Persons") to file reports of ownership and changes in ownership with the SEC. Reporting Persons are required by SEC regulations to furnish us with copies of all Section 16(a) forms that they file.

Based solely on our review of the copies of such forms received or written representations from the Reporting Persons, we believe that, with respect to the fiscal year ended September 30, 2012, all of the Reporting Persons complied with all applicable Section 16 filing requirements on a timely basis.

ITEM 11. EXECUTIVE COMPENSATION

Executive Compensation

The following table sets forth the compensation for the fiscal years ended September 30, 2012 and September 30, 2011 for services rendered to us (including our subsidiary, Xenonics, Inc.) by our Chief Executive Officer and our two most highly compensated executive officers other than our Chief Executive Officer:

Summary Compensation Table

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity	Nonqualified	All Other Compensation (\$)	Total (\$)
						Incentive Plan Compensation (\$)	Deferred Compensation Earnings (\$)		
Alan P. Magerman									
Chairman of the Board and	2012	\$249,598 ⁽¹⁾	–	–	–	–	–	–	\$249,598
Chief Executive Officer	2011	\$241,034 ⁽²⁾	\$12,500	–	–	–	–	–	\$253,534
Jeffrey P. Kennedy									
Chief Operating Officer,	2012	\$247,746 ⁽³⁾	–	–	–	–	–	–	\$247,746
President and Director	2011	\$261,037 ⁽⁴⁾	\$12,500	–	–	–	–	–	\$273,537
Richard S. Kay									
Chief Financial Officer	2012	\$150,000	–	–	–	–	–	–	\$150,000
	2011	\$150,000	\$5,000	–	–	–	–	–	\$155,000

(1) Includes \$23,470 for vacation pay benefits paid for days accrued.

(2) Includes \$21,948 for vacation pay benefits paid for days accrued.

(3) Includes \$21,617 for vacation pay benefits paid for days accrued.

(4) Includes \$41,951 for vacation pay benefits paid for days accrued.

Compensation of Directors

When Allen K. Fox and Brad J. Shapiro became directors on July 1, 2010, we agreed to compensate all non-employee directors for their services. We issued to each of Mr. Fox and Mr. Shapiro a stock option to purchase 20,000 shares of our common stock at an exercise price of \$0.65 per share, which vested immediately. We also agreed to pay each non-employee director \$5,000 as an annual director's fee, \$500 for each committee meeting attended (if such committee meeting was not held in conjunction with a Board meeting), and \$1,000 for each meeting of the Board of Directors attended.

The following table sets forth information concerning the compensation paid to our non-employee directors during our fiscal year ended September 30, 2012 for their services rendered as directors.

DIRECTOR COMPENSATION FOR FISCAL YEAR 2012

<u>Name</u>	<u>Fees Earned or Paid in Cash (\$)</u>	<u>Stock Awards (\$)</u>	<u>Option Awards (\$)</u>	<u>Non-Equity Incentive Plan Compensation (\$)</u>	<u>Nonqualified Deferred Compensation Earnings (\$)</u>	<u>All Other Compensation (\$)</u>	<u>Total (\$)</u>
Allen K. Fox	\$8,000					–	\$8,000
Brad J. Shapiro	\$10,000						\$10,000

Stock Option Grants

The following table sets forth information as of September 30, 2012 concerning unexercised options, unvested stock and equity incentive plan awards for each of the executive officers named in the Summary Compensation Table.

OUTSTANDING EQUITY AWARDS AT YEAR ENDED SEPTEMBER 30, 2012

Name	Grant Date	Option Awards				Stock Awards				
		Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unearned Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Shares, Units or Rights That Have Not Vested (#)	Unearned Shares, Units or Rights That Have Not Vested (\$)
Alan P. Magerman	7-29-03	150,000			\$ 0.88	07-29-13				
Chairman of the Board and Chief Executive Officer	3-24-09	200,000			\$ 0.65	3-23-14				
Total		350,000								
Jeffrey P. Kennedy	7-29-03	150,000			\$ 0.88	07-29-13				
Chief Operating Officer	3-24-09	125,000			\$ 0.65	3-23-14				
President and Director					\$ 0.65	8-31-15				
Total		275,000								
Richard S. Kay	3-24-09	40,000			\$ 0.65	3-23-14				
Chief Financial Officer	3-24-09	25,000			\$ 0.65	3-23-14				
Total		65,000								

Employment Agreements

Alan P. Magerman and Jeffrey P. Kennedy are our only employees who have employment agreements. Under his employment agreement, Mr. Magerman is to serve as the Chief Executive Officer of Xenonics, Inc., and Mr. Kennedy is to serve as President and Chief Operating Officer of Xenonics, Inc. Both employment agreements were entered into by Xenonics, Inc. as of January 1, 2003 and, as amended, are substantially identical. Neither employment agreement has a fixed term or expiration date. On December 15, 2010, the

Board of Directors approved an amendment to each agreement to provide that either party can terminate the agreement with 30 days written notice. However, in the event of termination by Xenonics without cause, the former officer's right to receive his base salary will continue for 36 months after the notice of termination. Both agreements provide for base compensation of \$180,000 per year, to be adjusted annually according to the Consumer Price Index.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth certain information regarding the beneficial ownership of our common stock as of January 24, 2013 by (1) each person who is known by us to own beneficially more than five percent of our outstanding common stock, (2) each of our current directors and director nominees, (3) the executive officers listed above in the Summary Compensation Table, and (4) all current executive officers and directors as a group. The number of shares and the percentage of shares beneficially owned by each such person or group, as set forth below, include shares of common stock that such person or group had the right to acquire on or within sixty days after January 24, 2013 pursuant to the exercise of vested and exercisable options or warrants. References to options or warrants in the footnotes to the table below include only options or warrants to purchase shares that were exercisable on or within sixty days after January 24, 2013.

Name of Beneficial Owner	Amount of Common		Percent of Ownership	
	Stock & Nature of Beneficial Ownership ⁽¹⁾		of Common Stock	
Alan P. Magerman	610,758	(2)	2.4	%
Jeffrey P. Kennedy	756,600	(3)	3.0	%
Richard S. Kay	85,000	(4)	*	
Allen K. Fox	138,000	(5)	*	
Brad J. Shapiro	539,245	(6)	2.2	%
All current executive officers and directors as a group (5 persons)	2,129,603	(7)	8.6	%

* Less than 1.0%

- (1) The number of shares of common stock issued and outstanding on January 24, 2013 was 24,975,929 shares.
- (2) Includes 350,000 shares that Alan P. Magerman, a director and officer of Xenonics Holdings, Inc., has the right to acquire pursuant to stock options.
- (3) Includes 275,000 shares that Jeffrey P. Kennedy, a director and officer of Xenonics Holdings, Inc., has the right to acquire pursuant to stock options.
- (4) Includes 65,000 shares that Richard S. Kay, an officer of Xenonics Holdings, Inc., has the right to acquire pursuant to stock options.
- (5) Includes 20,000 shares that Allen K. Fox, a director of Xenonics Holdings, Inc., has the right to acquire pursuant to stock options, plus 18,000 shares owned by his wife.
- (6) Includes the following shares with respect to which Brad J. Shapiro, a director of Xenonics Holdings, Inc., has shared voting and investment power: (i) 52,500 shares held by a trust for the benefit of Mr. Shapiro's sister and for which Mr. Shapiro serves as a trustee; (ii) 369,245 shares held by three trusts for the benefit of Mr. Shapiro's mother and for which Mr. Shapiro serves as a trustee; and (iii) 20,000 shares Mr. Shapiro has the right to acquire pursuant to stock options.

(7) Includes 730,000 shares that our current executive officers and directors have the right to acquire pursuant to stock options and warrants.

Equity Compensation Plan Information

The following table provides information as of September 30, 2012 with respect to securities that may be issued under our equity compensation plans.

<u>Plan Category</u>	<u>Number of securities to be issued upon exercise of outstanding options, warrants and rights</u>	<u>Weighted-average exercise price of outstanding options, warrants and rights</u>	<u>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))</u>
	<u>(a)</u>	<u>(b)</u>	<u>(c)</u>
Equity compensation plans approved by security holders	<u>805,000</u>	<u>\$ 0.73</u>	<u>1,521,000</u>
Equity compensation plans not approved by security holders	<u>100,000</u>	<u>\$ 0.50</u>	<u>—</u>
Total	<u>905,000</u>	<u>\$ 0.71</u>	<u>1,521,000</u>

The equity compensation plans approved by the security holders are the 2003 Stock Option Plan of Xenonics Holdings, Inc. and the 2004 Stock Incentive Plan of Xenonics Holdings, Inc. Except as described in the following paragraph, the Company had not adopted as of September 30, 2012, without the approval of security holders, any equity compensation plan under which securities of the issuer are authorized for issuance.

On November 11, 2009 the Company entered into an agreement with an independent firm to conduct institutional investor services for a period of one year. As part of this agreement the Company issued a five-year warrant, vested upon issuance, to purchase 100,000 shares of the Company's common stock at \$0.50 per share.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The Board of Directors has determined that directors Allen K. Fox and Brad J. Shapiro are each “independent” under the independence standards of both the NYSE Amex and the SEC.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

Aggregate fees billed to us by SingerLewak LLP with respect to our 2012 and 2011 fiscal years were as follows:

	<u>2012</u>	<u>2011</u>
Audit Fees	\$80,000	\$80,000
Audit-Related Fees	45,000	45,000
Tax Fees	–	–
All Other Fees	–	–
Total	<u>\$125,000</u>	<u>\$125,000</u>

In the above table, in accordance with the SEC’s definitions and rules, “audit fees” are fees that Xenonics Holdings, Inc. paid for professional services for the audit of our consolidated financial statements included in our Form 10-K and for services that are normally provided by the registered public accounting firm in connection with statutory and regulatory filings or engagements; “audit-related fees” are fees for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements; and “tax fees” are fees for tax compliance, tax advice and tax planning.

