FORM 8-K

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NexCen Brands, Inc.

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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): February 28, 2007

NEXCEN BRANDS, INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

000-27707	20-2783217
(Commission File Number)	(IRS Employer Identification No.)
1330 Avenue of the Americas, 40th Floor, New York, NY	10019-5400
(Address of Principal Executive Offices)	(Zip Code)

(212) 277-1100
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 **Entry into a Material Definitive Agreement**

MaggieMoo's

On February 14, 2007, NexCen Brands, Inc., a Delaware corporation (the "Company"), and MM Acquisition Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("Merger Sub"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with MaggieMoo's International, LLC, a Delaware limited liability company ("MaggieMoo's"), Stuart Olsten, Jonathan Jameson, and the Securityholders' Representative. On February 28, 2007, in connection with the closing of the Merger described in Item 2.01 below, the Company entered into the following agreements:

The Company, Stuart Olsten and Jonathan Jameson entered into a voting agreement (the "Voting Agreement"). The Voting Agreement grants a power of attorney to a proxy holder designated by the Company's board of directors to vote or act by written consent with respect to the Company's common stock issued to the Stockholders in connection with the Merger.

The Company and holders of the outstanding limited liability company interests of MaggieMoo's (the "Securityholders") who received stock consideration in the Merger entered into a registration rights agreement ("Registration Rights Agreement"), which provides that the Company will file a registration statement within 180 days of the closing to register those shares of the Company's common stock owned by the Securityholders as a result of the Merger.

The foregoing descriptions of the Registration Rights Agreement and the Voting Agreement do not purport to be complete and are qualified in the entirety by the terms and conditions of each such agreement, which are filed as Exhibit 4.1 and 9.1 to this Current Report.

Marble Slab

On February 14, 2007, the Company, and NexCen Acquisition Corp., a Delaware corporation and wholly owned subsidiary of the Company ("NAC"), entered into a Asset Purchase Agreement (the "Purchase Agreement") with Marble Slab Creamery, Inc. ("Marble Slab") (NAC assigned all of its rights and obligations under the Purchase Agreement to NexCen Fixed Asset Company, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("NFAC"), and Marble Slab Franchise Brands, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("MSFB"), pursuant to an Assignment and Assumption Agreement, dated February 28, 2007). Pursuant to the Assignment and Assumption Agreement, NFAC assumed all of NAC's rights and obligations with respect to the tangible property and MSFB assumed all of the NAC's rights and obligations with respect to the intangible property.

On February 28, 2007, in connection with the closing of the acquisition described in Item 2.01 below, the Company issued a promissory note for $3.5 Million and a promissory note for $1.5 Million to Three-R Hankamer, Inc. (f/k/a Marble Slab). Except as otherwise provided in the promissory notes with respect to indemnity claims, the promissory notes accrue interest at an annual rate of 6% until maturity which is 12 months from the date of issuance. The Company has the right to withhold payment of principal due and owing under the promissory note with the principal amount of $1.5 Million, but only to the extent necessary to cover unpaid or outstanding indemnification claims at maturity.

The foregoing descriptions of the promissory notes do not purport to be complete and are qualified in the entirety by the terms and conditions of each such promissory note, which are filed as Exhibits 4.2 and 4.3 to this Current Report**.**

Item 2.01 Completion of Acquisition or Disposition of Assets

MaggieMoo's

On February 28, 2007, Merger Sub was merged with and into MaggieMoo's, and MaggieMoo's became a wholly owned subsidiary of the Company (the "Merger"). The Securityholders received initial consideration of approximately $16.1 million, consisting of cash of approximately $9.3 million and 234,242 shares of common stock of the Company, with an aggregate value of approximately $2.4 million based on the average closing price of the Company's common stock for fifteen trading days ending on (and including) the trading day prior to the date of the closing of the Merger of $10.21 per share. Of this amount, $3 million of stock and cash, in the same proportion as the ratio of stock and cash included in the initial consideration, was held back by the Company for two years to satisfy potential post-closing purchase price adjustments and indemnity claims. The Securityholders have the right to receive up to an additional $2 million of consideration in the form of an earn-out, payable on March 31, 2008. A copy of the Merger Agreement was filed previously as Exhibit 2.1 to the Current Report filed by the Company on February 21, 2007.

Marble Slab

On February 28, 2007, the Company, through NFAC and MSFB, completed the purchase of substantially all of the assets of Marble Slab used or intended for use in connection with the operation of the Marble Slab franchising system (the "Acquisition") for initial consideration of $21 million, all in accordance with the terms of the Purchase Agreement. This initial consideration consisted of cash of $16 million, and promissory notes totaling $5.0 million. A copy of the Purchase Agreement was filed previously as Exhibit 2.1 to the Current Report filed by the Company on February 21, 2007.

Item 3.02 Unregistered Sales of Equity Securities

MaggieMoo's

As consideration for the Merger described in Item 2.01 of this Current Report on Form 8-K, on February 28, 2007, the Company issued 234,242 shares of Company common stock to the Securityholders who received stock consideration in the Merger. In issuing these shares, the Company relied on an exemption from registration under Regulation 506 of the Securities Act of 1933, as amended.

Item 8.01 Other Events

On March 1, 2007, the Company issued a press release announcing the closing of the Merger and the Acquisition. A copy of the press release is attached as Exhibit 99.1 to this Current Report and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Businesses Acquired

The Company intends to provide the financial statements for the periods specified in Rule 3-05(b) of Regulation S-X under cover of a Form 8-K/A within the time allowed for such filing by Item 9.01(a)(4) of this Form 8-K.

(b) Pro Forma Financial Information

The Company intends to provide the pro forma financial information required by Article 11 of Regulation S-X under cover of a Form 8-K/A within the time allowed for such filing by Item 9.01(b)(2) of this Form 8-K.

(d) Exhibits

4.1 Registration Rights Agreement, dated February 28, 2007, by and among the Company and the Securityholders.

4.2 Promissory Note in the principal amount of $1,500,000 issued by the Company to Marble Slab Creamery, Inc.

4.3 Promissory Note in the principal amount of $3,500,000 issued by the Company to Marble Slab Creamery, Inc.

9.1 Voting Agreement, dated February 28, 2007, by and among the Company, Stuart Olsten and Jonathan Jameson.

99.1 Press Release of NexCen Brands, Inc., dated March 1, 2007.

SIGNATURES

According to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on March 6, 2007.

NEXCEN BRANDS, INC.

/s/ David Meister

By: David Meister

Its: Senior Vice President and Chief Financial Officer

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of February 28, 2007, is made by and among NexCen Brands, Inc., a Delaware corporation (the "Company"), and those Securityholders listed on *Exhibit A* hereto (collectively and together with any permitted assigns, the "Securityholders" and singularly a "Securityholder").

WHEREAS, the Company; MM Acquisition Sub, LLC, a Delaware limited liability company (the "Merger Sub"), MaggieMoo's International, LLC, a Delaware limited liability company ("MaggieMoo's"), and certain Securityholders have entered into that certain Agreement and Plan of Merger, dated as of February 14, 2007 (the "Merger Agreement"), pursuant to which the Company has agreed to acquire all of the outstanding membership interests of MaggieMoo's through the merger of Merger Sub with and into MaggieMoo's (the "Merger") in accordance with the applicable provisions of the Delaware Limited Liability Act (the "Act") and upon the terms and subject to the conditions set forth therein; and

WHEREAS, on the terms and conditions set forth in the Merger Agreement, the Company has agreed to grant to only those Securityholders receiving Buyer Shares as part of the Merger Consideration certain registration rights with respect to the shares of its common stock, par value $0.01 per share, issuable to the applicable Securityholder pursuant to the Merger Agreement, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Merger Agreement. For the purposes of this Agreement, the following terms shall have the respective meanings set forth below or elsewhere in this Agreement as referred to below:

"Additional Shares" shall mean those shares of Common Stock issued in satisfaction of the Earn-Out Payment and Holdback Amount as and to the extent provided in Sections 2.6 and 2.13 of the Merger Agreement.

"Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New York.

"Closing Shares" shall mean those shares of Common Stock issued to the Securityholders upon the Closing.

"Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Common Stock" shall mean common stock, par value $0.01 per share, of the Company.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended and in effect from time to time.

"Prospectus" means the prospectus (including any preliminary prospectus and/or any final prospectus filed pursuant to Rule 424(b) under the Securities Act and any prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance on Rule 430A, Rule 430B or Rule 430C under the Securities Act) included in a Registration Statement, as amended or supplemented by any prospectus supplement or any Issuer Free Writing Prospectus (as defined in Rule 433(h) under the Securities Act) with respect to the terms of the offering or any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to such prospectus, including all material incorporated by reference in such prospectus and all documents filed after the date of such prospectus by the Company under the Exchange Act and incorporated by reference therein.

"Registrable Securities" shall mean, collectively, the Closing Shares and Additional Shares issued to the Securityholders pursuant to the Merger Agreement, and any other securities issued or issuable with respect to the Closing Shares and Additional Shares by way of stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise; provided, however, that such Closing Shares and Additional Shares shall cease to be Registrable Securities for purposes of this Agreement when it no longer is a Restricted Security.

"Required Securityholders" shall mean, at the relevant time of reference thereto, those Securityholders holding, in the aggregate, fifty percent (50%) of the Registrable Securities then outstanding and then held by all Securityholders.

"Restricted Security" or "Restricted Securities" means any share of Common Stock except any that (i) has been registered pursuant to an effective registration statement under the Securities Act and sold in a manner contemplated by the prospectus included in such registration statement; (ii) has been transferred by the Holder in compliance with the resale provisions of Rule 144 under the Securities Act (or any successor provision thereto); or (iii) otherwise has been transferred by the Holder and a new certificate representing a share of Common Stock not subject to any stop transfer order or any other transfer restrictions has been delivered by or on behalf of the Company.

"Securities Act" shall mean the Securities Act of 1933, as amended and in effect from time to time.

2. Registration and Sale.

(a) Registration and Sale. Subject to the limitations set forth in this Section 2(a) and Sections 2(c) and 7(h) below, the Company shall file as soon as reasonably practicable after the Closing Date but in no event later than 120 days (the "Filing Date") of the Closing Date, a Registration Statement on Form S-3 (or comparable or successor short form registration statement or other registration statement should Form S-3 be unavailable) under the Securities Act to register for resale all Registrable Securities (a "Registration Statement"), unless the Company is unable to do so as a result of the Commission being unable to accept such filing due to unavoidable downtime of the EDGAR filing system through no fault of the Company and such obligation to file the Registration Statement shall be extended until such delay is resolved. The Company shall use its reasonable best efforts to cause each Registration Statement to become effective as soon as possible after filing and to remain effective for the period ending on the earlier of (x) the Termination Date (as defined below) and (y) the date on which there are no Registrable Securities covered by the Registration Statement, provided that the Company shall not be required to maintain the effectiveness of a Registration Statement to the extent that a subsequently filed Registration Statement registers the resale of the Registrable Securities.

(b) The Registration Statement shall be filed as a "shelf" registration statement pursuant to Rule 415 under the Securities Act (or any successor rule) and shall cover the disposition of all Registrable Securities covered by the Registration Statement in one or more underwritten offerings, block transactions, broker transactions, at-market transactions and in such other manner or manners as may reasonably be specified by the Required Securityholders. The Company shall use its reasonable best efforts to keep such Registration Statement continuously effective (in accordance with the last sentence of the first paragraph of this Section 2(a)(i)), and in furtherance of such obligation, shall supplement or amend such Registration Statement if, as and when required by the rules, regulations and instructions applicable to the form used by the Company for such registration or by the Securities Act or by any other rules and regulations thereunder applicable to shelf registrations.

(c) Blackout Periods.

(i) Notwithstanding anything to the contrary in this Agreement, if at any time after the filing of the Registration Statement, the Company, by written notice to the Securityholders (a "Suspension Notice"), may direct the Securityholders to suspend sales of the Registrable Securities pursuant to a Registration Statement for such times as the Company reasonably may determine is necessary and advisable (but in no event for more than (x) an aggregate of ninety (90) days in any rolling twelve (12) month period commencing on the date of this Agreement or (y) more than sixty (60) days in any rolling 90-day period), if any of the following events shall occur: (1) a majority of the Board of Directors of the Company shall have determined in good faith that (A) the offer or sale of any Registrable Securities would materially impede, delay or interfere with any material proposed financing, offer or sale of securities, acquisition, merger, tender offer, business combination, corporate reorganization or other significant transaction involving the Company or (B) after the advice of counsel, the sale of Registrable Securities pursuant to the Registration Statement would require disclosure of non-public material information not otherwise required to be disclosed under applicable law or (2) a majority of the Board of Directors of the Company shall have determined in good faith, after the advice of counsel, that the Company is required by law, rule or regulation to supplement the Registration Statement or file a post-effective amendment to the Registration Statement in order to incorporate information into the Registration Statement for the purpose of (A) including in the Registration Statement any prospectus required under Section 10(a)(3) of the Securities Act; (B) reflecting in the prospectus included in the Registration Statement any facts or events arising after the effective date of the Registration Statement (or of the most recent post-effective amendment) that, individually or in the aggregate, represents a fundamental change in the information set forth therein; or (C) including in the prospectus included in the Registration Statement any material information with respect to the plan of distribution not disclosed in the Registration Statement or any material change to such information. Any period in which the use of the Registration Statement has been suspended in accordance with this Section 2(c) is sometimes referred to herein as a "Blackout Period." Upon the occurrence of any such suspension, the Company shall use its reasonable best efforts to cause the Registration Statement to become effective or to promptly amend or supplement the Registration Statement on a post-effective basis or to take such action as is necessary to make resumed use of the Registration Statement, so as to permit the Securityholders to resume sales of the Registrable Securities as soon as possible.

(ii) The Securityholders shall not effect any sales of the Registrable Securities pursuant to such Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice (as defined below). If so directed by the Company, the Securityholders will deliver to the Company all copies (other than permanent file copies) then in the Securityholder's possession of the prospectus covering the Registrable Securities at the time of receipt of the Suspension Notice. The Securityholders may recommence effecting sales of the Registrable Securities pursuant to the Registration Statement (or such filings) following further notice to such effect (an "End of Suspension Notice") from the Company, which End of Suspension Notice shall be given by the Company to the Securityholders in the manner described above promptly following the conclusion of any Suspension Event and its effect. Until the End of Suspension Notice is so given to the Securityholders, the Company's obligations under Section 3 to update or keep current the Registration Statement and the Securityholders' right to sell Registrable Securities pursuant to the Registration Statement shall be suspended, provided that such suspension shall not exceed the periods specified in Section 2(c)(i) above.

(d) The Company shall be entitled to include in the Registration Statement filed or to be filed by the Company pursuant to Section 2(a) above shares of the capital stock of the Company to be sold by the Company for its own account or for the account of any other Securityholders of the Company except as and to the extent that, such inclusion would reduce the number of Registrable Securities registered on such Registration Statement.

