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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2011

or

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

For the transition period from to

Commission File Number: 001-34516

Cowen Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or Other Jurisdiction of Incorporation or Organization)	**27-0423711** (I.R.S. Employer Identification No.)
599 Lexington Avenue **New York, New York** (Address of Principal Executive Offices)	**10022** (Zip Code)

(212) 845-7900
(Registrant's telephone number, including area code)

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

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

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

Large accelerated filer ☐	Accelerated filer ☒	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

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

APPLICABLE ONLY TO CORPORATE ISSUERS:

As of August 8, 2011 there were 116,291,426 shares of the registrant's common stock outstanding.

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Special Note Regarding Forward-Looking Statements

We have made statements in this Quarterly Report on Form 10-Q (including in "Management's Discussion and Analysis of Financial Condition and Results of Operations") that are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases, you can identify these statements by forward-looking terms such as "may," "might," "will," "would," "could," "should," "expect," "plan," "anticipate," "believe," "estimate," "predict," "project," "possible," "potential," "intend," "seek" or "continue," the negative of these terms and other comparable terminology or similar expressions. In addition, our management may make forward-looking statements to analysts, representatives of the media and others. These forward-looking statements represent only the Company's beliefs regarding future events (many of which, by their nature, are inherently uncertain and beyond our control) and are predictions only, based on our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from those expressed or implied by the forward-looking statements. In particular, you should consider the risks contained in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010.

Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. We undertake no obligation to update any of these forward-looking statements after the date of this filing to conform our prior statements to actual results or revised expectations.

Unaudited Condensed Consolidated Financial Statements are presented for the three months and six months ended June 30, 2011 and 2010. The Condensed Consolidated Financial Statements as of December 31, 2010 were audited.

PART I. FINANCIAL INFORMATION

Item 1. Unaudited Condensed Consolidated Financial Statements

Cowen Group, Inc.

Condensed Consolidated Statements of Financial Condition

(in thousands, except share and per share data)

(unaudited)

	As of June 30, 2011	As of December 31, 2010
Assets		
Cash and cash equivalents	$ 110,175	$ 36,354
Cash collateral pledged	9,801	8,633
Securities owned, at fair value	986,424	474,095
Securities purchased under agreements to resell	77,332	97,755
Other investments	49,042	40,320
Receivable from brokers	124,987	95,937
Fees receivable	22,442	31,688
Due from related parties (see Note 18)	19,975	16,370
Fixed assets, net of accumulated depreciation and amortization of $20,357 and $17,764, respectively	47,064	36,591
Goodwill	27,179	27,179
Intangible assets, net of accumulated amortization of $9,623 and $8,146, respectively	16,598	12,754
Other assets	33,277	19,456
Consolidated Funds		
Cash and cash equivalents	789	7,210
Securities owned, at fair value	6,191	8,722
Other investments, at fair value	261,898	333,374
Other assets	283	732
Total Assets	**$ 1,793,457**	**$ 1,247,170**
Liabilities and Stockholders' Equity		
Securities sold, not yet purchased, at fair value	$ 442,261	$ 197,916
Securities sold under agreements to repurchase	169,439	192,165
Payable to brokers	321,226	85,655
Compensation payable	26,731	76,204
Short-term borrowings and other debt	6,618	31,733
Fees payable (see Note 18)	6,428	8,797
Due to related parties (see Note 18)	2,557	9,187
Accounts payable, accrued expenses and other liabilities	61,718	42,267
Consolidated Funds		
Capital withdrawals payable	3,510	7,817
Accounts payable, accrued expenses and other liabilities	662	1,827
Total Liabilities	**1,041,150**	**653,568**
Commitments and Contingencies (see Note 13)		
Redeemable non-controlling interests	**114,349**	**144,346**
Stockholders' equity		
Preferred stock, par value $0.01 per share; 10,000,000 shares authorized, no shares issued and outstanding	—	—
Class A common stock, par value $0.01 per share: 250,000,000 shares authorized, 116,246,786 and 75,490,209 shares issued and outstanding as of June 30, 2011 and December 31, 2010, respectively (including 1,110,836 and 1,554,124 restricted shares, respectively)	1,130	726
Class B common stock, par value $0.01 per share: 250,000,000 authorized, no shares issued and outstanding	—	—
Additional paid-in capital	674,205	504,480
(Accumulated deficit) retained earnings	(35,851)	(55,970)
Accumulated other comprehensive income	375	20
Less: Class A common stock held in treasury, at cost: 499,136 shares as of June 30, 2011	(1,901)	—
Total Stockholders' Equity	**637,958**	**449,256**
Total Liabilities and Stockholders' Equity	**$ 1,793,457**	**$ 1,247,170**

The accompanying notes are an integral part of these condensed consolidated financial statements.

