

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____ x
In re ICONIX BRAND GROUP, INC., et al. : Civil Action No. 1:15-cv-04860-PGG

: CLASS ACTION
This Document Relates To: :
ALL ACTIONS. x

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the action entitled *In re Iconix Brand Group, Inc., et al.*, No. 1:15-cv-04860-PGG (S.D.N.Y.) (the “Action”), you must complete and, on page 6 hereof, sign this Proof of Claim and Release form (“Proof of Claim”).¹ If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN JANUARY 6, 2020, ADDRESSED AS FOLLOWS:**

Iconix Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 43305
Providence, RI 02940-3305

Online Submissions: www.IconixSecuritiesSettlement.com

If you are NOT a Member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.

4. If you are a Member of the Class and you do not timely request exclusion in response to the Notice, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

II. CLAIMANT IDENTIFICATION

If you purchased or acquired Iconix Brand Group, Inc. (“Iconix”) common stock and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, you purchased or acquired Iconix common stock and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser or acquirer and the third party is the record purchaser or acquirer.

Use Part I of this form entitled “Claimant Identification” to identify each beneficial purchaser or acquirer of Iconix common stock that forms the basis of this claim, as well as the purchaser or acquirer of record if different. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE ICONIX COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

¹ All capitalized terms used in this Proof of Claim that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement and Release dated September 16, 2019 (the “Stipulation”), which is available on the website for the Action at www.IconixSecuritiesSettlement.com.

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

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

On the schedules, provide all of the requested information with respect to **all** of your purchases or acquisitions and **all** of your sales of Iconix common stock which took place during the period from February 22, 2012 through and including February 3, 2016, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the Iconix common stock you held at the close of trading on February 21, 2012, November 5, 2015, and February 3, 2016. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a "short sale" is deemed to be the date of purchase of Iconix common stock. The date of a "short sale" is deemed to be the date of sale of Iconix common stock.

Copies of broker confirmations or other documentation of your transactions in Iconix common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

Official
Office
Use
Only

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
In re Iconix Brand Group, Inc., et al.
Civil Action No. 1:15-cv-04860-PGG (S.D.N.Y.)

Must Be Postmarked (if Mailed) or
Received (if Filed Electronically)
No Later Than January 6, 2020

ICX

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below
Do NOT use Red Ink, Pencil, or Staples

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN ICONIX COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I: CLAIMANT IDENTIFICATION

Last Name M.I. First Name

Last Name (Co-Beneficial Owner) M.I. First Name (Co-Beneficial Owner)

IRA Joint Tenancy Employee Individual Other

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA (specify)

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Last Four Digits of Social Security Number or Taxpayer Identification Number

Telephone Number (Work) Telephone Number (Home)

Email Address

MAILING INFORMATION

Address

Address

City State Zip Code

Foreign Province Foreign Postal Code Foreign Country Name/Abbreviation

FOR CLAIMS PROCESSING ONLY	OB <input type="text"/>	CB <input type="text"/>	<input type="radio"/> ATP <input type="radio"/> KE <input type="radio"/> ICI	<input type="radio"/> BE <input type="radio"/> DR <input type="radio"/> EM	<input type="radio"/> FL <input type="radio"/> ME <input type="radio"/> ND	<input type="radio"/> OP <input type="radio"/> RE <input type="radio"/> SH	MM / DD / YYYY	FOR CLAIMS PROCESSING ONLY
----------------------------	-------------------------	-------------------------	--	--	--	--	----------------	----------------------------



PART II. SCHEDULE OF TRANSACTIONS IN ICONIX COMMON STOCK

A. Number of shares of Iconix common stock held at the close of trading on February 21, 2012. If none, write "zero." Proof Enclosed?
 Y N

B. Purchases or acquisitions of Iconix common stock (February 22, 2012 to February 3, 2016, inclusive):

PURCHASES													
Trade Date(s) of Shares (List Chronologically)								Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding Commissions, Taxes and Fees). Please round off to the nearest whole dollar	Proof of Purchase Enclosed?			
M	M	D	D	Y	Y	Y	Y						
1.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N
2.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N
3.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N
4.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N
5.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N

IMPORTANT: If any purchase listed covered a "short sale," please mark Yes: Yes

C. Sales of Iconix common stock (February 22, 2012 to February 3, 2016, inclusive):

SALES													
Trade Date(s) of Shares (List Chronologically)								Number of Shares Sold	Total Sales Price (Excluding Commissions, Taxes and Fees). Please round off to the nearest whole dollar	Proof of Sales Enclosed?			
M	M	D	D	Y	Y	Y	Y						
1.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N
2.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N
3.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N
4.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N
5.			/		/				\$				<input type="radio"/> Y <input type="radio"/> N

D. Number of shares of Iconix common stock held at the close of trading on November 5, 2015. If none, write "zero." Proof Enclosed?
 Y N

E. Number of shares of Iconix common stock held at the close of trading on February 3, 2016. If none, write "zero." Proof Enclosed?
 Y N

If you require additional space, attach extra schedules in the same format as above.
Sign and print your name on each additional page.