3. Further Obligations of the Company. In connection with the Registration Statement, the Company agrees that it shall also use its best efforts to do the following:

(a) prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement and the prospectus used in connection therewith as may be necessary under applicable law to keep such Registration Statement effective for the applicable period; and cause each Prospectus to be supplemented by any required prospectus supplement or Issuer Free Writing Prospectus (as defined in Rule 433(h) under the Securities Act), and cause the Prospectus as so supplemented or any such Issuer Free Writing Prospectus, as the case may be, to be filed pursuant to Rule 424 or Rule 433, respectively (or any similar provision then in force) under the Securities Act and to comply with the provisions of the Securities Act, the Exchange Act and the rules and regulations applicable to it with respect to the disposition of all Registrable Securities covered by the Registration Statement in accordance with each Securityholder's intended method of disposition set forth in the Registration Statement;

(b) furnish to each Securityholder offering Registrable Securities under the Registration Statement (A) after the same is prepared and publicly distributed, filed with the Commission, or received by the Company, one copy of the Registration Statement, each Prospectus, each Issuer Free Writing Prospectus, and each amendment or supplement to any of the foregoing, and (B) such number of copies of the Prospectus, each Issuer Free Writing Prospectus, and all amendments and supplements thereto, as the Securityholders may reasonably request to facilitate the disposition of the Registrable Securities owned by the Securityholders;

(c) register or qualify the Registrable Securities covered by the Registration Statement under the securities or "blue sky" laws of such jurisdictions within the United States as each Securityholder shall reasonably request unless an available exemption to such registration or qualification requirements is then available; provided that the Company shall not be obligated to register or qualify such Registrable Securities in any jurisdiction in which such registration or qualification would require the Company (A) to subject itself to general taxation in any such jurisdiction, (B) file any general consent to service of process, or (C) to qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(c);

(d) timely file with the Commission such information as the Commission may prescribe under Sections 13 or 15(d) of the Exchange Act, and otherwise use commercially reasonable efforts to ensure that the public information requirements of Rule 144 under the Securities Act are satisfied with respect to the Company;

(e) notify the Securityholders promptly in writing (A) of any comments by the Commission with respect to the Registration Statement or the Prospectus, or any request by the Commission for the amending or supplementing thereof or for additional information with respect thereto, (B) of the issuance by the Commission of any stop order or other suspension of the effectiveness of the Registration Statement which is known to the Company or the initiation of any proceedings for that purpose which are known to the Company and (C) of the receipt by the Company of any notification with respect to the suspension of the qualification of such Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purposes; and

(f) as promptly as practicable after becoming aware of such event, notify the Securityholders of the occurrence of any event of which the Company has knowledge, as a result of which the Prospectus included in the Registration Statement, as then in effect, or any Issuer Free Writing Prospectus, taken as a whole with the Prospectus, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and to use its commercially reasonable efforts to promptly prepare an amendment to the Registration Statement and supplement to the Prospectus to correct such untrue statement or omission, and deliver a number of copies of such supplement or amendment to the Securityholders as the Securityholders may reasonably request.

4. Obligations of the Securityholders. In connection with the registration of the Registrable Securities, the Securityholders shall have the following obligations:

(a) It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement of the Registrable Securities of each Securityholder that such Securityholder shall furnish to the Company in writing such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect the registration of such Registrable Securities, and such Securityholder shall execute such documents in connection with such registration as the Company may reasonably request.

(b) The Securityholder, by such Securityholder's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of the Registration Statement hereunder, unless such Securityholder has notified the Company in writing of such Securityholder's election to exclude all of such Securityholder's Registrable Securities from the Registration Statement.

(c) The Securityholders shall not prepare or use any Free Writing Prospectus (as such term is defined in Rule 405 under the Securities Act) unless any and all issuer information included therein has been approved by the Company and such approval shall not be unreasonably delayed, conditioned or withheld.

(d) As promptly as practicable after becoming aware of such event, the Securityholders shall notify the Company of the occurrence of any event, as a result of which the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) Each Securityholder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Sections 3(e)(B), 3(e)(C) or 3(f) above, such Securityholder shall immediately discontinue its disposition of Registrable Securities pursuant to the Registration Statement.

(f) Each Securityholder shall take all other reasonable actions necessary to expedite and facilitate the disposition by the Securityholder of the Registrable Securities pursuant to the Registration Statement.

(g) The Securityholders hereby covenants and agrees that it will comply with any prospectus delivery requirements of the Securities Act applicable to it in connection with sales of Registrable Securities pursuant to the Registration Statement.

5. Expenses.

All expenses incurred by the Company in complying with its obligations under this Agreement shall be paid by the Company, except that the Company shall not be liable for any discounts or selling commissions to any underwriter in respect of the Registrable Securities sold by any Securityholders but shall be liable for the reasonable fees and expenses of one form of counsel for all the Securityholders (which fees and expenses shall not exceed $15,000 in the aggregate).

6. Indemnification and Contribution.

(a) Indemnification by the Company. If any Registrable Securities are registered for resale under the Securities Act pursuant to this Agreement, the Company shall indemnify and hold harmless each Securityholder of such Registrable Securities and such Securityholder's directors, officers, employees and agents, against any losses, claims, damages, liabilities or expenses, joint or several, to which such Securityholder or any such director, officer, employee or agent may become subject under the Securities Act or any other statute or at common law, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon (i) any untrue statement of any material fact contained, on the effective date thereof, in the registration statement under which such Registrable Securities were registered under the Securities Act or any final prospectus contained therein (in each case as amended or supplemented, including without limitation, any update pursuant to Rule 424(b) under the Securities Act), provided that such final prospectus was used to effect a sale by such Securityholder. (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or, with respect to any prospectus, necessary to make the statements therein in light of the circumstances under which they were made not misleading, or (iii) any violation by the Company of the Securities Act or state securities or blue sky laws applicable to the Company and relating to any action or inaction required of the Company in connection with such registration or qualification under such state securities or blue sky laws; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon any untrue statement or any omission made in such registration statement, final prospectus, or amendment or supplement based upon and in conformity with written information furnished to the Company by such Securityholder specifically for use in such registration statement, prospectus, or amendment or supplement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Securityholder or such director, officer, employee or agent.

(b) Securityholders' Indemnification. In connection with the Registration Statement, each such Securityholder will furnish to the Company such information as shall reasonably be requested by the Company for use in such registration statement or prospectus and shall severally, and not jointly, indemnify, to the extent permitted by law, the Company, its directors, officers, employees and agents against any losses, claims, damages, liabilities and expenses (under the Securities Act, at common law or otherwise), insofar as such losses, claims, damages, liabilities or expenses arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained on the effective date thereof in the Registration Statement, or any final prospectus included therein (in each case as amended or supplemented, including without limitation, any update pursuant to Rule 424(b) under the Securities Act), but only to the extent that such untrue statement of a material fact is contained in, or such material fact is omitted from, written information furnished by such Securityholder, specifically for use in such registration statement or prospectus; provided, however, that the obligations of such Securityholders hereunder shall be limited to an amount equal to the net proceeds to each Securityholder of Registrable Securities sold in connection with such registration.

(c) Indemnification Procedures. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof (an "Indemnification Notice"), but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party unless the indemnifying party is materially and adversely affected thereby. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 6(c) for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof. Notwithstanding the foregoing, the indemnified party shall have the right to employ its own counsel at its expense unless (i) the employment of such counsel shall have been authorized in writing by the indemnifying party or (ii) the attorneys for the indemnifying party shall have concluded that there are defenses available to the indemnified party that are different from or additional to those available to the indemnifying party and such counsel reasonably concludes that it is therefore unable to represent the interests of both the indemnified and indemnifying party (in which case the indemnifying party may employ separate counsel). In no event shall the indemnifying party be liable for fees and expenses of more than one counsel separate from its own counsel.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any holder of Registrable Securities exercising rights under this Agreement, or any controlling person of any such holder, makes a claim for indemnification pursuant to this Section 6 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 6 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any such selling holder or any such controlling person in circumstances for which indemnification is provided under this Section 6; then, and in each such case, the Company and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that such holder is responsible for the portion represented by the percentage that the public offering price of its Registrable Securities offered by the registration statement bears to the public offering price of all securities offered by such registration statement, and the Company is responsible for the remaining portion; provided, however, that, in any such case, (A) no such holder will be required to contribute any amount in excess of the net proceeds received by such holder from the sale of such Registrable Securities offered by it pursuant to such registration statement; and (B) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

7. Miscellaneous.

(a) Notices. All notices and other communications pursuant to this Agreement shall be in writing, either hand delivered or sent by certified or registered mail with charges prepaid or by commercial courier guaranteeing next business day delivery, or sent by facsimile, and shall be addressed:

(i) in the case of the Company, to the Company at its principal office set forth in the Merger Agreement; and

(ii) in the case of a Securityholder, to the address provided by such Securityholder to the Company.