Cowen Group, Inc.

Condensed Consolidated Statements of Operations

(in thousands, except per share data)

(unaudited)

	Three Months Ended June 30, 2011	Three Months Ended June 30, 2010	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010
Revenues				
Investment banking	$ 14,343	$ 9,938	$ 29,025	$ 15,943
Brokerage	24,607	29,793	52,198	59,369
Management fees	11,857	8,881	23,021	18,151
Incentive income	675	(100)	5,056	1,994
Interest and dividends	5,840	1,380	10,399	2,183
Reimbursement from affiliates	981	1,741	1,990	3,484
Other revenues	232	398	922	1,020
Consolidated Funds				
Interest and dividends	136	2,965	305	8,746
Other	8	4	8	370
Total revenues	**58,679**	**55,000**	**122,924**	**111,260**
Expenses				
Employee compensation and benefits	43,575	38,547	88,662	81,980
Floor brokerage and trade execution	3,685	3,945	7,795	8,973
Interest and dividends	3,115	621	5,724	1,067
Professional, advisory and other fees	10,398	2,879	17,538	5,267
Service fees	4,366	4,034	7,978	7,853
Communications	4,342	3,153	7,235	6,454
Occupancy and equipment	4,991	5,845	10,113	11,474
Depreciation and amortization	2,011	2,390	4,069	4,884
Client services and business development	4,132	4,379	8,809	8,544
Other	(259)	4,710	4,034	12,092
Consolidated Funds				
Interest and dividends	40	(177)	87	1,390
Professional, advisory and other fees	613	831	1,073	1,509
Floor brokerage and trade execution	—	285	—	994
Other	219	243	341	447
Total expenses	**81,228**	**71,685**	**163,458**	**152,928**
Other income (loss)				
Net gains (losses) on securities, derivatives and other investments	76	249	17,358	1,774
Bargain purchase gain	22,244	—	22,244	—
Consolidated Funds:				
Net realized and unrealized gains (losses) on investments and other transactions	4,971	(8,211)	7,314	11,006
Net realized and unrealized gains (losses) on derivatives	(84)	720	(525)	500
Net gains (losses) on foreign currency transactions	(117)	777	(273)	52
Total other income	**27,090**	**(6,465)**	**46,118**	**13,332**
Income (loss) before income taxes	**4,541**	**(23,150)**	**5,584**	**(28,336)**
Income tax expense (benefit)	(17,954)	599	(17,791)	333
Net income (loss)	**22,495**	**(23,749)**	**23,375**	**(28,669)**
Net income (loss) attributable to redeemable non-controlling interests in consolidated subsidiaries	2,458	(2,552)	3,256	5,504
Net income (loss) attributable to Cowen Group, Inc. stockholders	**$ 20,037**	**$ (21,197)**	**$ 20,119**	**$ (34,173)**
Weighted average common shares outstanding:				
Basic	76,330	72,693	75,600	72,601
Diluted	77,898	72,693	76,889	72,601
Earnings (loss) per share:				
Basic	$ 0.26	$ (0.29)	$ 0.27	$ (0.47)
Diluted	$ 0.26	$ (0.29)	$ 0.26	$ (0.47)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Cowen Group, Inc.

Condensed Consolidated Statements of Changes in Equity

(in thousands, except share data)

(unaudited)