All of the audit-related services and other services described in the above table were pre-approved by our Audit Committee. The Audit Committee has adopted a pre-approval policy that provides for the pre-approval of all services performed for us by SingerLewak LLP. The policy authorizes the Audit Committee to delegate to one or more of its members pre-approval authority with respect to permitted services. Pursuant to this policy, the Audit Committee delegated such authority to the Chairman of the Audit Committee. All pre-approval decisions must be reported to the Audit Committee at its next meeting.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

<u>Exhibit Number</u>	<u>Description</u>
3.1	Restated Articles of Incorporation of Xenonics Holdings, Inc. (incorporated by reference to Exhibit 3.1 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-123221, filed on March 9, 2005).
3.2	Bylaws of Xenonics Holdings, Inc., formerly known as Digital Home Theater Systems, Inc. (incorporated by reference to Exhibit 3.3 to Amendment No. 1 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on June 30, 2004).
10.1	Lease between Xenonics Holdings, Inc. and Lionshead Investments, LLC dated October 27, 2008 (incorporated by reference to Exhibit 10.1 to the Annual Report on Form 10-KSB of Xenonics Holdings, Inc. filed on December 18, 2008).
10.3	Agreement for the License and Transfer of Intellectual Property Rights from Lightrays, Ltd. to Xenonics, Inc., dated March 27, 1997, between Xenonics, Inc. and Lightrays, Ltd. (incorporated by reference to Exhibit 10.9 to Amendment No. 2 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on August 16, 2004).
10.4	Amendment to Agreement for the License and Transfer of Intellectual Property Rights, dated April 23, 1998, between Xenonics, Inc. and Lightrays, Ltd. (incorporated by reference to Exhibit 10.10 to Amendment No. 2 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on August 16, 2004).
10.5	Form of Indemnification Agreement entered into between Xenonics Holdings, Inc. and its directors and certain officers (incorporated by reference to Exhibit 10.1 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on May 10, 2004).*
10.6	Employment Agreement between Xenonics, Inc. and Alan P. Magerman, dated January 1, 2003 (incorporated by reference to Exhibit 10.5 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on May 10, 2004).*
10.7	Amendment dated April 15, 2005 to Employment Agreement between Xenonics, Inc. and Alan P. Magerman (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K of Xenonics Holdings, Inc. filed on April 21, 2005).*
10.8	Employment Agreement between Xenonics, Inc. and Jeffrey Kennedy, dated January 1, 2003 (incorporated by reference to Exhibit 10.6 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on May 10, 2004).*
10.9	2003 Stock Option Plan of Xenonics Holdings, Inc. (incorporated by reference to Exhibit 10.4 to Amendment No. 1 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on June 30, 2004).*
10.10	Form of Option Agreement for the 2003 Stock Option Plan (incorporated by reference to Exhibit 4.3 to the Registration Statement on Form S-8 of Xenonics Holdings, Inc., File No. 333-125468, filed on June 3, 2005).*
10.11	2004 Stock Incentive Plan of Xenonics Holdings, Inc (incorporated by reference to Exhibit 10.12 to Post-Effective Amendment No. 1 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on February 17, 2005).*
10.12	Form of Option Agreement for the 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.13 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-123221, filed on March 9, 2005).*

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- 10.13 Securities Purchase Agreement dated as of April 1, 2010 between Xenonics Holdings, Inc. and the investors identified on the signature pages thereto (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Xenonics Holdings, Inc. filed on April 2, 2010).
- 10.14 Form of Warrant between Xenonics Holdings, Inc. and the investors who are parties to a Securities Purchase Agreement dated as of April 1, 2010 with Xenonics Holdings, Inc. (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Xenonics Holdings, Inc. filed on April 2, 2010).
- 10.15 Securities Purchase Agreement dated as of April 20, 2010 between Xenonics Holdings, Inc. and the investors identified on the signature pages thereto (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Xenonics Holdings, Inc. filed on April 22, 2010).
- 10.16 Amendment dated as of April 20, 2010 to Securities Purchase Agreement dated as of April 1, 2010 between Xenonics Holdings, Inc. and the investors identified on the signature pages thereto (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Xenonics Holdings, Inc. filed on April 22, 2010).
- 10.17 Form of Warrant between Xenonics Holdings, Inc. and the investors who are parties to a Securities Purchase Agreement dated as of April 20, 2010 with Xenonics Holdings, Inc. (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Xenonics Holdings, Inc. filed on April 22, 2010).
- 10.18 Form of Loan Extension Agreement dated as of December 20, 2012 between Xenonics Holdings, Inc. and Note Holders (incorporated by reference to Exhibit 10.18 to the Annual Report of Xenonics Holdings, Inc. filed on December 21, 2012).
- 10.19 Form of Promissory Note dated as of December 20, 2012 (incorporated by reference to Exhibit 10.19 to the Annual Report of Xenonics Holdings, Inc. filed on December 21, 2012).
- 10.20 Agreement dated as of January 22, 2013 among Xenonics Holdings, Inc. and the lenders named in such agreement regarding certain loans and loan extensions.
- 21.1 List of subsidiaries of Xenonics Holdings, Inc. (incorporated by reference to Exhibit 21.1 to the Registration Statement on Form SB-2 of Xenonics Holdings, Inc., File No. 333-115324, filed on May 10, 2004).
- 23.1 Consent of SingerLewak LLP (incorporated by reference to Exhibit 23.1 to the Annual Report of Xenonics Holdings, Inc. filed on December 21, 2012).
- 31.1 Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2 Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1 Certification of the Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 LLP (incorporated by reference to Exhibit 32.1 to the Annual Report of Xenonics Holdings, Inc. filed on December 21, 2012).
- 32.2 Certification of the Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (incorporated by reference to Exhibit 32.2 to the Annual Report of Xenonics Holdings, Inc. filed on December 21, 2012).

101 The following financial information from the Annual Report on Form 10-K of Xenonics Holdings, Inc. for the year ended September 30, 2012, formatted in XBRL (eXtensible Business Reporting Language): (1) Consolidated Balance Sheets as of September 30, 2012 and 2011; (2) Consolidated Statements of Operations for the years ended September 30, 2012 and 2011; (3) Consolidated Statements of Shareholders' Equity for the years ended September 30, 2012 and 2011; (4) Consolidated Statements of Cash Flows for years ended September 30, 2012 and 2011; and (5) Notes to Condensed Financial Statements (incorporated by reference to Exhibit 101 to the Annual Report of Xenonics Holdings, Inc. filed on December 21, 2012).**

* Denotes a management contract or compensatory plan or arrangement in which one or more directors or executive officers participate.

** Pursuant to Rule 406T of Regulation S-T, the information in Exhibit 101 (a) is "furnished" and is not deemed to be "filed" or part of a registration statement or prospectus for purposes of Section 11 or 12 of the Securities Act of 1933, as amended, (b) is deemed not to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and (c) is not otherwise subject to liability under those sections.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Xenonics Holdings, Inc.

Date: January 28, 2013

By: /s/ Alan P. Magerman

Alan P. Magerman

Chief Executive Officer

AGREEMENT

This Agreement is dated as of January 22, 2013 (the "Agreement") by and among
and Xenonics Holdings, Inc., a Nevada corporation (the "Company").

RECITALS

A. Each of and is the holder of a promissory note of the Company in the principal amount of \$500,000 (together the "Company Notes"). Each of the Company Notes (as extended) provides that principal is due on January 15, 2013, and each of the Company Notes is secured by substantially all of the assets of the Company.

B. Each of and has agreed to extend the maturity dates of the Company Notes to October 31, 2013 upon the terms and conditions as set forth herein.

C. Each of and is the holder of a promissory note of the Company in the principal amount of \$37,500, which promissory notes shall be repaid at the Closing.

D. , and have agreed to lend the Company an additional \$100,000, \$100,000, \$200,000, and \$50,000, respectively, upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. and each agree that, effective as of the Closing, the maturity date of the Company Notes shall be extended from January 15, 2013 to October 31, 2013. The Company Notes shall not be modified in any other respect except that the Company Notes shall bear interest at the rate of 13% per annum commencing on January 1, 2013, payable quarterly in arrears and shall be prepayable in accordance with the cash flow projection attached as Exhibit A hereto, and shall continue to be secured by substantially all of the assets of the Company.

2. At the Closing, , , and each agree to purchase \$100,000, \$100,000, \$200,000 and \$50,000, respectively, in principal amount of notes of the Company (the "Additional Notes"). The Additional Notes shall contain the terms and conditions set forth in the forms attached hereto as Exhibit "A". Each of the Additional Notes shall provide for a maturity date of October 31, 2013, interest at the rate of 13% per annum, payable quarterly in arrears and shall be secured by substantially all of the assets of the Company. At the Closing the Company shall repay the promissory notes described in Recital C above.

3. In consideration for the extension of the maturity date of the Company Notes as provided in Paragraph 1 above, at the Closing the Company shall issue to each of and five (5) year warrants to purchase 200,000 shares of Common Stock of the Company at an exercise price of \$.14 per share (the "Warrants"). In consideration for the loans evidenced by the Additional Notes, the Company shall issue to each of , , and , respectively, five (5) year warrants to purchase 100,000, 100,000, 200,000 and 50,000 shares of Common Stock of the Company at an exercise price of \$.14 per share (also "the Warrants").

4. The parties hereby agree that the Additional Notes shall also be secured by substantially all of the assets of the Company pari passu with the Company Notes.

5. The Closing of the transactions contemplated by this Agreement shall take place on January 22, 2013. At the Closing the Company shall issue the Additional Notes and the Warrants and _____, _____ and _____ shall wire transfer to the Company \$100,000, \$100,000, \$200,000 and \$50,000 respectively. The Company's wire transfer information is attached as Exhibit B hereto.

6. The Company represents to _____, _____ and _____ that the Company has filed all reports, schedules and other documents required to be filed by the Company under the Securities Exchange Act of 1934, as amended (the "SEC Reports") for the two years preceding the date hereof on a timely basis, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statement therein, not misleading.

7. Each of _____, _____, _____ and _____ severally, but not jointly, represents and warrants to, and covenants and agrees with, the Company as follows:

a. The Warrants and the shares of Common Stock issuable upon exercise of the Warrants are being acquired for his own account for investment only and not with a view towards the public sale or distribution thereof;

b. Each of _____, _____, _____ and _____ is (i) an "accredited investor" as that term is defined in Rule 501 of the General Rules and Regulations under the 1933 Act by reason of Rule 501(a)(3); (ii) experienced in making investments and loans of the kind described in this Agreement; (iii) able, by reason of the business and financial experience to protect his own interests in connection with the transactions described in this Agreement; and (iv) able to afford the entire loss of his investment;

c. All subsequent offers and sales of the Warrants and the shares of Common Stock issuable upon conversion of the Warrants by _____, _____, and _____, shall be made pursuant to registration under the 1933 Act or pursuant to an exemption from registration;

d. _____, _____, and _____ understand that the Warrants are being issued in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of each of _____, _____, and _____'s representations, warranties, agreements, acknowledgements and understandings set forth herein in order to determine the availability of such exemptions;

e. Each of _____, _____, and _____ has been furnished with all publicly available materials relating to the business, finances and operations of the Company, has been afforded the opportunity to ask questions of the Company and has received complete and satisfactory answers to such inquiries; and

f. Each of _____, _____, and _____ agrees that the Warrants and the shares of Common Stock issuable upon the exercise of the Warrants shall bear substantially the following legend:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT.”