Any notice or other communication pursuant to this Agreement shall be deemed to have been duly given or made and to have become effective (i) when delivered in hand to the party to which it was directed, (ii) if sent by facsimile and properly addressed in accordance with the foregoing provisions of this Section 7(a), when received by the addressee, (iii) if sent by commercial courier guaranteeing next business day delivery, on the business day following the date of delivery to such courier, or (iv) if sent by first-class mail, postage prepaid, and properly addressed in accordance with the foregoing provisions of this Section 7(a), (A) when received by the addressee, or (B) on the third business day following the day of dispatch thereof, whichever of (A) or (B) shall be the earlier.

(b) Assignment. The right to have the Company register Registrable Securities pursuant to this Agreement may be assigned or transferred only with the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed), and any such assignment or transfer without such consent shall be void and of no effect. In the event of any such permitted assignment or transfer by any Securityholder to any permitted transferee of all or any portion of such Registrable Securities, such transfer will be allowed only if: (a) the Securityholder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (b) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (i) the name and address of such transferee or assignee and (ii) the Registrable Securities with respect to which such registration rights are being transferred or assigned, (c) immediately following such transfer or assignment, the Registrable Securities so transferred or assigned to the transferee or assignee constitute Restricted Securities, (d) at or before the time the Company received the written notice contemplated by clause (b) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein, and (e) the Company is furnished with an opinion of counsel, which counsel and opinion shall be satisfactory to the Company, to the effect that the permitted assignment would be in compliance with the Securities Act and any applicable state or other securities laws.

(c) Amendment and Waiver. This Agreement may not be amended except by an instrument in writing signed by the Company and by the Required Securityholders. Any Securityholder may waive any of its, his or her rights under this Agreement (including, without limitation, such Securityholder's right to cause any other Person to comply with such other Person's obligations under this Agreement) only by an instrument in writing signed by such Securityholder; provided, however, that (i) any rights under this Agreement which inure to the benefit of any and all Securityholders (including, without limitation, the right of any and all Securityholders to cause any other Person to comply with such other Person's obligations under this Agreement) may be waived on behalf of any and all Securityholders by an instrument in writing signed by the Required Securityholders. Any waiver, pursuant to this Subsection 9(c), of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(d) Governing Law; Headings. This agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of law provisions of such state. The headings in this Agreement are for convenience only and shall not affect the construction hereof.

(e) Severability. In the event that any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. This Agreement and the Merger Agreement supersede all prior agreements and understandings between the parties with respect to the subject matter contained herein and therein.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

(h) Termination of Registration Rights. All of the Company's obligations to register Registrable Securities covered by a Registration Statement (including without limitation to keep the Registration Statement covering such Registrable Securities continuously effective) shall terminate, if not previously terminated pursuant to the terms of Section 2(a), upon the earlier of (x) two (2) years from the date of the effectiveness of such Registration Statement and (y) such date that each Securityholder may sell all of the Registrable Securities held by such Securityholder within a three-month period in accordance with Rule 144(d) (the "Termination Date"); provided that such Termination Date will be extended solely with respect to the Additional Shares for a period of one (1) year after receipt of such shares by the Securityholder; provided further that the Termination Date shall be extended for the Registrable Securities for a period of time equal to the length of: (1) any Blackout Periods; plus (2) a period of time of up to three months to the extent that the Required Securityholders determine in good faith and after consultation with the Company that an extension is so required due to market conditions; plus (3) the period during which a stop order issued by the Commission is in effect. The parties acknowledge and agree that any extension described above shall begin to run upon its occurrence regardless of whether a prior extension is in effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company and the Securityholders have executed this Agreement as of the date first above written.

NEXCEN BRANDS, INC.

By: /s/ Robert W. D'Loren
Name: Robert W. D'Loren
Title: Chief Executive Officer

SECURITYHOLDERS

By: /s/ Joseph F. Anderson
Name: Joseph F. Anderson

By: /s/ Terry Armacost
Name: Terry Armacost

By: /s/ E.A. Blechschmidt
Name: E.A. Blechschmidt

By: /s/ James M. Blue
Name: James M. Blue

By: /s/ Nicholas A. Boccella
Name: Nicholas A. Boccella

By: /s/ Andrew Friedman
Name: Andrew Friedman

By: /s/ Jon R. Jameson
Name: Jon R. Jameson

By: /s/ Bernard Katz
Name: Bernard Katz

By: /s/ Robert Kenzer
Name: Robert Kenzer

By: /s/ Michael F. Kickham
Name: Michael F. Kickham

By: /s/ Kathy Jo Little
Name: Kathy Jo Little

By: /s/ R.B. Loynd

Name: R.B. Loynd

By: /s/ James P. Maguire

Name: James P. Maguire

By: /s/ James P. Maguire, Jr.

Name: James P. Maguire, Jr.

By: /s/ Chris Maguire

Name: Chris Maguire

By: /s/ Patricia A. Maguire

Name: Patricia A. Maguire

By: /s/ Barry Mills

Name: Barry Mills

By: Ridgewood Partners

/s/ Richard Passen

Name: Richard Passen

By: /s/ Lawrence N. Salpeter

Name: Lawrence N. Salpeter

By: /s/ Michael Schechter

Name: Michael Schechter

By: /s/ Eric Segal

Name: Eric Segal

By: /s/ Laurie M. Shahon

Name: Laurie M. Shahon

By: /s/ Richard A. Smith

Name: Richard A. Smith

By: /s/ Thomas P. Stafford

Name: Thomas P. Stafford

By: /s/ Melissa A. Sullivan

Name: Melissa A. Sullivan

By: TSI Holding Company

/s/ James A. Morgan

Name: James A. Morgan

By: /s/ Michael H. Weiss

Name: Michael H. Weiss

By: /s/ Susan Wilkes

Name: Susan Wilkes

By: /s/ Stuart Olsten

Name: Stuart Olsten

By: /s/ Ira Quint

Name: Ira Quint

By: /s/ Ann M. Peters

Name: Ann M. Peters

By: /s/ Matthew J. Padberg

Name: Matthew J. Padberg,
(Trustee of GPP Residual Trust)

By: /s/ Leonard Wolf

Name: Leonard Wolf

By: GW Investments Partnership
/s/ Peter Weintraub

Name: Peter Weintraub

By: /s/ Kelly Finney /s/ Claudia Finney

Name: Kelly Finney/Claudia Finney

By: /s/ Stan Friedman

Name: Stan Friedman

By: /s/ Debbie Benedek

Name: Debbie Benedek

By: /s/ Paul John Stratmeyer

Name: Paul John Stratmeyer

By: /s/ Carol S. McCarthy

Name: Carol S. McCarthy

Exhibit A

Securityholders

Name of Securityholder
Joseph F. Anderson
Terry Armacost
Ed Blechschmidt
James M. Blue
Nicholas A. Boccella
Andrew Friedman
Jon R. Jameson
Bernard Katz
Robert Kenzer
Michael F. Kickham
Kathy Jo Little
R.B. Loynd
James P. Maguire
James P. Maguire, Jr.
Chris Maguire

Patricia A. Maguire
Barry Mills
Ridgewood Partners Richard Passen, G.P.
Lawrence N. Salpeter
Michael Schechter
Eric B. Segal
Laurie M. Shahon
Richard A. Smith
Thomas P. Stafford
Melissa A. Sullivan
TSI Holding Company *c/o James A. Morgan
Michael H. Weiss
Susan Wilkes
Stuart Olsten

Ira Quint Revocable Trust c/o Ira Quint
Ann M. Peters
GPP Residual Trust c/o Matthew J. Padberg
Leonard Wolf
GW Investments Partnership
Kelly Finney and Claudia Finney
Stan Friedman
Debbie Benedek
Paul John Stratmeyer
Carol S. McCarthy

PROMISSORY NOTE

$1,500,000.00 February 28, 2007

FOR VALUE RECEIVED, NexCen Brands, Inc. ("Company") hereby promises to pay to the order of Marble Slab Creamery, Inc., a Texas corporation ("Holder"), the principal sum of One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00), together with interest thereon calculated from the date hereof in accordance with the provisions of this note ("Note").