	Common Shares Outstanding	Common Stock	Treasury Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Income	Retained Earnings/ (Accumulated deficit)	Total Stockholders' Equity	Redeemable Noncontrolling Interest	Total Comprehensive Income (Loss)
Balance, December 31, 2010	**75,490,209**	**$ 726**	**$ —**	**$ 504,480**	**$ 20**	**$ (55,970)**	**$ 449,256**	**$ 144,346**	
Comprehensive income (loss):									
Net income (loss)	—	—	—	—	—	20,119	20,119	3,256	$ 23,375
Defined Benefit Plans	—	—	—	—	195	—	195	—	195
Foreign currency translation	—	—	—	—	160	—	160	—	160
Total comprehensive income (loss)	—	—	—	—	355	20,119	20,474	3,256	$ 23,730
Capital contributions	—	—	—	—	—	—	—	4,038	
Capital withdrawals	—	—	—	—	—	—	—	(40,761)	
Consolidation of RCG Linkem II LLC								3,470	
Restricted stock awards issued	405,580	—	—	—	—	—	—	—	
Common stock issuance upon acquisition (see Note 2)	40,850,133	409	—	155,639	—	—	156,048	—	
Purchase of treasury stock	(499,136)	(5)	(1,901)				(1,906)		
Amortization of share based compensation	—	—	—	14,086	—	—	14,086	—	
Balance, June 30, 2011	**116,246,786**	**$ 1,130**	**$ (1,901)**	**$ 674,205**	**$ 375**	**$ (35,851)**	**$ 637,958**	**$ 114,349**	

The accompanying notes are an integral part of these condensed consolidated financial statements.

Cowen Group, Inc.

Condensed Consolidated Statements of Cash Flows

(in thousands)

(unaudited)

	Six Months Ended June 30,	
	2011	2010
	(dollars in thousands)	
Cash flows from operating activities:		
Net income (loss)	$ 23,375	$ (28,669)
Adjustments to reconcile net income (loss) to net cash provided by / (used in) operating activities:		
Bargain purchase gain	(22,244)	—
Depreciation and amortization	4,069	4,884
Share-based compensation	14,086	9,310
Net loss on disposal of fixed assets	—	266
Purchases of securities owned, at fair value	(5,053,676)	(666,553)
Proceeds from sales of securities owned, at fair value	4,834,296	409,108
Proceeds from the sale of securities sold, not yet purchased, at fair value	2,485,115	306,842
Payments to cover securities sold, not yet purchased, at fair value	(2,435,760)	(295,263)
Net (gains) losses on securities, derivatives and other investments	(13,509)	(1,975)
Consolidated Funds:		
Purchases of securities owned, at fair value	(245,778)	(212,811)
Proceeds from sales of securities owned, at fair value	248,297	202,007
Purchases of other investments	(11,101)	(18,634)
Proceeds from sales of other investments	87,963	117,873
Net realized and unrealized (gains) losses on investments and other transactions	(5,373)	(15,578)
(Increase) decrease in operating assets:		
Cash acquired upon acquisition (see Note 2)	117,496	—
Cash collateral pledged	(41)	—
Securities owned, at fair value, held at broker dealer	(73,150)	82,450
Receivable from brokers	64,704	(11,697)
Fees receivable	9,246	5,325
Due from related parties	(136)	259
Other assets	(8,765)	5,404
Consolidated Funds:		
Cash and cash equivalents	6,421	(6,089)
Other assets	449	99
Increase (decrease) in operating liabilities:		
Securities sold, not yet purchased, at fair value, held at broker dealer	28,189	11,727
Payable to brokers	154,035	101,469
Compensation payable	(52,799)	(51,711)
Fees payable	(3,338)	(3,840)
Due to related parties	(6,630)	(800)
Accounts payable, accrued expenses and other liabilites	3,339	(20,775)
Consolidated Funds:		
Accounts payable, accrued expenses and other liabilities	(1,165)	661
Net cash provided by / (used in) operating activities	**147,615**	**(76,711)**

Cowen Group, Inc.

Condensed Consolidated Statements of Cash Flows (Continued)

(in thousands)

(unaudited)