(Signatures on following page)

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

XENONICS HOLDINGS, INC.

By: _____

Alan M. Magerman
Title: Chief Executive Officer

NEITHER THIS WARRANT NOR ANY OF THE SHARES OF COMMON STOCK ISSUED UPON ANY EXERCISE HEREOF HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY APPLICABLE STATE SECURITIES LAWS, AND NONE OF SUCH SECURITIES MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THIS WARRANT OR SUCH SHARES, AS APPLICABLE, UNDER SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THIS LEGEND SHALL BE ENDORSED UPON ANY WARRANT ISSUED IN EXCHANGE FOR THIS WARRANT.

Warrant to Purchase Shares of Common Stock

WARRANT TO PURCHASE COMMON STOCK
OF
XENONICS HOLDINGS, INC.

Warrant Shares 50,000

Issue Date: January 22, 2013

This certifies that, for value received, (the “Holder”), or registered assigns, is entitled, subject to the terms set forth below, to purchase from Xenonics Holdings, Inc., a Nevada corporation (the “Company”), at any time, and from time to time, during the term set forth in Section 1 below, fully paid, validly issued and nonassessable shares of the Company’s \$0.001 par value common stock (the “Common Stock”), upon surrender hereof, at the principal office of the Company, with the subscription form attached hereto duly executed, and simultaneous payment therefor in lawful money of the United States, at the Exercise Price as set forth in Section 2 below.

1. Term of Warrant. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part, at any time or from time to time, during the term commencing on the date hereof and ending January 21, 2018.

2. Number of Shares of Common Stock: Exercise Price.

- (a) During the term of this Warrant, this Warrant may be exercised for the purchase of shares of Common Stock.
- (b) The number of shares of Common Stock that can be purchased upon the exercise of this Warrant shall be Fifty Thousand (50,000).
- (c) The Exercise Price at which this Warrant may be exercised shall be \$.14 per share.

3. Exercise of Warrant.

(a) The purchase rights represented by this Warrant are exercisable by the Holder in whole or in part, at any time, or from time to time, during the term hereof as described in Section 1 above, by the surrender of this Warrant and the Notice of Exercise annexed hereto duly completed and executed on behalf of the Holder, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), upon payment in cash or by check acceptable to the Company of the purchase price of the shares of Common Stock to be purchased.

(b) This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise as provided above, and the person entitled to receive the shares of Common Stock issuable upon such exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on such date. As promptly as practicable on or after such date and in any event within ten (10) days thereafter, the Company at its expense shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of shares of Common Stock issuable upon such exercise. In the event that this Warrant is exercised in part, the Company at its expense will execute and deliver a new Warrant of like tenor exercisable for the number of shares of Common Stock for which this Warrant may then be exercised.

(c) All or any portion of the Exercise Price may be paid by surrendering this Warrant with a Notice of Exercise Form annexed hereto duly executed (a "Cashless Exercise"). In the event of a Cashless Exercise, the Holder shall exchange its Warrant for that number of shares of Common Stock determined by multiplying the number of shares of Common Stock for which the Holder desires to exercise this Warrant by a fraction, the numerator of which shall be the difference between the then current market price per share of the Common Stock and the Exercise Price, and the denominator of which shall be the then current market price per share of Common Stock. For purposes of any computation under this Section 3(c), the then current market price per share of Common Stock at any date shall be deemed to be the average for the ten consecutive business days immediately prior to the Cashless Exercise of the daily closing prices of the Common Stock on the principal national securities exchange on which the Common Stock is admitted to trading or listed, or if not then publicly traded, the fair market price of the Common Stock as determined in good faith by the Board of Directors of the Company.

4. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price then in effect multiplied by such fraction.

5. Replacement of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, upon surrender or cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor representing the right to subscribe for and purchase the shares of Common Stock which may be subscribed for and purchased hereunder. Any such new Warrant executed and delivered shall constitute an additional contractual obligation of the Company, whether or not this Warrant so lost, stolen, destroyed or mutilated shall be at any time enforceable by anyone.

6. Rights of Stockholders. The Holder shall not be entitled to vote or receive dividends or be deemed the holder of Common Stock or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until this Warrant shall have been exercised as provided herein.

7. Transfer of Warrant.

(a) Warrant Register. The Company will maintain a register (the "Warrant Register") containing the names and addresses of the Holder or Holders. Any Holder of this Warrant or any portion hereof may change its address as shown on the Warrant Register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be delivered or given by mail to such Holder as shown on the Warrant Register and at the address shown on the Warrant Register. Until this Warrant is transferred on the Warrant Register of the Company, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for the purpose of any exercise hereof or any distribution to the Holder and for all other purposes, notwithstanding any notice to the contrary.

(b) Warrant Agent. The Company may, by written notice to the Holder, appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 7(a) above, issuing the Common Stock or other securities then issuable upon the exercise of this Warrant, exchanging this Warrant, replacing this Warrant, or any or all of the foregoing. Thereafter, any such registration, issuance, exchange, or replacement, as the case may be, shall be made at the office of such agent.

(c) Transferability and Nonnegotiability of Warrant. This Warrant may not be transferred or assigned in whole or in part without compliance with all applicable federal and state securities laws by the transferor and the transferee (including the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, if such are requested by the Company). Subject to the provisions of this Warrant with respect to compliance with the Securities Act of 1933, as amended (the "Act"), title to this Warrant may be transferred by endorsement (by the Holder executing the Assignment Form annexed hereto) and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) Exchange of Warrant Upon a Transfer. On surrender of this Warrant for exchange, properly endorsed on the Assignment Form and subject to the provisions of this Warrant with respect to compliance with the Act, the Company at its expense shall issue to or on the order of the Holder a new warrant or warrants to purchase Common Stock, in substantially the form of this Warrant, in the name of the Holder or as the Holder (on payment by the Holder of any applicable transfer taxes) may direct, for the number of shares issuable upon exercise hereof. In the event of a partial transfer by a Holder, the Company shall issue to the holders one or more appropriate new warrants. The acceptance of the new warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a warrant.

(e) Compliance with Securities Laws. All shares of Common Stock issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form (in addition to any legend required by state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

Upon the registration, under the Act, of the securities issued upon exercise of the Warrant such legend shall be removed from the certificate evidencing such securities.

8. Registration.

(a) Piggyback Registration. The Company agrees that, other than a registration statement filed on Form S-8 or to register shares for selling shareholders to be prepared and filed within one of year of the date hereof, at any time on or before the Expiration Date the Company registers any of its securities under the Act, whether for its own account or on behalf of selling stockholders, the Company will provide the Holder with at least forty-five (45) days prior written notice of such intention and, upon request from the Holder, will cause the underlying shares issuable under this Warrant designated by the Holder to be registered under the Act (such event, a "Piggyback Registration").

(b) Piggyback Registration Procedures. A registration statement referred to in Section 8(a) shall be prepared and processed in accordance with the following terms and conditions:

(i) The Holder agrees to cooperate in furnishing promptly to the Company in writing, any information requested by the Company in connection with the preparation, filing and processing of such registration statement and shall provide the Company with an agreement of indemnification customary in offerings of this nature.

(ii) The Company shall include in the registration statement the shares of Common Stock proposed to be included in the Piggyback Registration subject to the limitations set forth in Section 8(c).

(iii) The Company shall prepare and file with the Securities and Exchange Commission (the “SEC”) such amendments and supplements to such registration statement and the prospectuses used in connections therewith as may be required to comply with the provisions of the Act.

(iv) The Company shall furnish to the Holder such number of copies of each prospectus, including preliminary prospectuses, in conformity with the requirements of the Act and such other documents, as the Holder may reasonably request in order to facilitate the public sale or other disposition of the shares owned by it.

(v) The Company shall provide a transfer agent and registrar for all such Common Stock registered pursuant to this Section 8 not later than the Effective Date of such registration statement.

(vi) The Company shall, in connection with an underwritten offering, enter into an underwriting agreement on terms customarily contained in underwriting agreements with respect to secondary distributions or combined primary and secondary distributions, as appropriate.

(vii) The Company shall make available for inspection upon reasonable terms by the Holder, any underwriter participating in any disposition pursuant to such registration statement, and any attorney, accountant, or other agent retained by such Holder or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company’s officers, directors and employees to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant or agent in connection with the preparation of such registration statement, provided that as a condition precedent to such inspection, the Company may require such inspecting party to execute and deliver a confidentiality agreement in a form to be provided by the Company.

(viii) The Holder shall not (until further notice) effect sales of the shares covered by the registration statement after receipt of telegraphic or written notice from the Company to suspend sales to permit the Company to correct or update registration statement or prospectus.

(c) Limitations. Notwithstanding the foregoing, if a Piggyback Registration is an underwritten offering and the managing underwriter advises the Company in writing that in its opinion the total amount of securities requested to be included in such registration exceeds the amount of securities which can be sold in such offering, the Company will include in such registration: (i) first, all securities the Company proposes to sell, and (ii) second, up to such amount of securities requested to be included in such registration by the Holders of the Company, which in the opinion of such managing underwriter can be sold.

(d) No Net Cash Settlement. Notwithstanding anything to the contrary herein, under no circumstances will the Company be required to net cash settle the exercise of this Warrant.

9. Notices. Whenever the Exercise Price or number of shares purchasable hereunder shall be adjusted pursuant to Section 11 hereof, the Company shall issue a certificate signed by a duly authorized officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the Exercise Price and number of shares purchasable hereunder after giving effect to such adjustment, and shall cause a copy of such certificate to be mailed (by first-class mail, postage prepaid) to the Holder of this Warrant.

10. Waivers and Amendments.

(a) Any term of this Warrant may be amended or waived only with the written consent of the Company and the Holder.

(b) No waivers of, or exceptions to, any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

11. Adjustments. The Exercise Price and the number of shares purchasable hereunder are subject to adjustment from time to time as follows:

(a) Merger, Sale of Assets, etc. If at any time while this Warrant, or any portion hereof, is outstanding and unexpired there shall be a: (i) reorganization (other than a combination, reclassification, exchange or subdivision of shares otherwise provided for herein), (ii) merger or consolidation of the Company with or into another corporation in which the Company is not the surviving entity, or a reverse triangular merger in which the Company is the surviving entity but the shares of the Company's capital stock outstanding immediately prior to the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (iii) sale or transfer of the Company's properties and assets as, or substantially as, an entirety to any other person, then, as a part of such reorganization, merger, consolidation, sale or transfer, lawful provision shall be made so that the Holder of this Warrant shall thereafter be entitled to receive upon exercise of this Warrant, during the period specified herein and upon payment of the Exercise Price then in effect, the number of shares of Common Stock or other securities or property of the successor corporation resulting from such reorganization, merger, consolidation, sale or transfer that a holder of the shares deliverable upon exercise of this Warrant would have been entitled to receive in such reorganization, consolidation, merger, sale or transfer if this Warrant had been exercised immediately before such reorganization, merger, consolidation, sale or transfer.