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE
MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement and Release described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Iconix securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of Iconix common stock during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. On behalf of myself (us) and my (our) Releasing Plaintiff Parties, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Plaintiffs' Claims each and all of the "Released Defendant Parties." "Released Defendant Party" or "Released Defendant Parties" means each and all of the Defendants, as that term is defined in ¶1.10 of the Stipulation, and each of their respective direct controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, principals, agents, representatives, attorneys, auditors, financial or investment advisors, consultants, underwriters, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of their immediate families, marital communities, or any trusts for which any of them are trustees, settlers or beneficiaries or anyone acting or purporting to act for or on behalf of them or their successors or collectively. "Released Defendant Party" or "Released Defendant Parties" do not include Defendant BDO, who is not a party to the Stipulation. Lead Plaintiffs' claims against BDO remain pending in the Litigation.

2. "Released Plaintiffs' Claims" means to the fullest extent that the law permits their release, of and from all claims, suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential, or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, setoffs, fees, injunctive relief, attorneys' fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, accrued or unaccrued, fixed or contingent, direct or indirect, anticipated or unanticipated, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common, or foreign law, against the Released Defendant Parties, that are based upon, arise from, or relate to both: (i) the allegations, transactions, facts, matters, events, disclosures, public filings, acts, occurrences, representations, statements, financial statements, restatements of financial statements, accounting treatments, omissions and/or failures to act that were alleged, in the Consolidated Complaint or Second Amended Complaint and any other complaints filed in connection with this Action, or could have been alleged by Lead Plaintiffs or any Class Member in this Action; and (ii) the purchase or acquisition of Iconix securities during the Class Period. The Released Plaintiffs' Claims will not include any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court. "Released Plaintiffs' Claims" expressly includes "Unknown Claims" as defined below. "Released Plaintiffs' Claims" does **not** include Lead Plaintiffs' claims against Defendant BDO, which remain pending in the Litigation.

3. "Releasing Plaintiff Party" or "Releasing Plaintiff Parties" means Lead Plaintiffs, Lead Counsel, each and every Class Member, and each of their respective past or present subsidiaries, parents, affiliates, principals, successors and predecessors, joint ventures, assigns, officers, directors, shareholders, underwriters, trustees, partners, members, agents, fiduciaries, contractors, employees, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, estates, heirs, related or affiliated entities in their capacity as such. Releasing Plaintiff Parties do not include any Person who is timely and validly excluded from the Class.

4. "Unknown Claims" means any and all Released Plaintiffs' Claims which the Releasing Plaintiff Parties do not know or suspect to exist in their favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants' Claims which the Released Defendant Parties do not know or suspect to exist in their favor at the time of the release of the Releasing Plaintiff Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties and the Releasing Plaintiff Parties, or might have affected his, her or its decision(s) with respect to the Settlement, including, but not limited to, the decision to object to the terms of the Settlement, to the release of the Released Defendant Parties and the Releasing Plaintiff Parties, or to exclude himself, herself, or itself from the Class. With respect to any and all Released Plaintiffs' Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code Section 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any foreign country, or any principle of common law, which is similar, comparable



or equivalent in substance to California Civil Code Section 1542. Lead Plaintiffs, any Releasing Plaintiff Party, Defendants, or any Released Defendant Party may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims and the Released Defendants' Claims, but the Settling Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs' Claims and Released Defendants' Claims as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

5. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and Release and the Settlement becomes effective on the Effective Date (as defined in the Stipulation of Settlement and Release).

6. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

7. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Iconix common stock which are the subject of this claim, which occurred from February 22, 2012 to February 3, 2016, as well as the opening and closing positions in such securities held by me (us) on the dates requested in this Proof of Claim.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor or Administrator)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation.
4. **Do not send** originals of certificates or other documentation as they will not be returned.
5. Keep a copy of your Proof of Claim and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN JANUARY 6, 2020,
ADDRESSED AS FOLLOWS:**

Iconix Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 43305
Providence, RI 02940-3305
www.IconixSecuritiesSettlement.com