	Six Months Ended June 30, 2011	2010
	(dollars in thousands)	
Cash flows from investing activities:		
Securities purchased under agreements to resell	20,423	—
Purchases of other investments	(40,650)	(3,164)
Proceeds from sales of other investments	39,567	5,686
Purchase of fixed assets	(4,263)	(172)
Net cash provided by / (used in) investing activities	**15,077**	**2,350**
Cash flows from financing activities:		
Securities sold under agreements to repurchase	(22,726)	28,640
Repayments on short-term borrowings and other debt	(25,608)	(25,000)
Borrowings on short-term borrowings and other debt	493	—
Capital withdrawals to non-controlling interests	(2,009)	—
Consolidated Funds:		
Capital contributions by non-controlling interests in Consolidated Funds	4,038	2,646
Capital withdrawals to non-controlling interests in Consolidated Funds	(43,059)	(63,942)
Net cash (used in) / provided by financing activities	**(88,871)**	**(57,656)**
Change in cash and cash equivalents	73,821	(132,017)
Cash and cash equivalents at beginning of year	36,354	147,367
Cash and cash equivalents at end of period	**$ 110,175**	**$ 15,350**
Supplemental non-cash information:		
Deconsolidation of CHRP GP (see Note 3b)	$ —	$ 1,712
Net assets of consolidated entity	$ 3,470	$ —
Net settlement of cash collateral pledged with repayments on the line of credit	$ —	$ 6,745
Purchase of treasury stock upon close of acquisition (see Note 15)	$ 1,901	$ —
Common stock issuance upon close of acquisition (see Note 2)	$ 156,048	$ —
Net assets acquired upon acquisition (net of cash)	$ 58,486	$ —
Non-compete agreements acquired	$ 2,310	$ —

The accompanying notes are an integral part of these condensed consolidated financial statements.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements

(unaudited)

1. Organization and Business

Cowen Group, Inc., a Delaware corporation, was formed on June 1, 2009 in connection with the Transaction Agreement and Agreement and Plan of Merger ("Transaction Agreement"), dated as of June 3, 2009, by and among Cowen Holdings, Inc. ("Cowen Holdings," formerly Cowen Group, Inc.), Lexington Merger Corp., Ramius LLC ("Ramius," formerly Park Exchange LLC) and RCG Holdings LLC ("RCG," formerly Ramius LLC).

Cowen Group, Inc. is a diversified financial services firm and, together with its consolidated subsidiaries (collectively, "Cowen Group" or the "Company"), provides alternative investment management, investment banking, research, market-making and sales and trading services through its two business segments: alternative investment management and broker-dealer. The alternative investment management segment includes hedge funds, replication products, mutual funds, managed futures funds, fund of funds, real estate, healthcare royalty funds, cash management services and mortgage advisory services, offered primarily under the Ramius name. The broker-dealer segment offers industry-focused investment banking services for growth-oriented companies, including advisory and global credit markets origination and domain knowledge-driven research, and a sales and trading platform for institutional investors, primarily under the Cowen name and an ETF market-making business, both domestically and internationally.

2. Acquisition

The acquisition of LaBranche & Co Inc. ("LaBranche") by the Company was consummated pursuant to the terms of the Agreement and Plan of Merger ("Merger Agreement"), dated as of February 16, 2011, after the market close on June 28, 2011. LaBranche Capital, LLC (LCAP), which was renamed "Cowen Capital LLC" following consummation of the acquisition, was a wholly owned subsidiary of LaBranche and is now a wholly-owned subsidiary of the Company, is a registered broker-dealer and Financial Industry Regulatory Authority ("FINRA") member firm that operates as a market-maker in Exchange Traded Funds ("ETFs"), engages in hedging activities in options, ETFs, structured notes, foreign currency securities and futures related to its market-making operations and also conducts principal trading activities in these securities. Prior to the acquisition, LaBranche discontinued certain operations in its market-making segment, including upstairs options market-making on various exchanges and electronic market-making in the International Securities Exchange. As of the close of market on June 28, 2011, LaBranche stock was delisted and no longer trades on the New York Stock Exchange.

Under the terms of the Merger Agreement, each outstanding share of LaBranche was converted into 0.9980 shares of Cowen Class A common stock (the "Exchange Ratio"). The consideration received by LaBranche's shareholders was valued at approximately $156 million in the aggregate, based on the closing price of Cowen Class A common stock on the NASDAQ Global Select Market of $3.82 on June 28, 2011. This is based on 40,931,997 shares of LaBranche stock that were outstanding on the date of the completion of the acquisition.