This Note is issued pursuant to that certain Asset Purchase Agreement, dated as of February 14, 2007, among NexCen Acquisition Corp. ("Buyer"), Holder, Holder's stockholders and the Company ("Purchase Agreement") pursuant to which Buyer acquired substantially all the assets and franchise operations of Holder (the "Business") and is the "Promissory Note" defined in the Purchase Agreement. This Note evidences the absolute and unconditional obligation of the Company, subject only to the right of set-off as specified in Section 11.

1. Scheduled Payments

(a) Principal. Subject to Section 11, the entire unpaid principal balance of this Note (together with all accrued and unpaid interest thereupon) shall become due and payable in full on February 28, 2008, subject to mandatory prepayments required under Section 1(c) ("Maturity Date"). If, but only if, the Escrow Amount (defined below) is sufficient to pay the unpaid principal balance of this Note, plus accrued and unpaid interest, the release of the Escrow Amount to the Holder shall constitute full and final satisfaction of this Note. For the avoidance of doubt, the unpaid principal amount shall refer to any reduction of the principal of this Note whether by mandatory prepayment, optional prepayment or an adjustment made in accordance with the terms set forth in Section 11.

(b) Interest. Interest shall accrue on the unpaid principal amount of this Note from the date hereof through the Maturity Date at the rate of six percent (6%) per annum, and after the Maturity Date until paid at the rate of eight percent (8%) per annum. Interest shall be calculated on the basis of the actual number of days elapsed and a year of 365 days.

(c) Mandatory Prepayment. Notwithstanding the foregoing, if, prior to the Maturity Date, Buyer sells, transfers or otherwise disposes of all or substantially all of the assets of the Business (based on the book value thereof), or if the Company sells, transfers or otherwise disposes of more than 49% of the Company's equity interests in the Buyer, in each case other than to an Affiliate (as defined in the Purchase Agreement) of the Company, then upon the closing of such transaction all of the outstanding principal balance hereunder and all accrued and unpaid interest thereon shall immediately become due and payable (a "Mandatory Prepayment"), and the Maturity Date shall be the date the Mandatory Prepayment becomes due.

(d) Optional Prepayments. The Company may at any time prepay, without premium or penalty, all or any portion of the Company's obligations under this Note. All such prepayments shall be applied first to pay all accrued but unpaid interest and then to pay outstanding principal.

2. Payment of Note.

(a) Except to the extent permitted in Section 2(b), all payments and prepayments of principal of and interest on this Note shall be made to the Holder or its order, or to the legal holder of this Note or such holder's order, in lawful money of the United States of America by wire transfer of immediately available funds to a United States bank account designated in writing by the Holder (or at such other place as the holder hereof shall notify the Company in writing).

(b) The Company shall have the right, in its sole discretion, to make full and final payment of principal of and accrued but unpaid interest on this Note (but not any partial payment thereof), whether on the Maturity Date or any earlier date, in shares of Common Stock, par value $0.01 per share, of the Company ("Company Shares") in an amount equal to the quotient obtained by dividing (i) the amount of such payment by (ii) the average per share closing price for the Common Stock as reported on the Nasdaq Global Market for the five consecutive trading days ending on the trading day preceding the date of payment. As a condition to the Company's right to issue Company Shares in partial or full satisfaction of this Note, the Company Shares issuable to the Holder (i) shall be covered by a registration statement filed with and declared effective by the Securities and Exchange Commission and either registered or exempt under applicable state securities laws, and (ii) shall not be subject to any restrictions on resale. For the avoidance of doubt, if such registration statement is not effective on the date the applicable payment is made, the Holder may demand (and shall receive) payment in cash in lieu of accepting Company Shares.

3. Event of Default; Consequences. Subject to the right of set-off in Section 11, if the Company fails to pay when due any amount (whether interest, principal or other amount) then payable on this Note, then the Holder may, by notice of default and acceleration given to the Company, accelerate the Maturity Date and declare the entire outstanding principal amount of this Note, together with all accrued and unpaid interest thereon, immediately due and payable.

4. Escrow. On or prior to the date of this Note, the Company has deposited an aggregate of $5,100,000 (the "Escrow Amount") in an escrow account in accordance with the terms of the Escrow Agreement to secure payment of this Note and a second promissory note payable to Holder in the principal amount of $3,500,000 (the "Second Note"). Upon the occurrence of an event of default under this Note, the Holder shall have the right to make a claim against the Escrow Amount for the amount then due and payable. If, however, the principal amount of this Note is reduced, whether as a result of prepayment, or payment at maturity, then the Escrow Agent shall release to the Company that portion of the Escrow Amount that corresponds to the amount by which the principal amount of this Note has been reduced, plus, to the extent that the amount remaining in the escrow account is sufficient to satisfy the outstanding principal and interest through maturity in this Note and the Second Note, up to an additional amount equal to the amount of interest that would have accrued (but will not accrue) under this Note as a result of the reduction in the principal amount of the Note. The Company shall be entitled to all interest earned on the Escrow Amount to the extent such interest is not required for payment of accrued but unpaid interest on this Note and the Second Note.

5. Expenses. Holder shall be entitled to recover any and all sums and expenses, including costs, attorneys' fees and other professional fees and collection and receiver's expenses, advanced or incurred by Holder in connection with the defense, enforcement or collection of this Note, and any refinancing, workout or restructuring of the indebtedness evidenced hereby. The Company shall reimburse Holder for such sums and expenses from time to time upon demand.

6. Waiver of Presentment. Except as provided herein, the Company hereby waives presentment for payment, demand, protest, and notice of demand, protest and nonpayment, and any other notice that might be required by law, and consents to any and all renewals or extensions that might be made by the Holder as to the time of payment of this Note from time to time.

7. Transfer to Stockholders. Upon surrender of this Note to Company, duly endorsed for transfer and accompanied by a schedule showing (i) the name, address and federal tax identification number of Ronald J. Hankamer, Sr., Ronald J. Hankamer, Jr. and Richard Hankamer (the "Stockholders") and (ii) the amount and percentage of the unpaid principal of this Note each such Stockholder will receive, Company will cancel this Note and issue to each Stockholder a replacement Promissory Note in the principal amount indicated in Company's schedule and otherwise containing terms identical to those set forth in this Note.

8. Replacement and Cancellation.

(a) Replacement of Lost Note. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the Holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction, upon receipt of an indemnity reasonably satisfactory to the Company (provided that, if the holder is a financial institution or other institutional investor, its own agreement shall be satisfactory), or, in the case of any such mutilation, upon the surrender of such Note to the Company at its principal office, the Company shall (at its expense) execute and deliver, in lieu thereof, a new Note of the same class and representing the same rights represented by such lost, stolen, destroyed or mutilated Note and dated so that there will be no loss of interest on such Note. Any Note in lieu of which any such new Note has been so executed and delivered by the Company shall not be deemed to be an outstanding Note.

(b) Cancellation. After all principal, accrued interest and all other amounts at any time owed on this Note have been paid in full, this Note shall be surrendered to the Company for cancellation, and the Escrow Amount, if and to the extent not distributed to the Holder in payment and satisfaction of the Note, shall be released in full to the Company.

9. Business Days. If any payment is due, or any time period for giving notice or taking action expires, on a day which is not a business day, in the State of New York, the payment shall be due and payable on, and the time period shall automatically be extended to, the next business day immediately following, and interest shall continue to accrue at the required rate hereunder until any such payment is made.