(b) Reclassification, etc. If the Company, at any time while this Warrant, or any portion hereof, remains outstanding and unexpired by reclassification of securities or otherwise, shall change any of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, this Warrant shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities that were subject to the purchase rights under this Warrant immediately prior to such reclassification or other change and the Exercise Price therefor shall be appropriately adjusted.

(c) Split, Subdivision or Combination of Shares. If the Company at any time while this Warrant, or any portion hereof, remains outstanding and unexpired shall split, subdivide or combine the securities as to which purchase rights under this Warrant exist, into a different number of securities of the same class, then (i) the Exercise Price for such securities shall be proportionately decreased in the case of a split or subdivision or proportionately increased in the case of a combination, and (ii) the number of shares issuable hereunder shall be proportionately increased or decreased, as the case may be, in both cases according to the ratio which the total number of shares of such security to be outstanding immediately after such event bears to the total number of shares of such security outstanding immediately prior to such event.

(d) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 11, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based.

12. Descriptive Headings and Governing Law. The descriptive headings of the several sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California without regard to conflicts of law provisions.

13. Speculative Value of Warrant. No Net Cash Settlement. It is understood and agreed by the Company and Holder that the Warrant as of the date of issuance has a speculative value and no definitive value can be expressed. Holder agrees that this Warrant does not provide for a net cash settlement under any circumstances.

IN WITNESS WHEREOF, XENONICS HOLDINGS, INC. has caused this Warrant to be executed by its officer thereunto duly authorized.

Dated: January 22, 2013

XENONICS HOLDINGS, INC.

By: _____

Name: Alan Magerman

Title: Chairman of the Board

NOTICE OF EXERCISE

To: XENONICS HOLDINGS, INC.

(1) The undersigned hereby elects to purchase [] shares of Common Stock of XENONICS HOLDINGS, INC., pursuant to the provisions of the attached Warrant, and tenders herewith payment of the purchase price for such shares in full.

(2) In exercising this Warrant, the undersigned hereby confirms and acknowledges that the shares of Common Stock to be issued are being acquired solely for the account of the undersigned and not as a nominee for any other party, and for investment, and that the undersigned will not offer, sell or otherwise dispose of any such shares of Common Stock except under circumstances that will not result in a violation of the Securities Act of 1933, as amended, or any applicable state securities laws.

(3) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

(Name)

(4) Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

Name:

Title:

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned registered owner of this Warrant hereby sells, assigns and transfers unto the Assignee named below all of the rights of the undersigned under the within Warrant, with respect to the number of shares of Common Stock set forth below:

NAME OF ASSIGNEE _____

ADDRESS _____

NO. OF SHARES _____

and does hereby irrevocably constitute and appoint _____ Attorney to make such transfer on the books of XENONICS HOLDINGS, INC., maintained for the purpose, with full power of substitution in the premises.

The undersigned also represents that, by assignment hereof, the Assignee acknowledges that this Warrant and the shares of stock to be issued upon exercise hereof are being acquired for investment and that the Assignee will not offer, sell or otherwise dispose of this Warrant or any shares of stock to be issued upon exercise hereof except under circumstances which will not result in a violation of the Securities Act of 1933, as amended, or any state securities laws. Further, the Assignee has acknowledged that upon exercise of this Warrant, the Assignee shall, if requested by the Company, confirm in writing, in a form reasonably satisfactory to the Company, that the shares of stock so purchased are being acquired for investment and not with a view toward distribution or resale.

Name: _____

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

Dated: _____

NEITHER THIS WARRANT NOR ANY OF THE SHARES OF COMMON STOCK ISSUED UPON ANY EXERCISE HEREOF HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY APPLICABLE STATE SECURITIES LAWS, AND NONE OF SUCH SECURITIES MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THIS WARRANT OR SUCH SHARES, AS APPLICABLE, UNDER SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THIS LEGEND SHALL BE ENDORSED UPON ANY WARRANT ISSUED IN EXCHANGE FOR THIS WARRANT.

Warrant to Purchase Shares of Common Stock

WARRANT TO PURCHASE COMMON STOCK
OF
XENONICS HOLDINGS, INC.

Warrant Shares 200,000

Issue Date: January 22, 2013

This certifies that, for value received, _____ (the “Holder”), or registered assigns, is entitled, subject to the terms set forth below, to purchase from Xenonics Holdings, Inc., a Nevada corporation (the “Company”), at any time, and from time to time, during the term set forth in Section 1 below, fully paid, validly issued and nonassessable shares of the Company’s \$0.001 par value common stock (the “Common Stock”), upon surrender hereof, at the principal office of the Company, with the subscription form attached hereto duly executed, and simultaneous payment therefor in lawful money of the United States, at the Exercise Price as set forth in Section 2 below.

1. Term of Warrant. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part, at any time or from time to time, during the term commencing on the date hereof and ending January 21, 2018.

2. Number of Shares of Common Stock: Exercise Price.

(a) During the term of this Warrant, this Warrant may be exercised for the purchase of shares of Common Stock.

(b) The number of shares of Common Stock that can be purchased upon the exercise of this Warrant shall be Two Hundred Thousand (200,000).

(c) The Exercise Price at which this Warrant may be exercised shall be \$.14 per share.

3. Exercise of Warrant.

(a) The purchase rights represented by this Warrant are exercisable by the Holder in whole or in part, at any time, or from time to time, during the term hereof as described in Section 1 above, by the surrender of this Warrant and the Notice of Exercise annexed hereto duly completed and executed on behalf of the Holder, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), upon payment in cash or by check acceptable to the Company of the purchase price of the shares of Common Stock to be purchased.

(b) This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise as provided above, and the person entitled to receive the shares of Common Stock issuable upon such exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on such date. As promptly as practicable on or after such date and in any event within ten (10) days thereafter, the Company at its expense shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of shares of Common Stock issuable upon such exercise. In the event that this Warrant is exercised in part, the Company at its expense will execute and deliver a new Warrant of like tenor exercisable for the number of shares of Common Stock for which this Warrant may then be exercised.

(c) All or any portion of the Exercise Price may be paid by surrendering this Warrant with a Notice of Exercise Form annexed hereto duly executed (a "Cashless Exercise"). In the event of a Cashless Exercise, the Holder shall exchange its Warrant for that number of shares of Common Stock determined by multiplying the number of shares of Common Stock for which the Holder desires to exercise this Warrant by a fraction, the numerator of which shall be the difference between the then current market price per share of the Common Stock and the Exercise Price, and the denominator of which shall be the then current market price per share of Common Stock. For purposes of any computation under this Section 3(c), the then current market price per share of Common Stock at any date shall be deemed to be the average for the ten consecutive business days immediately prior to the Cashless Exercise of the daily closing prices of the Common Stock on the principal national securities exchange on which the Common Stock is admitted to trading or listed, or if not then publicly traded, the fair market price of the Common Stock as determined in good faith by the Board of Directors of the Company.

4. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price then in effect multiplied by such fraction.

5. Replacement of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, upon surrender or cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor representing the right to subscribe for and purchase the shares of Common Stock which may be subscribed for and purchased hereunder. Any such new Warrant executed and delivered shall constitute an additional contractual obligation of the Company, whether or not this Warrant so lost, stolen, destroyed or mutilated shall be at any time enforceable by anyone.

6. Rights of Stockholders. The Holder shall not be entitled to vote or receive dividends or be deemed the holder of Common Stock or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until this Warrant shall have been exercised as provided herein.

7. Transfer of Warrant.

(a) Warrant Register. The Company will maintain a register (the "Warrant Register") containing the names and addresses of the Holder or Holders. Any Holder of this Warrant or any portion hereof may change its address as shown on the Warrant Register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be delivered or given by mail to such Holder as shown on the Warrant Register and at the address shown on the Warrant Register. Until this Warrant is transferred on the Warrant Register of the Company, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for the purpose of any exercise hereof or any distribution to the Holder and for all other purposes, notwithstanding any notice to the contrary.

(b) Warrant Agent. The Company may, by written notice to the Holder, appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 7(a) above, issuing the Common Stock or other securities then issuable upon the exercise of this Warrant, exchanging this Warrant, replacing this Warrant, or any or all of the foregoing. Thereafter, any such registration, issuance, exchange, or replacement, as the case may be, shall be made at the office of such agent.

(c) Transferability and Nonnegotiability of Warrant. This Warrant may not be transferred or assigned in whole or in part without compliance with all applicable federal and state securities laws by the transferor and the transferee (including the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, if such are requested by the Company). Subject to the provisions of this Warrant with respect to compliance with the Securities Act of 1933, as amended (the "Act"), title to this Warrant may be transferred by endorsement (by the Holder executing the Assignment Form annexed hereto) and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) Exchange of Warrant Upon a Transfer. On surrender of this Warrant for exchange, properly endorsed on the Assignment Form and subject to the provisions of this Warrant with respect to compliance with the Act, the Company at its expense shall issue to or on the order of the Holder a new warrant or warrants to purchase Common Stock, in substantially the form of this Warrant, in the name of the Holder or as the Holder (on payment by the Holder of any applicable transfer taxes) may direct, for the number of shares issuable upon exercise hereof. In the event of a partial transfer by a Holder, the Company shall issue to the holders one or more appropriate new warrants. The acceptance of the new warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a warrant.

(e) Compliance with Securities Laws. All shares of Common Stock issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form (in addition to any legend required by state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

Upon the registration, under the Act, of the securities issued upon exercise of the Warrant such legend shall be removed from the certificate evidencing such securities.

8. Registration.

(a) Piggyback Registration. The Company agrees that, other than a registration statement filed on Form S-8 or to register shares for selling shareholders to be prepared and filed within one of year of the date hereof, at any time on or before the Expiration Date the Company registers any of its securities under the Act, whether for its own account or on behalf of selling stockholders, the Company will provide the Holder with at least forty-five (45) days prior written notice of such intention and, upon request from the Holder, will cause the underlying shares issuable under this Warrant designated by the Holder to be registered under the Act (such event, a "Piggyback Registration").

