

**Must be Postmarked
No Later Than
April 29, 2009**

In re Isolagen, Inc. Securities Litigation
c/o The Garden City Group, Inc.
PO Box 9334
Dublin, OH 43017-4234
1-866-396-8323



Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

DEADLINE FOR SUBMISSION APRIL 29, 2009.

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In re Isolagen, Inc. Securities Litigation

PART I - CLAIMANT INFORMATION

[Empty box for Beneficial Owner's Name]

Beneficial Owner's Name (First, Middle, Last) / Joint Owner's Name

[Empty box for Street Address]

Street Address

[Empty box for City]

City

[Empty box for State and Zip Code]

State and Zip Code

[Empty box for Foreign Province]

Foreign Province

[Empty box for Foreign Country]

Foreign Country

[Empty box for Area Code]

Area Code

[Empty box for Telephone Number]

Telephone Number

(Daytime)

[Empty box for Area Code]

Area Code

[Empty box for Telephone Number]

Telephone Number

(Evening)

[Empty box for Email Address]

Email Address *(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)*

[Empty box for Social Security Number]

Social Security Number

or

[Empty box for Taxpayer Identification Number]

Taxpayer Identification Number

[Empty box for Record Owner's Name]

Record Owner's Name (if different from beneficial owner listed above)

Check appropriate box (check only one box):

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Joint Owners | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Trust |
| <input type="checkbox"/> IRA | <input type="checkbox"/> Other (describe: _____) | |

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions made in Isolagen common stock or 3.5% Convertible Subordinated Notes) during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.

**PART II - GENERAL INSTRUCTIONS**

1. It is important that you completely read and understand the Notice of Pendency of Class Action and Proposed Settlement, Settlement Fairness Hearing and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice") that accompanies this Proof of Claim and Release and the Plan of Allocation of Net Settlement Fund included therein (the "Plan of Allocation"). The Notice and Plan of Allocation describe the proposed Settlement that will resolve this Action, how the Class Members are affected by that Settlement, and the manner in which the Net Settlement Fund will be distributed, if the Settlement and the Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Proof of Claim and Release. By signing and submitting the Proof of Claim and Release, you will be certifying that you have read and that you understand the Notice.

2. TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, BY FIRST-CLASS MAIL, POSTAGE PREPAID, POSTMARKED ON OR BEFORE APRIL 29, 2009, ADDRESSED TO:

In re Isolagen, Inc. Securities Litigation
c/o The Garden City Group, Inc.
PO Box 9334
Dublin, OH 43017-4234
1-866-396-8323

3. This Proof of Claim and Release is directed to all persons and entities who purchased or otherwise acquired Isolagen common stock or 3.5% Convertible Subordinated Notes due November 1, 2024 ("Notes") during the period from March 3, 2004 to August 9, 2005, inclusive, and who were injured thereby. Excluded from the Settlement Class are (a) Isolagen; (b) the Individual Defendants; (c) members of the immediate families of the Individual Defendants; (d) the Underwriter Defendants; (e) any entity in which any defendant has or had a controlling interest; (f) directors and officers of Isolagen during the Class Period; (g) the directors and officers of or partners in any of the Underwriter Defendants during the Class Period; and (h) the legal representatives, heirs, successors, or assigns of any such excluded person. Also excluded from the Class are any putative Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.

4. "Isolagen Securities" means Isolagen common stock and Notes collectively.

5. "Settlement Class Member" means any person who is included in the definition of the Settlement Class and who did not timely submit a proper request for exclusion in accordance with the requirements set forth in the Notice.

6. "Authorized Claimant" means a Settlement Class Member who timely submits to the Claims Administrator a valid Proof of Claim and Release pursuant to the terms of the Stipulation that is approved for payment from the Net Settlement Fund.