10. Governing Law. This Note shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

11. Deferred Payment Date. Notwithstanding anything to the contrary in this Note, if on or prior to the Maturity Date, any Buyer Indemnified Party (as defined in the Purchase Agreement) has made a claim against the Escrow Amount that constitutes a Pending Indemnification Claim under Section 2(b)(iv) of that certain Escrow Agreement, dated even date hereof, between the Company, NexCen Brands, Inc., Holder and Wilmington Trust Company (the "Escrow Agreement"), then the date for payment of that portion of the principal of this Note equal to the amount for which a Pending Indemnification Claim has been made under the Escrow Agreement shall be deferred until the date on which the Escrow Agent (as defined in the Escrow Agreement) becomes obligated to release the portion of the disputed Escrow Amount to the Seller or the Buyer Indemnified Party. To the extent the Escrow Agent distributes funds to any Buyer Indemnified Party in accordance with the procedures stated in the Escrow Agreement to satisfy claims made pursuant to Section 2(b) of the Escrow Agreement, the principal amount of this Note shall be reduced effective as of the Maturity Date in an amount equal to such disbursement(s). If upon resolution of a Pending Indemnification Claim, the Escrow Agent becomes obligated to disburse any part of the Escrow Amount to the Seller, then the Escrow Amount that is released to the Seller shall accrue interest thereon from the original Maturity Date until paid at the rate of eight percent (8%) per annum. Interest shall be calculated on the basis of the actual number of days elapsed and a year of 365 days. Nothing in this Section 11 or in the Escrow Agreement will affect Company's obligation to pay interest accrued on this Note on the original Maturity Date.

12. Purchase Agreement. This Note has been executed and delivered pursuant to and in accordance with the terms and conditions of the Purchase Agreement (as defined herein) and is subject to the terms and conditions of the Purchase Agreement which are incorporated herein by reference and made a part hereof. Capitalized terms used in this Note without separate definition shall have the respective meanings given to them in the Purchase Agreement.

13. Successors and Assigns. This Note may not be assigned or transferred by the Company or the Holder without the prior written consent of the other party hereto except as set forth in Section 7 hereof. Any transfer or assignment in violation of this Section 13 shall be void, and the Company shall not recognize such purported transferee as a holder of the Note.

* * * * * *

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Promissory Note as of the date first written above.

NEXCEN BRANDS, INC.

By: /s/ Robert W. D'Loren

Title: Chief Executive Officer

PROMISSORY NOTE

$3,500,000.00 February 28, 2007

FOR VALUE RECEIVED, NexCen Brands, Inc. ("Company") hereby promises to pay to the order of Marble Slab Creamery, Inc., a Texas corporation ("Holder"), the principal sum of Three Million Five Hundred Thousand and 00/100 Dollars ($3,500,000.00), together with interest thereon calculated from the date hereof in accordance with the provisions of this note ("Note").

This Note is issued pursuant to that certain Asset Purchase Agreement, dated as of February 14, 2007, among NexCen Acquisition Corp. ("Buyer"), Holder, Holder's stockholders and the Company ("Purchase Agreement") pursuant to which Buyer acquired substantially all the assets and franchise operations of Holder (the "Business") and is the "Promissory Note" defined in the Purchase Agreement. This Note evidences the absolute and unconditional obligation of the Company.

1. Scheduled Payments

(a) Principal. The entire unpaid principal balance of this Note (together with all accrued and unpaid interest thereupon) shall become due and payable in full on February 28, 2008, subject to mandatory prepayments required under Section 1(c) ("Maturity Date"). If, but only if, the Escrow Amount (defined below) is sufficient to pay the unpaid principal balance of this Note, plus accrued and unpaid interest, the release of the Escrow Amount to the Holder shall constitute full and final satisfaction of this Note.

(b) Interest. Interest shall accrue on the unpaid principal amount of this Note from the date hereof through the Maturity Date at the rate of six percent (6%) per annum, and after the Maturity Date until paid at the rate of eight percent (8%) per annum. Interest shall be calculated on the basis of the actual number of days elapsed and a year of 365 days.

(c) Mandatory Prepayment. Notwithstanding the foregoing, if, prior to the Maturity Date, Buyer sells, transfers or otherwise disposes of all or substantially all of the assets of the Business (based on the book value thereof), or if the Company sells, transfers or otherwise disposes of more than 49% of the Company's equity interests in the Buyer, in each case other than to an Affiliate (as defined in the Purchase Agreement) of the Company, then upon the closing of such transaction all of the outstanding principal balance hereunder and all accrued and unpaid interest thereon shall immediately become due and payable (a "Mandatory Prepayment"), and the Maturity Date shall be the date the Mandatory Prepayment becomes due.

(d) Optional Prepayments. The Company may at any time prepay, without premium or penalty, all or any portion of the Company's obligations under this Note. All such prepayments shall be applied first to pay all accrued but unpaid interest and then to pay outstanding principal.

2. Payment of Note.

(a) Except to the extent permitted in Section 2(b), all payments and prepayments of principal of and interest on this Note shall be made to the Holder or its order, or to the legal holder of this Note or such holder's order, in lawful money of the United States of America by wire transfer of immediately available funds to a United States bank account designated in writing by the Holder (or at such other place as the holder hereof shall notify the Company in writing).

(b) The Company shall have the right, in its sole discretion, to make full and final payment of principal of and accrued but unpaid interest on this Note (but not any partial payment thereof), whether on the Maturity Date or any earlier date, in shares of Common Stock, par value $0.01 per share, of the Company ("Company Shares") in an amount equal to the quotient obtained by dividing (i) the amount of such payment by (ii) the average per share closing price for the Common Stock as reported on the Nasdaq Global Market for the five consecutive trading days ending on the trading day preceding the date of payment. As a condition to the Company's right to issue Company Shares in partial or full satisfaction of this Note, the Company Shares issuable to the Holder (i) shall be covered by a registration statement filed with and declared effective by the Securities and Exchange Commission and either registered or exempt under applicable state securities laws, and (ii) shall not be subject to any restrictions on resale. For the avoidance of doubt, if such registration statement is not effective on the date the applicable payment is made, the Holder may demand (and shall receive) payment in cash in lieu of accepting Company Shares.

3. Event of Default; Consequences. If the Company fails to pay when due any amount (whether interest, principal or other amount) then payable on this Note, then the Holder may, by notice of default and acceleration given to the Company, accelerate the Maturity Date and declare the entire outstanding principal amount of this Note, together with all accrued and unpaid interest thereon, immediately due and payable.

4. Escrow. On or prior to the date of this Note, the Company has deposited an aggregate of $5,100,000 (the "Escrow Amount") in an escrow account in accordance with the terms of the Escrow Agreement to satisfy payment of this Note and a second promissory note payable to Holder in the principal amount of $1,500,000 (the "Second Note"). Upon the occurrence of an event of default under this Note, the Holder shall have the right to make a claim against the Escrow Amount for the amount then due and payable. If, however, the principal amount of this Note is reduced, whether as a result of prepayment, or payment at maturity, then the Escrow Agent shall release to the Company that portion of the Escrow Amount that corresponds to the amount by which the principal amount of this Note has been reduced, plus, to the extent that the amount remaining in the escrow account is sufficient to satisfy the outstanding principal and interest through maturity in this Note and the Second Note, up to an additional amount equal to the amount of interest that would have accrued (but will not accrue) under this Note as a result of the reduction in the principal amount of the Note. The Company shall be entitled to all interest earned on the Escrow Amount to the extent such interest is not required for payment of accrued but unpaid interest on this Note and the Second Note.

5. Expenses. Holder shall be entitled to recover any and all sums and expenses, including costs, attorneys' fees and other professional fees and collection and receiver's expenses, advanced or incurred by Holder in connection with the defense, enforcement or collection of this Note, and any refinancing, workout or restructuring of the indebtedness evidenced hereby. The Company shall reimburse Holder for such sums and expenses from time to time upon demand.