The acquisition was accounted for under the acquisition method of accounting in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). In this case, the acquisition was accounted for as an acquisition by Cowen of LaBranche. As such, results of operations for LaBranche are included in the accompanying condensed consolidated statements of operations since the date of acquisition, and the assets acquired and liabilities assumed were recorded at their estimated fair values. The fair value of Cowen shares issued to LaBranche shareholders was the

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

2. Acquisition (Continued)

purchase consideration for the acquisition. Based on the June 28, 2011 preliminary purchase price allocation, the fair value of the net identifiable assets acquired and liabilities assumed amounted to $175.9 million, (excluding $2.3 million non-compete agreements acquired) exceeding the fair value of the preliminary purchase price of $156 million. As a result, the Company recognized a preliminary, nonrecurring bargain purchase gain of approximately $22.2 million in the second quarter of 2011, which is included in other income in the condensed consolidated statements of operations for the three and six month periods ended June 30, 2011. The Company's share price has traded below its book value for a substantial part of the last 52 weeks, and as the preliminary purchase consideration (the Exchange Ratio) was determined based on the stock price of Cowen on June 28, 2011, the purchase price allocation based on the fair value of LaBranche's net assets at acquisition date reflected in these condensed consolidated financial statements has resulted in a bargain purchase gain.

The Company is currently in the process of finalizing the valuation for certain acquired assets of LaBranche; therefore, the fair value measurements at June 28, 2011 and the gain on acquisition of business are preliminary and subject to further adjustment. The allocation of the purchase price to the net assets acquired will be finalized as necessary, up to one year after the acquisition closing date, as information becomes available. The following table summarizes the preliminary purchase price allocation of net tangible and intangible assets acquired as of June 28, 2011:

	(dollars in thousands)	
Cash and cash equivalents	$	117,496
Cash collateral pledged		1,127
Securities owned, at fair value		221,855
Other investments		2,569
Receivable from brokers		93,754
Fixed assets, net		8,804
Intangibles		3,010
Other assets		4,897
Securities sold, not yet purchased, at fair value		(175,391)
Payable to brokers		(81,536)
Compensation payable		(3,521)
Fees payable		(969)
Unfavorable lease		(3,388)
Accounts payable, accrued expenses and other liabilities		(12,725)
Total net assets acquired	**$**	**175,982**
Non-compete agreements acquired		2,310
Goodwill/(Bargain purchase gain) on transaction		(22,244)(1)
Total purchase price	**$**	**156,048**

(1) Represents the preliminary bargain purchase gain on the acquisition.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

2. Acquisition (Continued)

The Company believes that all of the acquired receivables and contractual amounts receivable as reflected above in the preliminary allocation of the purchase price are recorded at fair value and are expected to be collected in full.

The Company recognized approximately $0.6 million and $2.3 million of acquisition-related costs, including legal, accounting, and valuation services for the three months and six months ended June 30, 2011, respectively. These costs are included in professional, advisory and other fees and other expenses in the condensed consolidated statements of operations.

As of June 30, 2011, the estimated fair value of the Company's intangibles, as acquired through the acquisition, is $3 million. In addition, non-compete agreements for the amount of $2.3 million, were negotiated as part of the acquisition, which have been recognized separately from the acquisition of assets and liabilities assumed in accordance U.S. GAAP. The total non-compete agreements acquired of $2.5 million, have been included within Intangible assets, net in the condensed consolidation statements of financial condition. The allocation of the intangibles is as follows:

	Estimated Intangible Assets Acquired (in thousands)	Estimated average remaining useful lives (years)
Intangible asset class		
Exchange memberships	$ 240	indefinite
Covenants to not compete	1,950	1 or 2
Covenants with limiting conditions	580	10
Intellectual property	2,550	3
Total intangible assets	$ 5,320	

Amortization expense for the three and six months ended June 30, 2011, respectively, is immaterial. The estimated amortization expense related to these intangible assets in future years is as follows:

	(dollars in thousands)
2011	$ 997
2012	1,883
2013	1,341
2014	483
2015	58
Thereafter	318
	$ 5,080

Included in the accompanying condensed consolidated statements of operations for the three months and six months ended June 30, 2011 are revenues of $0.2 million and a net income of $0.2 million related to LaBranche's results of operations for the period from June 29, 2011 through June 30, 2011.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

2. Acquisition (Continued)

The following unaudited supplemental pro forma information presents condensed consolidated financial results for the six month periods as if the acquisition was completed as of January 1, 2010. This supplemental pro forma information has been prepared for comparative purposes only and is not intended to be indicative of what the Company's results would have been had the acquisition been completed on January 1, 2010, nor does it purport to be indicative of any future results.