7. IF YOU ARE NOT A SETTLEMENT CLASS MEMBER, OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS, DO NOT SUBMIT A PROOF OF CLAIM AND RELEASE. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU FILE A REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY PROOF OF CLAIM AND RELEASE THAT YOU SUBMIT, OR WHICH MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

8. To recover as a Settlement Class Member, you must complete and sign this Proof of Claim and Release and mail it to the Claims Administrator postmarked on or before April 29, 2009. If you fail to file a timely, properly addressed, and completed Proof of Claim and Release, your claim may be rejected and you may be precluded from receiving any distribution from the Net Settlement Fund, but you will nevertheless be bound by the terms of the Judgment.

9. Submission of this Proof of Claim and Release does not ensure that you will share in the Net Settlement Fund. Distributions from the Net Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan of Allocation, which is subject to the Court's approval, is included in the Notice.



PART II - GENERAL INSTRUCTIONS (CONTINUED)

10. If you have questions concerning the Proof of Claim and Release, or need additional copies of the Proof of Claim and Release or the Notice, you may contact the Claims Administrator, The Garden City Group, Inc., at the above address or by toll-free phone at 1-866-396-8323 or you can e-mail your inquiries through or download the documents from the case specific web site, www.IsolagenSecuritiesLitigationSettlement.com.

11. If you are a Settlement Class Member and you do not, or someone acting on your behalf does not, submit a timely request for exclusion from the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of any orders and judgments that the Court enters. You will be bound by such orders and judgments whether or not you submit a Proof of Claim and Release. The judgment enjoins the filing or continued prosecution of Released Claims, and also releases the Released Claims against the Released Parties, including those that are subject to pending lawsuits or arbitrations.

12. You are required to submit genuine and sufficient documentation for all your transactions in Isolagen common stock and Notes during the period of March 3, 2004 through and including August 9, 2005 (or November 7, 2005 as indicated). Documentation may be photocopies of stockbrokers' confirmation slips or stockbrokers' monthly statements reflecting your opening and closing balances for the months specified on the actual claim form, and in which transactions during the Class Period occurred. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL STOCK CERTIFICATES.

13. The date of covering a "short sale" is deemed to be the date of purchase of the security. The date of a "short sale" is deemed to be the date of sale of the security. However, please note that "short sales" are not covered by the Plan of Allocation.

14. All joint purchasers must each sign this Proof of Claim and Release.

15. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim and Release on behalf of persons represented by them and they must: (a) expressly state the capacity in which they are acting; (b) identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Isolagen common stock or Notes; and (c) furnish herewith evidence of their authority to bind to the Proof of Claim and Release the person or entity on whose behalf they are acting. (Authority to complete and sign a Proof of Claim and Release cannot be established by stockbrokers only demonstrating that they have discretionary authority to trade stock in another's accounts.)

16. By submitting a signed Proof of Claim and Release, you will be swearing that you: (a) own(ed) the Isolagen Securities you have listed in the Proof of Claim and Release; or (b) are expressly authorized to act on behalf of the beneficial owner(s) thereof.

17. By submitting a signed Proof of Claim and Release, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

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 Claimants **MUST** submit a manually signed paper Proof of Claim form listing all their transactions, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-866-396-8323 or visit the website www.IsolagenSecuritiesLitigationSettlement.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.


PART III - SCHEDULE OF TRANSACTIONS IN ISOLAGEN COMMON STOCK

- A. BEGINNING HOLDINGS:** State the total number of shares of Isolagen common stock owned at the close of trading on **March 2, 2004**. If none write "zero" or "0". If other than zero, be sure to attach the required documentation.
- B. PURCHASES/ACQUISITIONS:** List all purchases or acquisitions of Isolagen common stock during the period **March 3, 2004** through and including **August 9, 2005**. (NOTE: If you acquired any of your Isolagen common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.) Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price*
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.

*excluding commissions, transfer taxes or other fees

- C. TOTAL PURCHASES BETWEEN AUGUST 10, 2005 AND NOVEMBER 7, 2005:** State the total number of shares of Isolagen common stock purchased during the period **August 10, 2005** through and including **November 7, 2005**.
- D. SALES:** List all sales of Isolagen common stock during the period **March 3, 2004** through and including **November 7, 2005**. Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sales Price*
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.