6. Waiver of Presentment. The Company hereby waives presentment for payment, demand, protest, and notice of demand, protest and nonpayment, and any other notice that might be required by law, and consents to any and all renewals or extensions that might be made by the Holder as to the time of payment of this Note from time to time.

7. Transfer to Stockholders. Upon surrender of this Note to Company, duly endorsed for transfer and accompanied by a schedule showing (i) the name, address and federal tax identification number of Ronald J. Hankamer, Sr., Ronald J. Hankamer, Jr. and Richard Hankamer (the "Stockholders") and (ii) the amount and percentage of the unpaid principal of this Note each such Stockholder will receive, Company will cancel this Note and issue to each Stockholder a replacement Promissory Note in the principal amount indicated in Company's schedule and otherwise containing terms identical to those set forth in this Note.

8. Replacement and Cancellation.

(a) Replacement of Lost Note. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the Holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction, upon receipt of an indemnity reasonably satisfactory to the Company (provided that, if the holder is a financial institution or other institutional investor, its own agreement shall be satisfactory), or, in the case of any such mutilation, upon the surrender of such Note to the Company at its principal office, the Company shall (at its expense) execute and deliver, in lieu thereof, a new Note of the same class and representing the same rights represented by such lost, stolen, destroyed or mutilated Note and dated so that there will be no loss of interest on such Note. Any Note in lieu of which any such new Note has been so executed and delivered by the Company shall not be deemed to be an outstanding Note.

(b) Cancellation. After all principal, accrued interest and all other amounts at any time owed on this Note have been paid in full, this Note shall be surrendered to the Company for cancellation, and the Escrow Amount, if and to the extent not distributed to the Holder in payment and satisfaction of the Note, shall be released in full to the Company.

9. Business Days. If any payment is due, or any time period for giving notice or taking action expires, on a day which is not a business day, in the State of New York, the payment shall be due and payable on, and the time period shall automatically be extended to, the next business day immediately following, and interest shall continue to accrue at the required rate hereunder until any such payment is made.

10. Governing Law. This Note shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

11. Purchase Agreement. This Note has been executed and delivered pursuant to and in accordance with the terms and conditions of the Purchase Agreement (as defined herein), to which reference is made for a more complete statement of the Holder's rights with respect to this Note. Capitalized terms used in this Note without separate definition shall have the respective meanings given to them in the Purchase Agreement.

12. Successors and Assigns. This Note may not be assigned or transferred by the Company or the Holder without the prior written consent of the other party hereto except as set forth in Section 7 hereof. Any transfer or assignment in violation of this Section 12 shall be void, and the Company shall not recognize such purported transferee as a holder of this Note.

* * * * * *

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Promissory Note as of the date first written above.

NEXCEN BRANDS, INC.

By: /s/ Robert W. D'Loren

Title: Chief Executive Officer

VOTING AGREEMENT

This VOTING AGREEMENT (the "Agreement"), dated as of February 28, 2007, is entered into by and between NexCen Brands, Inc., a Delaware corporation (the "Company"), Stuart Olsten and Jonathan R. Jameson (collectively, the "Majority Securityholders").

WHEREAS, the Company, MM Acquisition Sub, LLC, a Delaware limited liability company ("Merger Sub"), MaggieMoo's International, LLC, a Delaware limited liability company ("MaggieMoo's"), and the Majority Securityholders have entered into that certain Agreement and Plan of Merger, dated as of February 14, 2007 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into MaggieMoo's;

WHEREAS, pursuant to the terms of the Merger Agreement, in exchange for the limited liability company interests of MaggieMoo's, the Majority Securityholders, in addition to the right to receive the Cash Consideration, (1) will have the right to receive, at the Closing, shares of common stock, par value $0.01 per share, of the Company ("Company Shares") equal in number to the remainder of (x) the quotient obtained by dividing (A) $2,500,000 multiplied by the Accredited Investor Percentage, by (B) the Closing Date Reference Price; (2) may have the right, following Closing, to receive Company Shares representing the Adjusted Holdback Amount, if any; and, (3) may have the right, following the Closing, to receive an additional number of Company Shares in accordance with Section 2.14 of the Merger Agreement (all such Company Shares are referred to as the "Merger Shares");

WHEREAS, each Majority Securityholder shall be entitled to his Pro Rata Percentage of the Merger Shares (collectively, the "Consideration Shares"); and

WHEREAS, on the terms and conditions set forth in the Merger Agreement, the Majority Securityholders desire and agree to be bound by the restrictions on transfer, and to vote all Consideration Shares issued to them pursuant to the terms of the Merger Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereto agree as follows (with all capitalized terms used and not otherwise defined herein having their respective meanings as set forth in the Merger Agreement):

1. Agreement to Vote Shares; Irrevocable Proxy. Each Majority Securityholder hereby appoints such person as the Board of Directors of the Company may designate from time to time (the "Proxy Holder") its proxy and attorney-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement with respect to the Consideration Shares (including any Company Shares included in the Adjusted Holdback Amount, if any) and any New Shares (as defined below) (collectively, the "Shares"). The Majority Securityholders shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy and limited power of attorney. The proxy and limited power of attorney granted hereunder by the Majority Securityholders shall be irrevocable during the term of this Agreement and shall revoke any and all prior proxies granted by the Majority Securityholders with respect to the matters contemplated hereunder. The power of attorney granted by the Majority Securityholders herein is a limited durable power of attorney and shall survive the bankruptcy, death or incapacity of the Majority Securityholders. The proxy and limited power of attorney granted hereunder shall terminate upon the termination of this Agreement. All parties hereto acknowledge and agree that the Proxy Holder shall, and the Majority Securityholders hereby irrevocably consent to, vote all Shares owned by them in favor of matters recommended or approved by the Board of Directors of the Company, or, if such matters are neither recommended nor approved by the Board of Directors of the Company, then at the direction of the Board of Directors of the Company, in respect of all matters for which stockholder approval is sought or required. Notwithstanding anything to the contrary, the provisions of this Section 1 shall not apply with respect to any Shares that have been validly Transferred (as hereinafter defined) by either of the Majority Securityholders (or its permitted transferees or successors in interest) to a third party in compliance with Section 4 hereof.

2. No Voting Trusts or Other Arrangements. Each of the Majority Securityholders agrees that he will not, and will not permit any entity under his or its control to, grant any proxies with respect to the Shares or subject any of the Shares to any arrangement with respect to the voting of the Shares other than this Agreement.

3. Majority Securityholder Capacity. Notwithstanding anything to the contrary set forth herein, each of the Majority Securityholders is entering into this Agreement solely in such Majority Securityholder's capacity as the holder of the Shares, as may become applicable, and nothing in this Agreement shall prevent any of the Majority Securityholders from taking any action or omitting to take any action in the Majority Securityholders' capacity as an officer or employee of the Company or any of its subsidiaries, in either case as applicable or as may become applicable to the Majority Securityholders.

4. Transfer and Encumbrance.

(a) Each of the Majority Securityholders represents and warrants, as to himself, that (i) the Consideration Shares are free and clear of all liens, claims, charges, security interests or other encumbrances, other than those that may be created by the Merger Agreement and this Agreement, (ii) there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which the Majority Securityholders are a party relating to the pledge, disposition or voting of the Shares, and there are no voting trusts or voting agreements with respect to the Shares, other than this Agreement, (iii) he has full power and authority to enter into, execute and deliver this Agreement and to perform fully his obligations hereunder and (iv) this Agreement constitutes the legal, valid and binding obligation of him in accordance with its terms.

(b) On or after the date hereof and during the term of this Agreement, in accordance with the terms and conditions set forth Section 7.2 of the Merger Agreement (including but not limited to the lock-up periods set forth therein), each of the Majority Securityholders shall not, and shall not agree to, (i) sell, transfer, hypothecate, negotiate, pledge, assign, encumber, grant any option, warrant or other right to purchase, or otherwise dispose of, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of ((i) and (ii) collectively, "Transfer") any Company Shares, except to one or more partners or members of each of the Majority Securityholders or to an affiliated corporation under common control with either of the Majority Securityholders (but then only if, as a precondition to such transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to the Company and the Proxy Holder, to be bound by the terms of this Agreement and each of the Majority Securityholders (as applicable) has delivered to the Company an opinion of counsel in form and substance satisfactory to the Company and its counsel, to the effect that no registration of the Shares under the Securities Act is required).