(b) Piggyback Registration Procedures. A registration statement referred to in Section 8(a) shall be prepared and processed in accordance with the following terms and conditions:

(i) The Holder agrees to cooperate in furnishing promptly to the Company in writing, any information requested by the Company in connection with the preparation, filing and processing of such registration statement and shall provide the Company with an agreement of indemnification customary in offerings of this nature.

(ii) The Company shall include in the registration statement the shares of Common Stock proposed to be included in the Piggyback Registration subject to the limitations set forth in Section 8(c).

(iii) The Company shall prepare and file with the Securities and Exchange Commission (the “SEC”) such amendments and supplements to such registration statement and the prospectuses used in connections therewith as may be required to comply with the provisions of the Act.

(iv) The Company shall furnish to the Holder such number of copies of each prospectus, including preliminary prospectuses, in conformity with the requirements of the Act and such other documents, as the Holder may reasonably request in order to facilitate the public sale or other disposition of the shares owned by it.

(v) The Company shall provide a transfer agent and registrar for all such Common Stock registered pursuant to this Section 8 not later than the Effective Date of such registration statement.

(vi) The Company shall, in connection with an underwritten offering, enter into an underwriting agreement on terms customarily contained in underwriting agreements with respect to secondary distributions or combined primary and secondary distributions, as appropriate.

(vii) The Company shall make available for inspection upon reasonable terms by the Holder, any underwriter participating in any disposition pursuant to such registration statement, and any attorney, accountant, or other agent retained by such Holder or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company’s officers, directors and employees to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant or agent in connection with the preparation of such registration statement, provided that as a condition precedent to such inspection, the Company may require such inspecting party to execute and deliver a confidentiality agreement in a form to be provided by the Company.

(viii) The Holder shall not (until further notice) effect sales of the shares covered by the registration statement after receipt of telegraphic or written notice from the Company to suspend sales to permit the Company to correct or update registration statement or prospectus.

(c) Limitations. Notwithstanding the foregoing, if a Piggyback Registration is an underwritten offering and the managing underwriter advises the Company in writing that in its opinion the total amount of securities requested to be included in such registration exceeds the amount of securities which can be sold in such offering, the Company will include in such registration: (i) first, all securities the Company proposes to sell, and (ii) second, up to such amount of securities requested to be included in such registration by the Holders of the Company, which in the opinion of such managing underwriter can be sold.

(d) No Net Cash Settlement. Notwithstanding anything to the contrary herein, under no circumstances will the Company be required to net cash settle the exercise of this Warrant.

9. Notices. Whenever the Exercise Price or number of shares purchasable hereunder shall be adjusted pursuant to Section 11 hereof, the Company shall issue a certificate signed by a duly authorized officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the Exercise Price and number of shares purchasable hereunder after giving effect to such adjustment, and shall cause a copy of such certificate to be mailed (by first-class mail, postage prepaid) to the Holder of this Warrant.

10. Waivers and Amendments.

(a) Any term of this Warrant may be amended or waived only with the written consent of the Company and the Holder.

(b) No waivers of, or exceptions to, any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

11. Adjustments. The Exercise Price and the number of shares purchasable hereunder are subject to adjustment from time to time as follows:

(a) Merger, Sale of Assets, etc. If at any time while this Warrant, or any portion hereof, is outstanding and unexpired there shall be a: (i) reorganization (other than a combination, reclassification, exchange or subdivision of shares otherwise provided for herein), (ii) merger or consolidation of the Company with or into another corporation in which the Company is not the surviving entity, or a reverse triangular merger in which the Company is the surviving entity but the shares of the Company's capital stock outstanding immediately prior to the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (iii) sale or transfer of the Company's properties and assets as, or substantially as, an entirety to any other person, then, as a part of such reorganization, merger, consolidation, sale or transfer, lawful provision shall be made so that the Holder of this Warrant shall thereafter be entitled to receive upon exercise of this Warrant, during the period specified herein and upon payment of the Exercise Price then in effect, the number of shares of Common Stock or other securities or property of the successor corporation resulting from such reorganization, merger, consolidation, sale or transfer that a holder of the shares deliverable upon exercise of this Warrant would have been entitled to receive in such reorganization, consolidation, merger, sale or transfer if this Warrant had been exercised immediately before such reorganization, merger, consolidation, sale or transfer.

(b) Reclassification, etc. If the Company, at any time while this Warrant, or any portion hereof, remains outstanding and unexpired by reclassification of securities or otherwise, shall change any of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, this Warrant shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities that were subject to the purchase rights under this Warrant immediately prior to such reclassification or other change and the Exercise Price therefor shall be appropriately adjusted.

(c) Split, Subdivision or Combination of Shares. If the Company at any time while this Warrant, or any portion hereof, remains outstanding and unexpired shall split, subdivide or combine the securities as to which purchase rights under this Warrant exist, into a different number of securities of the same class, then (i) the Exercise Price for such securities shall be proportionately decreased in the case of a split or subdivision or proportionately increased in the case of a combination, and (ii) the number of shares issuable hereunder shall be proportionately increased or decreased, as the case may be, in both cases according to the ratio which the total number of shares of such security to be outstanding immediately after such event bears to the total number of shares of such security outstanding immediately prior to such event.

(d) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 11, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based.

12. Descriptive Headings and Governing Law. The descriptive headings of the several sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California without regard to conflicts of law provisions.

13. Speculative Value of Warrant. No Net Cash Settlement. It is understood and agreed by the Company and Holder that the Warrant as of the date of issuance has a speculative value and no definitive value can be expressed. Holder agrees that this Warrant does not provide for a net cash settlement under any circumstances.

IN WITNESS WHEREOF, XENONICS HOLDINGS, INC. has caused this Warrant to be executed by its officer thereunto duly authorized.

Dated: January 22, 2013

XENONICS HOLDINGS, INC.

By: _____

Name: Alan Magerman

Title: Chairman of the Board

NOTICE OF EXERCISE

To: XENONICS HOLDINGS, INC.

(1) The undersigned hereby elects to purchase [] shares of Common Stock of XENONICS HOLDINGS, INC., pursuant to the provisions of the attached Warrant, and tenders herewith payment of the purchase price for such shares in full.

(2) In exercising this Warrant, the undersigned hereby confirms and acknowledges that the shares of Common Stock to be issued are being acquired solely for the account of the undersigned and not as a nominee for any other party, and for investment, and that the undersigned will not offer, sell or otherwise dispose of any such shares of Common Stock except under circumstances that will not result in a violation of the Securities Act of 1933, as amended, or any applicable state securities laws.

(3) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

(Name)

(4) Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

Name:

Title:

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned registered owner of this Warrant hereby sells, assigns and transfers unto the Assignee named below all of the rights of the undersigned under the within Warrant, with respect to the number of shares of Common Stock set forth below:

NAME OF ASSIGNEE _____

ADDRESS _____

NO. OF SHARES _____

and does hereby irrevocably constitute and appoint _____ Attorney to make such transfer on the books of XENONICS HOLDINGS, INC., maintained for the purpose, with full power of substitution in the premises.

The undersigned also represents that, by assignment hereof, the Assignee acknowledges that this Warrant and the shares of stock to be issued upon exercise hereof are being acquired for investment and that the Assignee will not offer, sell or otherwise dispose of this Warrant or any shares of stock to be issued upon exercise hereof except under circumstances which will not result in a violation of the Securities Act of 1933, as amended, or any state securities laws. Further, the Assignee has acknowledged that upon exercise of this Warrant, the Assignee shall, if requested by the Company, confirm in writing, in a form reasonably satisfactory to the Company, that the shares of stock so purchased are being acquired for investment and not with a view toward distribution or resale.

Name: _____

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

Dated: _____

NEITHER THIS WARRANT NOR ANY OF THE SHARES OF COMMON STOCK ISSUED UPON ANY EXERCISE HEREOF HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY APPLICABLE STATE SECURITIES LAWS, AND NONE OF SUCH SECURITIES MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THIS WARRANT OR SUCH SHARES, AS APPLICABLE, UNDER SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THIS LEGEND SHALL BE ENDORSED UPON ANY WARRANT ISSUED IN EXCHANGE FOR THIS WARRANT.

Warrant to Purchase Shares of Common Stock

WARRANT TO PURCHASE COMMON STOCK
OF
XENONICS HOLDINGS, INC.

Warrant Shares 300,000

Issue Date: January 22, 2013

This certifies that, for value received, _____ (the “Holder”), or registered assigns, is entitled, subject to the terms set forth below, to purchase from Xenonics Holdings, Inc., a Nevada corporation (the “Company”), at any time, and from time to time, during the term set forth in Section 1 below, fully paid, validly issued and nonassessable shares of the Company’s \$0.001 par value common stock (the “Common Stock”), upon surrender hereof, at the principal office of the Company, with the subscription form attached hereto duly executed, and simultaneous payment therefor in lawful money of the United States, at the Exercise Price as set forth in Section 2 below.

1. Term of Warrant. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part, at any time or from time to time, during the term commencing on the date hereof and ending January 21, 2018.

2. Number of Shares of Common Stock: Exercise Price.

(a) During the term of this Warrant, this Warrant may be exercised for the purchase of shares of Common Stock.

(b) The number of shares of Common Stock that can be purchased upon the exercise of this Warrant shall be Three Hundred Thousand (300,000).

(c) The Exercise Price at which this Warrant may be exercised shall be \$.14 per share.

3. Exercise of Warrant.

(a) The purchase rights represented by this Warrant are exercisable by the Holder in whole or in part, at any time, or from time to time, during the term hereof as described in Section 1 above, by the surrender of this Warrant and the Notice of Exercise annexed hereto duly completed and executed on behalf of the Holder, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), upon payment in cash or by check acceptable to the Company of the purchase price of the shares of Common Stock to be purchased.

(b) This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise as provided above, and the person entitled to receive the shares of Common Stock issuable upon such exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on such date. As promptly as practicable on or after such date and in any event within ten (10) days thereafter, the Company at its expense shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of shares of Common Stock issuable upon such exercise. In the event that this Warrant is exercised in part, the Company at its expense will execute and deliver a new Warrant of like tenor exercisable for the number of shares of Common Stock for which this Warrant may then be exercised.

(c) All or any portion of the Exercise Price may be paid by surrendering this Warrant with a Notice of Exercise Form annexed hereto duly executed (a "Cashless Exercise"). In the event of a Cashless Exercise, the Holder shall exchange its Warrant for that number of shares of Common Stock determined by multiplying the number of shares of Common Stock for which the Holder desires to exercise this Warrant by a fraction, the numerator of which shall be the difference between the then current market price per share of the Common Stock and the Exercise Price, and the denominator of which shall be the then current market price per share of Common Stock. For purposes of any computation under this Section 3(c), the then current market price per share of Common Stock at any date shall be deemed to be the average for the ten consecutive business days immediately prior to the Cashless Exercise of the daily closing prices of the Common Stock on the principal national securities exchange on which the Common Stock is admitted to trading or listed, or if not then publicly traded, the fair market price of the Common Stock as determined in good faith by the Board of Directors of the Company.

4. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price then in effect multiplied by such fraction.

5. Replacement of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, upon surrender or cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor representing the right to subscribe for and purchase the shares of Common Stock which may be subscribed for and purchased hereunder. Any such new Warrant executed and delivered shall constitute an additional contractual obligation of the Company, whether or not this Warrant so lost, stolen, destroyed or mutilated shall be at any time enforceable by anyone.

6. Rights of Stockholders. The Holder shall not be entitled to vote or receive dividends or be deemed the holder of Common Stock or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until this Warrant shall have been exercised as provided herein.

7. Transfer of Warrant.

(a) Warrant Register. The Company will maintain a register (the "Warrant Register") containing the names and addresses of the Holder or Holders. Any Holder of this Warrant or any portion hereof may change its address as shown on the Warrant Register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be delivered or given by mail to such Holder as shown on the Warrant Register and at the address shown on the Warrant Register. Until this Warrant is transferred on the Warrant Register of the Company, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for the purpose of any exercise hereof or any distribution to the Holder and for all other purposes, notwithstanding any notice to the contrary.

(b) Warrant Agent. The Company may, by written notice to the Holder, appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 7(a) above, issuing the Common Stock or other securities then issuable upon the exercise of this Warrant, exchanging this Warrant, replacing this Warrant, or any or all of the foregoing. Thereafter, any such registration, issuance, exchange, or replacement, as the case may be, shall be made at the office of such agent.

(c) Transferability and Nonnegotiability of Warrant. This Warrant may not be transferred or assigned in whole or in part without compliance with all applicable federal and state securities laws by the transferor and the transferee (including the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, if such are requested by the Company). Subject to the provisions of this Warrant with respect to compliance with the Securities Act of 1933, as amended (the "Act"), title to this Warrant may be transferred by endorsement (by the Holder executing the Assignment Form annexed hereto) and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) Exchange of Warrant Upon a Transfer. On surrender of this Warrant for exchange, properly endorsed on the Assignment Form and subject to the provisions of this Warrant with respect to compliance with the Act, the Company at its expense shall issue to or on the order of the Holder a new warrant or warrants to purchase Common Stock, in substantially the form of this Warrant, in the name of the Holder or as the Holder (on payment by the Holder of any applicable transfer taxes) may direct, for the number of shares issuable upon exercise hereof. In the event of a partial transfer by a Holder, the Company shall issue to the holders one or more appropriate new warrants. The acceptance of the new warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a warrant.

(e) Compliance with Securities Laws. All shares of Common Stock issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form (in addition to any legend required by state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

Upon the registration, under the Act, of the securities issued upon exercise of the Warrant such legend shall be removed from the certificate evidencing such securities.

8. Registration.

(a) Piggyback Registration. The Company agrees that, other than a registration statement filed on Form S-8 or to register shares for selling shareholders to be prepared and filed within one of year of the date hereof, at any time on or before the Expiration Date the Company registers any of its securities under the Act, whether for its own account or on behalf of selling stockholders, the Company will provide the Holder with at least forty-five (45) days prior written notice of such intention and, upon request from the Holder, will cause the underlying shares issuable under this Warrant designated by the Holder to be registered under the Act (such event, a "Piggyback Registration").

(b) Piggyback Registration Procedures. A registration statement referred to in Section 8(a) shall be prepared and processed in accordance with the following terms and conditions:

(i) The Holder agrees to cooperate in furnishing promptly to the Company in writing, any information requested by the Company in connection with the preparation, filing and processing of such registration statement and shall provide the Company with an agreement of indemnification customary in offerings of this nature.

(ii) The Company shall include in the registration statement the shares of Common Stock proposed to be included in the Piggyback Registration subject to the limitations set forth in Section 8(c).

(iii) The Company shall prepare and file with the Securities and Exchange Commission (the “SEC”) such amendments and supplements to such registration statement and the prospectuses used in connections therewith as may be required to comply with the provisions of the Act.

(iv) The Company shall furnish to the Holder such number of copies of each prospectus, including preliminary prospectuses, in conformity with the requirements of the Act and such other documents, as the Holder may reasonably request in order to facilitate the public sale or other disposition of the shares owned by it.

(v) The Company shall provide a transfer agent and registrar for all such Common Stock registered pursuant to this Section 8 not later than the Effective Date of such registration statement.

(vi) The Company shall, in connection with an underwritten offering, enter into an underwriting agreement on terms customarily contained in underwriting agreements with respect to secondary distributions or combined primary and secondary distributions, as appropriate.

(vii) The Company shall make available for inspection upon reasonable terms by the Holder, any underwriter participating in any disposition pursuant to such registration statement, and any attorney, accountant, or other agent retained by such Holder or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company’s officers, directors and employees to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant or agent in connection with the preparation of such registration statement, provided that as a condition precedent to such inspection, the Company may require such inspecting party to execute and deliver a confidentiality agreement in a form to be provided by the Company.

(viii) The Holder shall not (until further notice) effect sales of the shares covered by the registration statement after receipt of telegraphic or written notice from the Company to suspend sales to permit the Company to correct or update registration statement or prospectus.

(c) Limitations. Notwithstanding the foregoing, if a Piggyback Registration is an underwritten offering and the managing underwriter advises the Company in writing that in its opinion the total amount of securities requested to be included in such registration exceeds the amount of securities which can be sold in such offering, the Company will include in such registration: (i) first, all securities the Company proposes to sell, and (ii) second, up to such amount of securities requested to be included in such registration by the Holders of the Company, which in the opinion of such managing underwriter can be sold.

(d) No Net Cash Settlement. Notwithstanding anything to the contrary herein, under no circumstances will the Company be required to net cash settle the exercise of this Warrant.

9. Notices. Whenever the Exercise Price or number of shares purchasable hereunder shall be adjusted pursuant to Section 11 hereof, the Company shall issue a certificate signed by a duly authorized officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the Exercise Price and number of shares purchasable hereunder after giving effect to such adjustment, and shall cause a copy of such certificate to be mailed (by first-class mail, postage prepaid) to the Holder of this Warrant.

10. Waivers and Amendments.

(a) Any term of this Warrant may be amended or waived only with the written consent of the Company and the Holder.

(b) No waivers of, or exceptions to, any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

11. Adjustments. The Exercise Price and the number of shares purchasable hereunder are subject to adjustment from time to time as follows:

(a) Merger, Sale of Assets, etc. If at any time while this Warrant, or any portion hereof, is outstanding and unexpired there shall be a: (i) reorganization (other than a combination, reclassification, exchange or subdivision of shares otherwise provided for herein), (ii) merger or consolidation of the Company with or into another corporation in which the Company is not the surviving entity, or a reverse triangular merger in which the Company is the surviving entity but the shares of the Company's capital stock outstanding immediately prior to the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (iii) sale or transfer of the Company's properties and assets as, or substantially as, an entirety to any other person, then, as a part of such reorganization, merger, consolidation, sale or transfer, lawful provision shall be made so that the Holder of this Warrant shall thereafter be entitled to receive upon exercise of this Warrant, during the period specified herein and upon payment of the Exercise Price then in effect, the number of shares of Common Stock or other securities or property of the successor corporation resulting from such reorganization, merger, consolidation, sale or transfer that a holder of the shares deliverable upon exercise of this Warrant would have been entitled to receive in such reorganization, consolidation, merger, sale or transfer if this Warrant had been exercised immediately before such reorganization, merger, consolidation, sale or transfer.

(b) Reclassification, etc. If the Company, at any time while this Warrant, or any portion hereof, remains outstanding and unexpired by reclassification of securities or otherwise, shall change any of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, this Warrant shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities that were subject to the purchase rights under this Warrant immediately prior to such reclassification or other change and the Exercise Price therefor shall be appropriately adjusted.

(c) Split, Subdivision or Combination of Shares. If the Company at any time while this Warrant, or any portion hereof, remains outstanding and unexpired shall split, subdivide or combine the securities as to which purchase rights under this Warrant exist, into a different number of securities of the same class, then (i) the Exercise Price for such securities shall be proportionately decreased in the case of a split or subdivision or proportionately increased in the case of a combination, and (ii) the number of shares issuable hereunder shall be proportionately increased or decreased, as the case may be, in both cases according to the ratio which the total number of shares of such security to be outstanding immediately after such event bears to the total number of shares of such security outstanding immediately prior to such event.

(d) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 11, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based.

12. Descriptive Headings and Governing Law. The descriptive headings of the several sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California without regard to conflicts of law provisions.

13. Speculative Value of Warrant. No Net Cash Settlement. It is understood and agreed by the Company and Holder that the Warrant as of the date of issuance has a speculative value and no definitive value can be expressed. Holder agrees that this Warrant does not provide for a net cash settlement under any circumstances.

IN WITNESS WHEREOF, XENONICS HOLDINGS, INC. has caused this Warrant to be executed by its officer thereunto duly authorized.

Dated: January 22, 2013

XENONICS HOLDINGS, INC.

By: _____

Name: Alan Magerman

Title: Chairman of the Board

NOTICE OF EXERCISE

To: XENONICS HOLDINGS, INC.

(1) The undersigned hereby elects to purchase [] shares of Common Stock of XENONICS HOLDINGS, INC., pursuant to the provisions of the attached Warrant, and tenders herewith payment of the purchase price for such shares in full.

(2) In exercising this Warrant, the undersigned hereby confirms and acknowledges that the shares of Common Stock to be issued are being acquired solely for the account of the undersigned and not as a nominee for any other party, and for investment, and that the undersigned will not offer, sell or otherwise dispose of any such shares of Common Stock except under circumstances that will not result in a violation of the Securities Act of 1933, as amended, or any applicable state securities laws.

(3) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

(Name)

(4) Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

Name:

Title:

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned registered owner of this Warrant hereby sells, assigns and transfers unto the Assignee named below all of the rights of the undersigned under the within Warrant, with respect to the number of shares of Common Stock set forth below:

NAME OF ASSIGNEE _____

ADDRESS _____

NO. OF SHARES _____

and does hereby irrevocably constitute and appoint _____ Attorney to make such transfer on the books of XENONICS HOLDINGS, INC., maintained for the purpose, with full power of substitution in the premises.