*excluding commissions, transfer taxes or other fees

- E. UNSOLD HOLDINGS:** State the total number of shares of Isolagen common stock owned as of the close of trading on **November 7, 2005**. (If none, write "zero" or "0". Be sure to attach the required documentation.)

IF YOU REQUIRE ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS IN ISOLAGEN COMMON STOCK, PLEASE PHOTOCOPY THIS PAGE, SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE AND CHECK HERE . IF YOU DO NOT CHECK HERE, THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.


PART IV - SCHEDULE OF TRANSACTIONS IN ISOLAGEN NOTES

- A. PURCHASES/ACQUISITIONS:** List all purchases or acquisitions of Isolagen Notes through **August 9, 2005**. (NOTE: If you acquired any of your Isolagen Notes during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page.) Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (Month/Day/Year)	Face Value of Notes Purchased	Purchase Price Per \$1,000 Face Value Note	Total Purchase Price*
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.

*excluding commissions, transfer taxes or other fees

- B. TOTAL PURCHASES BETWEEN AUGUST 10, 2005 AND NOVEMBER 7, 2005:**

State the total face value of Isolagen notes purchased during the period **August 10, 2005** through and including **November 7, 2005**.

- C. SALES:** List all sales of Isolagen Notes through the close of business on **November 7, 2005**.

Trade Date(s) (List Chronologically) (Month/Day/Year)	Face Value of Notes Sold	Sale Price Per \$1,000 Face Value Note	Total Sales Price*
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.
/ /		\$.	\$.

*excluding commissions, transfer taxes or other fees

- D. UNSOLD HOLDINGS:** State the total face value of Isolagen Notes owned as of the close of trading on **November 7, 2005**. (If none, write "zero" or "0". Be sure to attach the required documentation.)

IF YOU REQUIRE ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS IN ISOLAGEN NOTES, PLEASE PHOTOCOPY THIS PAGE, SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE, AND CHECK HERE .
IF YOU DO NOT CHECK HERE, THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.



PART V - RELEASE OF CLAIMS AND SIGNATURE

A. Additional Definitions

For the purpose of the Proof of Claim, defined terms have the following meanings. (Other defined terms have the meanings given them in the Stipulation of Settlement dated October 23, 2008 (the "Stipulation").

1. "Effective Date" means the latest of the date, after entry of the Final Judgment when: (i) the time to file a motion to alter or amend the Final Judgment has expired without any such motion having been filed; (ii) the time to seek review of or appeal from the Final Judgment has expired without any such review or appeal having been sought or taken; or (iii) if such motion to alter or amend is filed or if such review or appeal is sought or taken, the last of such motion, review or appeal shall have been finally determined in such a manner as to permit the implementation of the Settlement according to the terms set out in this Stipulation.

2. "Final Judgment" means the Order or Orders entered by the Court, if and upon approval of the Settlement, dismissing the Litigation with prejudice and without costs to any Released Party (except to the extent awarded by the Court), certifying the Class for settlement purposes, releasing all Released Claims as against the Released Parties, and enjoining Settling Class Members from instituting, continuing or prosecuting any action asserting any Released Claim against any Released Party.

3. "Settling Defendants" means defendants Isolagen, Inc., Frank L. DeLape, Michael Macaluso, Michael Avignon, Jeffrey W. Tomz, Robert J. Bitterman, Olga Marko, Martin E. Schmiege, William K. Boss, Jr., Steven Morrell, Henry Y.L. Toh, Ralph V. DeMartino and Marshall G. Webb.

4. "Underwriter Defendants" means CIBC World Markets Corp., UBS Securities LLC, and Canaccord Adams, Inc.