	For the six months ended June 30,	
	2011	2010
	(in thousands)	
Revenues	$ 124,245	$ 111,986
Net Income	1,129	(56,929)
Net Income per common share		
Basic	0.01	(0.50)
Diluted	0.01	(0.50)

3. Significant Accounting Policies

a. Basis of presentation

These unaudited condensed consolidated financial statements and related notes have been prepared in accordance with US GAAP and the rules and regulations of the U.S. Securities and Exchange Commission ("SEC") related to interim financial statements. Results for interim periods should not be considered indicative of results for any other interim period or for the full year. These financial statements should be read in conjunction with the audited condensed consolidated financial statements as of December 31, 2010 and 2009 and for the years ended December 31, 2010, 2009, and 2008, included in the Form 10-K of Cowen Group as filed with the SEC on March 14, 2011. The financial information contained herein is unaudited; however, management believes all adjustments have been made that are necessary for a fair presentation of the results for the interim periods. The year end condensed balance sheet data was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States of America. All material intercompany transactions and balances have been eliminated in consolidation. Certain fund entities that are consolidated in these condensed consolidated financial statements, as further discussed below, are not subject to these consolidation provisions with respect to their own investments pursuant to their specialized accounting.

The Company serves as the managing member/general partner and/or investment manager to affiliated fund entities which it sponsors and manages. Funds in which the Company has a substantive, controlling general partner interest are consolidated with the Company pursuant to US GAAP as described below. Consequently, the Company's condensed consolidated financial statements reflect the assets, liabilities, income and expenses of these funds on a gross basis. The ownership interests in these funds which are not owned by the Company are reflected as redeemable non-controlling interests in consolidated subsidiaries in the accompanying condensed consolidated financial statements. The management fees and incentive income earned by the Company from these funds are eliminated in consolidation.

3. Significant Accounting Policies (Continued)

b. Principles of consolidation

The Company determines whether it has a controlling financial interest in an entity by first evaluating whether the entity is a voting operating entity ("VOE") or a variable interest entity ("VIE") under US GAAP.

Voting Operating Entities—VOEs are entities in which (i) the total equity investment at risk is sufficient to enable the entity to finance its activities independently and (ii) the equity holders at risk have the obligation to absorb losses, the right to receive residual returns and the right to direct the activities of the entity that most significantly impact the entity's economic performance. VOEs are consolidated in accordance with Financial Accounting Standards Board ("FASB") accounting standards.

Under FASB accounting standards, the usual condition for a controlling financial interest in an entity is ownership of a majority voting interest. Accordingly, the Company consolidates VOEs in which it owns a majority of the entity's voting shares or units. FASB accounting standards also provide that a general partner of a limited partnership (or a managing member, in the case of a limited liability company) is presumed to control the partnership, and thus should consolidate it, unless a simple majority of the limited partners has the right to remove the general partner without cause or to terminate the partnership. In accordance with these standards, the Company presently consolidates five funds deemed to be VOEs for which it acts as the general partner and investment manager.

As of June 30, 2011 the Company consolidates the following funds (the "Consolidated Funds"): Ramius Enterprise LP ("Enterprise LP"), Ramius Multi-Strategy FOF LP ("Multi-Strat FOF"), Ramius Vintage Multi-Strategy FOF LP ("Vintage LP"), Ramius Levered Multi-Strategy FOF LP ("Levered FOF"), and RTS Global 3x Fund LP ("RTS Global 3x").

In addition, RCG Linkem II LLC was consolidated when it first commenced operations during the second quarter of 2011. The Company determined that it exercises control over RCG Linkem II LLC as it acts as a managing member of this entity.

Variable Interest Entities—VIEs are entities that lack one or more of the characteristics of a VOE. In accordance with FASB accounting standards, an enterprise must consolidate all VIEs of which it is the primary beneficiary. Under the new FASB consolidation model for VIEs, an enterprise that (1) has the power to direct the activities of a VIE that most significantly impacts the VIE's economic performance, and (2) has an obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE, is considered to have a controlling financial interest in the VIE and thus is required to consolidate it.