The undersigned also represents that, by assignment hereof, the Assignee acknowledges that this Warrant and the shares of stock to be issued upon exercise hereof are being acquired for investment and that the Assignee will not offer, sell or otherwise dispose of this Warrant or any shares of stock to be issued upon exercise hereof except under circumstances which will not result in a violation of the Securities Act of 1933, as amended, or any state securities laws. Further, the Assignee has acknowledged that upon exercise of this Warrant, the Assignee shall, if requested by the Company, confirm in writing, in a form reasonably satisfactory to the Company, that the shares of stock so purchased are being acquired for investment and not with a view toward distribution or resale.

Name: _____

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

Dated: _____

NEITHER THIS WARRANT NOR ANY OF THE SHARES OF COMMON STOCK ISSUED UPON ANY EXERCISE HEREOF HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY APPLICABLE STATE SECURITIES LAWS, AND NONE OF SUCH SECURITIES MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THIS WARRANT OR SUCH SHARES, AS APPLICABLE, UNDER SUCH ACT AND APPLICABLE LAWS OR SOME OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND APPLICABLE LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THIS LEGEND SHALL BE ENDORSED UPON ANY WARRANT ISSUED IN EXCHANGE FOR THIS WARRANT.

Warrant to Purchase Shares of Common Stock

WARRANT TO PURCHASE COMMON STOCK
OF
XENONICS HOLDINGS, INC.

Warrant Shares 300,000

Issue Date: January 22, 2013

This certifies that, for value received, _____ (the “Holder”), or registered assigns, is entitled, subject to the terms set forth below, to purchase from Xenonics Holdings, Inc., a Nevada corporation (the “Company”), at any time, and from time to time, during the term set forth in Section 1 below, fully paid, validly issued and nonassessable shares of the Company’ s \$0.001 par value common stock (the “Common Stock”), upon surrender hereof, at the principal office of the Company, with the subscription form attached hereto duly executed, and simultaneous payment therefor in lawful money of the United States, at the Exercise Price as set forth in Section 2 below.

1. Term of Warrant. Subject to the terms and conditions set forth herein, this Warrant shall be exercisable, in whole or in part, at any time or from time to time, during the term commencing on the date hereof and ending January 21, 2018.

2. Number of Shares of Common Stock: Exercise Price.

(a) During the term of this Warrant, this Warrant may be exercised for the purchase of shares of Common Stock.

(b) The number of shares of Common Stock that can be purchased upon the exercise of this Warrant shall be Three Hundred Thousand (300,000).

(c) The Exercise Price at which this Warrant may be exercised shall be \$.14 per share.

3. Exercise of Warrant.

(a) The purchase rights represented by this Warrant are exercisable by the Holder in whole or in part, at any time, or from time to time, during the term hereof as described in Section 1 above, by the surrender of this Warrant and the Notice of Exercise annexed hereto duly completed and executed on behalf of the Holder, at the office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company), upon payment in cash or by check acceptable to the Company of the purchase price of the shares of Common Stock to be purchased.

(b) This Warrant shall be deemed to have been exercised immediately prior to the close of business on the date of its surrender for exercise as provided above, and the person entitled to receive the shares of Common Stock issuable upon such exercise shall be treated for all purposes as the holder of record of such shares as of the close of business on such date. As promptly as practicable on or after such date and in any event within ten (10) days thereafter, the Company at its expense shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates for the number of shares of Common Stock issuable upon such exercise. In the event that this Warrant is exercised in part, the Company at its expense will execute and deliver a new Warrant of like tenor exercisable for the number of shares of Common Stock for which this Warrant may then be exercised.

(c) All or any portion of the Exercise Price may be paid by surrendering this Warrant with a Notice of Exercise Form annexed hereto duly executed (a "Cashless Exercise"). In the event of a Cashless Exercise, the Holder shall exchange its Warrant for that number of shares of Common Stock determined by multiplying the number of shares of Common Stock for which the Holder desires to exercise this Warrant by a fraction, the numerator of which shall be the difference between the then current market price per share of the Common Stock and the Exercise Price, and the denominator of which shall be the then current market price per share of Common Stock. For purposes of any computation under this Section 3(c), the then current market price per share of Common Stock at any date shall be deemed to be the average for the ten consecutive business days immediately prior to the Cashless Exercise of the daily closing prices of the Common Stock on the principal national securities exchange on which the Common Stock is admitted to trading or listed, or if not then publicly traded, the fair market price of the Common Stock as determined in good faith by the Board of Directors of the Company.

4. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. In lieu of any fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price then in effect multiplied by such fraction.

5. Replacement of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, upon surrender or cancellation of this Warrant, the Company at its expense shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor representing the right to subscribe for and purchase the shares of Common Stock which may be subscribed for and purchased hereunder. Any such new Warrant executed and delivered shall constitute an additional contractual obligation of the Company, whether or not this Warrant so lost, stolen, destroyed or mutilated shall be at any time enforceable by anyone.

6. Rights of Stockholders. The Holder shall not be entitled to vote or receive dividends or be deemed the holder of Common Stock or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until this Warrant shall have been exercised as provided herein.

7. Transfer of Warrant.

(a) Warrant Register. The Company will maintain a register (the "Warrant Register") containing the names and addresses of the Holder or Holders. Any Holder of this Warrant or any portion hereof may change its address as shown on the Warrant Register by written notice to the Company requesting such change. Any notice or written communication required or permitted to be given to the Holder may be delivered or given by mail to such Holder as shown on the Warrant Register and at the address shown on the Warrant Register. Until this Warrant is transferred on the Warrant Register of the Company, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for the purpose of any exercise hereof or any distribution to the Holder and for all other purposes, notwithstanding any notice to the contrary.

(b) Warrant Agent. The Company may, by written notice to the Holder, appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 7(a) above, issuing the Common Stock or other securities then issuable upon the exercise of this Warrant, exchanging this Warrant, replacing this Warrant, or any or all of the foregoing. Thereafter, any such registration, issuance, exchange, or replacement, as the case may be, shall be made at the office of such agent.

(c) Transferability and Nonnegotiability of Warrant. This Warrant may not be transferred or assigned in whole or in part without compliance with all applicable federal and state securities laws by the transferor and the transferee (including the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, if such are requested by the Company). Subject to the provisions of this Warrant with respect to compliance with the Securities Act of 1933, as amended (the "Act"), title to this Warrant may be transferred by endorsement (by the Holder executing the Assignment Form annexed hereto) and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) Exchange of Warrant Upon a Transfer. On surrender of this Warrant for exchange, properly endorsed on the Assignment Form and subject to the provisions of this Warrant with respect to compliance with the Act, the Company at its expense shall issue to or on the order of the Holder a new warrant or warrants to purchase Common Stock, in substantially the form of this Warrant, in the name of the Holder or as the Holder (on payment by the Holder of any applicable transfer taxes) may direct, for the number of shares issuable upon exercise hereof. In the event of a partial transfer by a Holder, the Company shall issue to the holders one or more appropriate new warrants. The acceptance of the new warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of a warrant.

(e) Compliance with Securities Laws. All shares of Common Stock issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form (in addition to any legend required by state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

Upon the registration, under the Act, of the securities issued upon exercise of the Warrant such legend shall be removed from the certificate evidencing such securities.

8. Registration.

(a) Piggyback Registration. The Company agrees that, other than a registration statement filed on Form S-8 or to register shares for selling shareholders to be prepared and filed within one of year of the date hereof, at any time on or before the Expiration Date the Company registers any of its securities under the Act, whether for its own account or on behalf of selling stockholders, the Company will provide the Holder with at least forty-five (45) days prior written notice of such intention and, upon request from the Holder, will cause the underlying shares issuable under this Warrant designated by the Holder to be registered under the Act (such event, a “Piggyback Registration”).

(b) Piggyback Registration Procedures. A registration statement referred to in Section 8(a) shall be prepared and processed in accordance with the following terms and conditions:

(i) The Holder agrees to cooperate in furnishing promptly to the Company in writing, any information requested by the Company in connection with the preparation, filing and processing of such registration statement and shall provide the Company with an agreement of indemnification customary in offerings of this nature.

(ii) The Company shall include in the registration statement the shares of Common Stock proposed to be included in the Piggyback Registration subject to the limitations set forth in Section 8(c).

(iii) The Company shall prepare and file with the Securities and Exchange Commission (the “SEC”) such amendments and supplements to such registration statement and the prospectuses used in connections therewith as may be required to comply with the provisions of the Act.

(iv) The Company shall furnish to the Holder such number of copies of each prospectus, including preliminary prospectuses, in conformity with the requirements of the Act and such other documents, as the Holder may reasonably request in order to facilitate the public sale or other disposition of the shares owned by it.

(v) The Company shall provide a transfer agent and registrar for all such Common Stock registered pursuant to this Section 8 not later than the Effective Date of such registration statement.

(vi) The Company shall, in connection with an underwritten offering, enter into an underwriting agreement on terms customarily contained in underwriting agreements with respect to secondary distributions or combined primary and secondary distributions, as appropriate.

(vii) The Company shall make available for inspection upon reasonable terms by the Holder, any underwriter participating in any disposition pursuant to such registration statement, and any attorney, accountant, or other agent retained by such Holder or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company’s officers, directors and employees to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant or agent in connection with the preparation of such registration statement, provided that as a condition precedent to such inspection, the Company may require such inspecting party to execute and deliver a confidentiality agreement in a form to be provided by the Company.

(viii) The Holder shall not (until further notice) effect sales of the shares covered by the registration statement after receipt of telegraphic or written notice from the Company to suspend sales to permit the Company to correct or update registration statement or prospectus.

(c) Limitations. Notwithstanding the foregoing, if a Piggyback Registration is an underwritten offering and the managing underwriter advises the Company in writing that in its opinion the total amount of securities requested to be included in such registration exceeds the amount of securities which can be sold in such offering, the Company will include in such registration: (i) first, all securities the Company proposes to sell, and (ii) second, up to such amount of securities requested to be included in such registration by the Holders of the Company, which in the opinion of such managing underwriter can be sold.

(d) No Net Cash Settlement. Notwithstanding anything to the contrary herein, under no circumstances will the Company be required to net cash settle the exercise of this Warrant.

9. Notices. Whenever the Exercise Price or number of shares purchasable hereunder shall be adjusted pursuant to Section 11 hereof, the Company shall issue a certificate signed by a duly authorized officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the Exercise Price and number of shares purchasable hereunder after giving effect to such adjustment, and shall cause a copy of such certificate to be mailed (by first-class mail, postage prepaid) to the Holder of this Warrant.

10. Waivers and Amendments.

(a) Any term of this Warrant may be amended or waived only with the written consent of the Company and the Holder.