5. "Released Claims" means any and all claims, demands, rights, liabilities, causes of action, or lawsuits whatsoever (including, but not limited to, any claims for damages, interest, attorney's fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, mature or un-matured, whether class or individual in nature, including both known claims and Unknown Claims (as defined in the Stipulation), that: (a) have been asserted in the Litigation against the any of the Released Parties or (b) could have been asserted in any forum by Lead Plaintiffs or any Settlement Class Members or any of them against any of the Released Parties that arise out of or are based upon the allegations, transactions, facts, matters, or occurrences, representations or omissions involved, set forth, or referred to in the Complaint, and which relate to the purchase of Isolagen Securities during the Class Period.

6. "Released Parties" means the Settling Defendants, any subsidiary of Isolagen, any of their respective present or former officers, directors, agents, employees, attorneys, consultants, advisors, investment bankers (including CIBC, UBS Securities LLC, Legg Mason Wood Walker, Inc., Legg Mason, Inc., Citigroup, Inc., Citigroup Global Markets, Inc., and Canaccord Adams, Inc.), commercial bankers, insurers, representatives, trustees, parents, affiliates, subsidiaries, general and limited partners, heirs, executors, administrators, predecessors, successors and assigns, any entity in which any Settling Defendant has a controlling interest, any members of any defendant's immediate family, or any trust of which any defendant is the settlor or which is for the benefit of any Settling Defendant and/or member(s) of any defendant's immediate family.

7. "Unknown Claims" means any and all Released Claims that any Lead Plaintiff or Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Parties, and any and all Released Parties Claims that any Settling Defendant, Underwriter Defendant, or other Released Party does not know or suspect to exist in his, her, or its favor, which, if known by him, her or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Parties' Claims, the Settling Parties and the Underwriter Defendants stipulate and agree that, upon the Effective Date, the Lead Plaintiffs, Settling Defendants and the Underwriter Defendants shall expressly, and each of the Settlement Class Members and each of the other Released Parties shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:



PART V - RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)

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

The Settling Parties, the Underwriter Defendants, the Settlement Class Members or the Released Parties may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Released Claims or the Released Parties Claims, but each Lead Plaintiff, Settling Defendant and Underwriter Defendant shall expressly, and each Settlement Class Member and each Released Party, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have fully, finally, and forever settled and released any and all Released Claims and Released Parties Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiffs, the Settling Defendants and the Underwriter Defendants acknowledge, and the Settlement Class Members and the Released Parties shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key and fundamental element of the Settlement of which this release is a part.

B. The Release

I (we) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Settlement Class Member, ***including Settlement Class Members who have pending or later initiate any other actions, arbitrations, or other proceedings against any of the Settling Defendants, Underwriter Defendants, or any other Released Party relating to the Released Claims***, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released relinquished, settled and discharged all Released Claims against each and every one of the Released Parties, including such Released Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim and Release, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

1. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice;
2. that I (we) have read and understand the contents of the Notice and the Proof of Claim;
3. that I (we) are not acting for any of the defendants, nor am I (are we) such a defendant or otherwise excluded from the Settlement Class;
4. that I (we) have not filed a request for exclusion from the Settlement Class and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in Isolagen Securities;
5. that I (we) own(ed) the Isolagen Securities identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;
7. that Claimant(s) desires (desire) to participate in the Settlement described in the Notice and agrees (agree) to the terms and conditions thereof;



PART V - RELEASE OF CLAIMS AND SIGNATURE (CONTINUED)

- 8. that I (we) submit to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim;
- 9. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties or the Court may require;
- 10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim; and
- 11. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)



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

REMINDER CHECKLIST

1. Please sign the Claim Form on page 9. If this Claim is being made on behalf of Joint Claimants, then both must sign.
2. Please remember to attach supporting documents. **DO NOT** send any stock certificates.
3. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
4. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
5. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at **1-866-396-8323**.
6. **DO NOT** use highlighter on the Proof of Claim and Release form or supporting documentation.
7. If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.

**THIS FORM AND YOUR SUPPORTING DOCUMENTATION MUST
BE MAILED AND POSTMARKED NO LATER THAN APRIL 29, 2009.**