5. New Shares. Each of the Majority Securityholders agrees that all Shares received as a result of any stock splits, stock dividends or reclassifications of Consideration Shares (all such Shares collectively, "New Shares"), shall be subject to the terms of this Agreement to the same extent as if they constituted Consideration Shares as of the date hereof.

6. Specific Performance. Each party hereto acknowledges that it will be difficult to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the granting of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with any other party's seeking or obtaining such equitable relief.

7. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and contains the entire agreement among the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by all the parties hereto. No waiver of any provisions hereof by any party shall be deemed a waiver of any other provision hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

8. Notices. All notices hereunder shall be in writing and shall be deemed given when delivered personally, upon receipt of a transmission confirmation if sent by facsimile or like transmission or on the next business day when sent by Federal Express, Express Mail or other reputable overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company:

1330 Avenue of the Americas
40th Floor
New York, NY 10019
Attention: James Haran
Fax: 212-277-1160

With a copy (which shall not constitute notice to the Company) to:

Kirkland & Ellis LLP
655 15th Street, N.W.
Washington, DC 2005
Attention: Andrew Herman, Esq.
Fax: 202-879-5200

If to the Majority Securityholders, to the address or facsimile number set forth for each of the Majority Securityholders on the signature page hereof.

9. Miscellaneous.

(a) In addition to other legends that are required, either by agreement or by federal or state securities laws, each certificate representing any of the Shares shall be marked by the Company with a legend substantially in the following form:

"THE SALE, TRANSFER, HYPOTHECATION, NEGOTIATION, PLEDGE, ASSIGNMENT, ENCUMBRANCE, GRANT OF ANY OPTION, WARRANT OR OTHER RIGHT TO PURCHASE, OR OTHER DISPOSITION (COLLECTIVELY, "TRANSFER") OF THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS AND A GRANT OF PROXY PURSUANT TO THAT CERTAIN VOTING AGREEMENT BY AND BETWEEN THE COMPANY, AND THE MAJORITY SECURITYHOLDERS NAMED THEREIN, DATED AS OF FEBRUARY ___, 2007 (THE "VOTING AGREEMENT"), COPIES OF EACH OF WHICH MAY BE OBTAINED FROM THE SECRETARY OF NEXCEN BRANDS, INC. NO TRANSFER OF THE SHARES MAY BE MADE UNLESS SPECIFIC CONDITIONS OF THE VOTING AGREEMENT ARE SATISFIED.

(b) **THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America, in each case sitting in Delaware, solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Delaware State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 8 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY.

(d) If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, such provision or application shall be unenforceable only to the extent of such invalidity or unenforceability, and the remainder of the provision held invalid or unenforceable and the application of such provision to persons or circumstances, other than the party as to which it is held invalid, and the remainder of this Agreement, shall not be affected.

(e) This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(f) This Agreement shall terminate automatically upon the sale, transfer or other disposition of all Company Shares held by the Majority Securityholders to persons or entities that are not Affiliates, in compliance with Section 4(b) hereof. For purposes hereof, the term “Affiliate” shall mean any other person or entity who directly, or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such Majority Securityholder. For purposes of this definition, control of an entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity whether by contract, securities ownership or otherwise; and the terms “controlling” and “controlled” shall have the respective meanings correlative to the foregoing.

(g) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(h) No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto. Any assignment contrary to the provisions of this Section 9(h) shall be null and void.

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Voting Agreement as of the date first written above.

NEXCEN BRANDS, INC., a Delaware corporation

By: /s/ Robert W. D'Loren
Name: Robert W. D'Loren
Title: Chief Executive Officer

MAJORITY SECURITYHOLDERS:

/s/ Stuart Olsten
Stuart Olsten

/s/ Jon R. Jameson
Jon R. Jameson

SCHEDULE 1

Name of Majority Securityholder	Address and Facsimile Number for Notices Pursuant to Section 8	Number of Initial Consideration Shares
Stuart Olsten	67 Willets Road Old Westbury, NY 11568 Fax No.:	154,245
Jon R. Jameson	16 Combahee Road Hilton Head, SC 29928 Fax No.:	20,287

NEXCEN BRANDS ACQUIRES
MAGGIEMOO'S™ & MARBLE SLAB™
HAND-MIXED PREMIUM ICE CREAM FRANCHISE CONCEPTS

First quick service restaurant acquisition completed

New York, N.Y. March 1, 2007 -- NexCen Brands, Inc. ("NexCen" or the "Company") (NASDAQ: NEXC) is pleased to announce it has closed the acquisitions of MaggieMoo's International, LLC ("MaggieMoo's") and Marble Slab Creamery, Inc. ("Marble Slab"), two well known and established brands within the hand-mixed premium ice cream category, for a total combined initial purchase price of $37.1 million, plus a potential earn-out of up to $2 million on the MaggieMoo's acquisition. These two transactions mark the first acquisitions for NexCen in the quick service restaurant (QSR) sector, and establish the QSR operating platform for NexCen's third operating vertical, in addition to its consumer branded products and retail franchise based businesses.

NexCen's President and Chief Executive Officer, Robert W. D'Loren, offered the following statement; "We are very excited by the prospects of growing these brands through our existing global franchise network in over 40 countries".

About the Companies

NexCen Brands, Inc. is the premier 21st century brand acquisition and management company focused on assembling a diversified portfolio of intellectual property (IP) centric companies operating in the consumer branded products and franchise industries. NexCen owns and franchises The Athlete's Foot brand worldwide, and owns Bill Blass, a designer apparel brand.

Since 1983, **Marble Slab Creamery®** has set its standards of quality unusually high. Every batch of the super premium ice cream is homemade and hand-rolled in freshly baked waffle cones in each store. There are currently 336 stores located in 35 states, Puerto Rico, Canada and the United Arab Emirates.

Based in Columbia, Maryland., **MaggieMoo's** currently operates 184 stores located in 36 states domestically. Each location features a menu of freshly made super-premium ice creams, mix-ins, smoothies, the country's first ice cream cupcakes and custom ice cream cakes. MaggieMoo's chocolate, dark chocolate, vanilla, vanilla bean and strawberry ice cream flavors all have been awarded The National Ice Cream Retailers Association's prestigious Blue Ribbon Award, for taste, texture and overall appearance for eight years running. MaggieMoo's is the only national retail concept to win all five awards.

Forward-Looking Statement Disclosure

This press release contains "forward-looking statements," as such term is used in the Securities Exchange Act of 1934, as amended. Such forward-looking statements include those regarding expectations for the development of the new IP strategy business, expectations for the performance of Maggie Moo's and Marble Slab. When used herein, the words "anticipate," "believe," "estimate," "intend," "may," "will," "expect" and similar expressions as they relate to the Company or its management are intended to identify such forward-looking statements. Forward-looking statements are based on current expectations and assumptions, which are subject to risks and uncertainties. They are not guarantees of future performance or results. The Company's actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward-looking statements, including the estimates and expectations regarding future revenues and operating margins contained in this press release. Factors that could cause or contribute to such differences include: (1) we may not be successful in implementing the new IP strategy, (2) we may not be successful in operating or expanding either MaggieMoo's or Marble Slab or integrating the acquisitions into our IP business strategy, (3) risks associated with marketing and franchising our acquired trademarks and with successfully integrating and growing both franchised brands, (4) risks associated with the ability of franchisees to successfully market and sell ice cream under the MaggieMoo's or Marble Slab trademarks, and (5) other factors discussed in our filings with the Securities and Exchange Commission. NexCen undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

For more information on these transactions, or about NexCen please visit our website at www.nexcenbrands.com or contact:

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