(b) No waivers of, or exceptions to, any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

11. Adjustments. The Exercise Price and the number of shares purchasable hereunder are subject to adjustment from time to time as follows:

(a) Merger, Sale of Assets, etc. If at any time while this Warrant, or any portion hereof, is outstanding and unexpired there shall be a: (i) reorganization (other than a combination, reclassification, exchange or subdivision of shares otherwise provided for herein), (ii) merger or consolidation of the Company with or into another corporation in which the Company is not the surviving entity, or a reverse triangular merger in which the Company is the surviving entity but the shares of the Company's capital stock outstanding immediately prior to the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, or (iii) sale or transfer of the Company's properties and assets as, or substantially as, an entirety to any other person, then, as a part of such reorganization, merger, consolidation, sale or transfer, lawful provision shall be made so that the Holder of this Warrant shall thereafter be entitled to receive upon exercise of this Warrant, during the period specified herein and upon payment of the Exercise Price then in effect, the number of shares of Common Stock or other securities or property of the successor corporation resulting from such reorganization, merger, consolidation, sale or transfer that a holder of the shares deliverable upon exercise of this Warrant would have been entitled to receive in such reorganization, consolidation, merger, sale or transfer if this Warrant had been exercised immediately before such reorganization, merger, consolidation, sale or transfer.

(b) Reclassification, etc. If the Company, at any time while this Warrant, or any portion hereof, remains outstanding and unexpired by reclassification of securities or otherwise, shall change any of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, this Warrant shall thereafter represent the right to acquire such number and kind of securities as would have been issuable as the result of such change with respect to the securities that were subject to the purchase rights under this Warrant immediately prior to such reclassification or other change and the Exercise Price therefor shall be appropriately adjusted.

(c) Split, Subdivision or Combination of Shares. If the Company at any time while this Warrant, or any portion hereof, remains outstanding and unexpired shall split, subdivide or combine the securities as to which purchase rights under this Warrant exist, into a different number of securities of the same class, then (i) the Exercise Price for such securities shall be proportionately decreased in the case of a split or subdivision or proportionately increased in the case of a combination, and (ii) the number of shares issuable hereunder shall be proportionately increased or decreased, as the case may be, in both cases according to the ratio which the total number of shares of such security to be outstanding immediately after such event bears to the total number of shares of such security outstanding immediately prior to such event.

(d) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment pursuant to this Section 11, the Company at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder of this Warrant a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based.

12. Descriptive Headings and Governing Law. The descriptive headings of the several sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California without regard to conflicts of law provisions.

13. Speculative Value of Warrant. No Net Cash Settlement. It is understood and agreed by the Company and Holder that the Warrant as of the date of issuance has a speculative value and no definitive value can be expressed. Holder agrees that this Warrant does not provide for a net cash settlement under any circumstances.

IN WITNESS WHEREOF, XENONICS HOLDINGS, INC. has caused this Warrant to be executed by its officer thereunto duly authorized.

XENONICS HOLDINGS, INC.

Dated: January 22, 2013

By: _____

Name: Alan Magerman

Title: Chairman of the Board

NOTICE OF EXERCISE

To: XENONICS HOLDINGS, INC.

(1) The undersigned hereby elects to purchase [] shares of Common Stock of XENONICS HOLDINGS, INC., pursuant to the provisions of the attached Warrant, and tenders herewith payment of the purchase price for such shares in full.

(2) In exercising this Warrant, the undersigned hereby confirms and acknowledges that the shares of Common Stock to be issued are being acquired solely for the account of the undersigned and not as a nominee for any other party, and for investment, and that the undersigned will not offer, sell or otherwise dispose of any such shares of Common Stock except under circumstances that will not result in a violation of the Securities Act of 1933, as amended, or any applicable state securities laws.

(3) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

(Name)

(4) Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

Name:

Title:

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned registered owner of this Warrant hereby sells, assigns and transfers unto the Assignee named below all of the rights of the undersigned under the within Warrant, with respect to the number of shares of Common Stock set forth below:

NAME OF ASSIGNEE _____

ADDRESS _____

NO. OF SHARES _____

and does hereby irrevocably constitute and appoint _____ Attorney to make such transfer on the books of XENONICS HOLDINGS, INC., maintained for the purpose, with full power of substitution in the premises.

The undersigned also represents that, by assignment hereof, the Assignee acknowledges that this Warrant and the shares of stock to be issued upon exercise hereof are being acquired for investment and that the Assignee will not offer, sell or otherwise dispose of this Warrant or any shares of stock to be issued upon exercise hereof except under circumstances which will not result in a violation of the Securities Act of 1933, as amended, or any state securities laws. Further, the Assignee has acknowledged that upon exercise of this Warrant, the Assignee shall, if requested by the Company, confirm in writing, in a form reasonably satisfactory to the Company, that the shares of stock so purchased are being acquired for investment and not with a view toward distribution or resale.

Name: _____

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

Dated: _____

Promissory Note

\$50,000

January 22, 2013

FOR VALUE RECEIVED, the undersigned, Xenonics Holdings, Inc, ("Maker") hereby promises to pay to the order of _____, the principal amount of Fifty Thousand Dollars (\$50,000), together with interest thereon.

Interest shall accrue on the outstanding principal balance of this Note at the rate of 13% per annum, payable quarterly on June 15, 2013 and September 15, 2013.

The entire principal of this Note together with any accrued interest shall be due and payable on October 31, 2013, subject to prepayment at an earlier time in accordance with Maker's cash flow projections attached hereto as Exhibit A. In addition to the foregoing, this Note may be voluntarily prepaid from time to time, in whole or in part, without notice and without premium or penalty. All amounts owing by Maker hereunder shall be secured by substantially all of the assets of the Company.

If this Note is not paid in accordance with the terms hereof, Maker agrees to pay all costs and expenses of collection when incurred, including, without limitation, reasonable attorneys' fees and expenses and court costs.

Principal and interest shall be payable in lawful money of the United States and shall be made at such place as the holder hereof shall have designated to Maker in writing for such purpose.

This Note is being delivered and is intended to be performed in the State of California, and shall be governed by and construed and enforced in accordance with the laws of California.

XENONICS HOLDINGS, INC.

By: _____
Alan P. Magerman, Chairman

Promissory Note

\$100,000

January 22, 2013

FOR VALUE RECEIVED, the undersigned, Xenonics Holdings, Inc. ("Maker") hereby promises to pay to the order of _____, the principal amount of One Hundred Thousand Dollars (\$100,000), together with interest thereon.

Interest shall accrue on the outstanding principal balance of this Note at the rate of 13% per annum, payable quarterly on June 15, 2013 and September 15, 2013.

The entire principal of this Note together with any accrued interest shall be due and payable on October 31, 2013, subject to prepayment at an earlier time in accordance with Maker's cash flow projections attached hereto as Exhibit A. In addition to the foregoing, this Note may be voluntarily prepaid from time to time, in whole or in part, without notice and without premium or penalty. All amounts owing by Maker hereunder shall be secured by substantially all of the assets of the Company.

If this Note is not paid in accordance with the terms hereof, Maker agrees to pay all costs and expenses of collection when incurred, including, without limitation, reasonable attorneys' fees and expenses and court costs.

Principal and interest shall be payable in lawful money of the United States and shall be made at such place as the holder hereof shall have designated to Maker in writing for such purpose.

This Note is being delivered and is intended to be performed in the State of California, and shall be governed by and construed and enforced in accordance with the laws of California.

XENONICS HOLDINGS, INC.

By: _____
Alan P. Magerman, Chairman

Promissory Note

\$100,000

January 22, 2013

FOR VALUE RECEIVED, the undersigned, Xenonics Holdings, Inc. ("Maker") hereby promises to pay to the order of _____, the principal amount of One Hundred Thousand Dollars (\$100,000), together with interest thereon.

Interest shall accrue on the outstanding principal balance of this Note at the rate of 13% per annum, payable quarterly on June 15, 2013 and September 15, 2013.

The entire principal of this Note together with any accrued interest shall be due and payable on October 31, 2013, subject to prepayment at an earlier time in accordance with Maker's cash flow projections attached hereto as Exhibit A. In addition to the foregoing, this Note may be voluntarily prepaid from time to time, in whole or in part, without notice and without premium or penalty. All amounts owing by Maker hereunder shall be secured by substantially all of the assets of the Company.

If this Note is not paid in accordance with the terms hereof, Maker agrees to pay all costs and expenses of collection when incurred, including, without limitation, reasonable attorneys' fees and expenses and court costs.

Principal and interest shall be payable in lawful money of the United States and shall be made at such place as the holder hereof shall have designated to Maker in writing for such purpose.

This Note is being delivered and is intended to be performed in the State of California, and shall be governed by and construed and enforced in accordance with the laws of California.

XENONICS HOLDINGS, INC.

By _____
Alan P. Magerman, Chairman

Promissory Note

\$200,000

January 22, 2013

FOR VALUE RECEIVED, the undersigned, Xenonics Holdings, Inc. ("Maker") hereby promises to pay to the order of _____, the principal amount of Two Hundred Thousand Dollars (\$200,000), together with interest thereon.

Interest shall accrue on the outstanding principal balance of this Note at the rate of 13% per annum, payable quarterly on June 15, 2013 and September 15, 2013.

The entire principal of this Note together with any accrued interest shall be due and payable on October 31, 2013, subject to prepayment at an earlier time in accordance with Maker's cash flow projections attached hereto as Exhibit A. In addition to the foregoing, this Note may be voluntarily prepaid from time to time, in whole or in part, without notice and without premium or penalty. All amounts owing by Maker hereunder shall be secured by substantially all of the assets of the Company.

If this Note is not paid in accordance with the terms hereof, Maker agrees to pay all costs and expenses of collection when incurred, including, without limitation, reasonable attorneys' fees and expenses and court costs.

Principal and interest shall be payable in lawful money of the United States and shall be made at such place as the holder hereof shall have designated to Maker in writing for such purpose.

This Note is being delivered and is intended to be performed in the State of California, and shall be governed by and construed and enforced in accordance with the laws of California.

XENONICS HOLDINGS, INC.

By: _____
Alan P. Magerman, Chairman

Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act.

I, Alan P. Magerman, certify that:

1. I have reviewed this report on Form 10-K/A of Xenonics Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 28, 2013

/s/ Alan P. Magerman

Name: Alan P. Magerman

Title: Chief Executive Officer

Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act.

I, Richard S. Kay, certify that:

1. I have reviewed this report on Form 10-K/A of Xenonics Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: January 28, 2013

/s/ Richard S. Kay

Name: Richard S. Kay

Title: Chief Financial Officer