However, the FASB has deferred the application of the new consolidation model for VIEs that meet the following conditions; (a) the entity has all the attributes of an investment company as defined under AICPA Audit and Accounting Guide, *Investment Companies*, or does not have all the attributes of an investment company but is an entity for which it is acceptable based on industry practice to apply measurement principles that are consistent with the AICPA Audit and Accounting Guide, *Investment Companies*, (b) the reporting entity does not have explicit or implicit obligations to fund any losses of the entity that could potentially be significant to the entity, and (c) the entity is not a securitization entity, asset-backed financing entity or an entity that was formerly considered a qualifying special-purpose entity. The Company's involvement with its funds is such that all three of the above conditions

3. Significant Accounting Policies (Continued)

are met. Where the VIEs have qualified for the deferral, the analysis is based on previous consolidation rules. These rules require an analysis to (a) determine whether an entity in which the Company holds a variable interest is a variable interest entity and (b) whether the Company's involvement, through holding interests directly or indirectly in the entity or contractually through other variable interests (e.g., management and performance related fees), would be expected to absorb a majority of the VIE's expected losses, receive a majority of the VIEs expected residual returns, or both. If this condition is met, the Company is considered to have a controlling financial interest in the VIE and thus is required to consolidate it. Under both guidelines, the Company determines whether it is the primary beneficiary of a VIE at the time it becomes involved with a variable interest entity and reconsiders that conclusion continuously.

The Company determines whether it is the primary beneficiary of a VIE by performing a qualitative and/or quantitative analysis of the VIE that includes a review of, among other things, its capital structure, terms of any contracts between the Company and the VIE, which interests create or absorb variability, related party relationships and the design of the VIE. As of June 30, 2011, the Company does not consolidate any VIEs.

The Company has determined that it no longer exercises control over Cowen Healthcare Royalty GP, LLC (the "CHRP GP") as it no longer acts as a managing member of this entity, and beginning with the first quarter of 2010, no longer consolidates this entity. The Company now accounts for its investment in the CHRP GP under the equity method of accounting.

As at June 30, 2011, the Company holds a variable interest in Ramius Enterprise Master Fund Ltd ("Enterprise Master"), Ramius Multi-Strategy Master FOF LP and Ramius Vintage Multi-Strategy Master FOF LP (the "Unconsolidated Master Funds") through three of its Consolidated Funds: Enterprise LP, Multi-Strat FOF and Vintage FOF (the "Consolidated Feeder Funds"), respectively. Investment companies like the Consolidated Feeder Funds, which account for their investments under the specialized industry accounting guidance for investment companies prescribed under FASB accounting standards, are not subject to the consolidation provisions for their investments. Therefore, the Company has not consolidated the Unconsolidated Master Funds.

In the ordinary course of business, the Company also sponsors various other entities that it has determined to be VIEs. These VIEs are primarily funds and real estate entities for which the Company serves as the general partner, managing member and/or investment manager with decision-making rights.

The Company does not consolidate any of the funds or real estate entities that are VIEs as it has concluded that it is not the primary beneficiary in each instance. Fund investors are entitled to all of the economics of these VIEs with the exception of the management fee and incentive income, if any, earned by the Company. The Company's involvement with funds and real estate entities that are unconsolidated VIEs is limited to providing investment management services in exchange for management fees and incentive income. Although the Company may advance amounts and pay certain expenses on behalf of the funds and real estate entities that it considers to be VIEs, it does not provide, nor is it required to provide, any type of substantive financial support to these entities outside of regular investment management services.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

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3. Significant Accounting Policies (Continued)

The total assets and liabilities of the variable interest entities for which the Company has concluded that it holds a variable interest, but for which it is not the primary beneficiary, are $296 million and $1.9 million as of June 30, 2011 and $383.3 million and $26.7 million as of December 31, 2010, respectively. In addition, the maximum exposure relating to these variable interest entities as of June 30, 2011 was $236.7 million, all of which is in other investments, at fair value and as of December 31, 2010 was $307.8 million, of which $307.2 million is included in other investments, at fair value and $0.6 million is included in due from related parties in the Company's condensed consolidated statements of financial condition, respectively. The Consolidated Feeder Funds' maximum exposure to loss related to their respective Unconsolidated Master Funds at June 30, 2011 and December 31, 2010 was limited to their investments in their respective Unconsolidated Master Funds. See Note 5 for further information regarding the Company's investments.

Equity Method Investments—For operating entities over which the Company exercises significant influence but which do not meet the requirements for consolidation as outlined above, the Company uses the equity method of accounting. The Company's investments in equity method investees are recorded in other investments in the condensed consolidated statements of financial condition. The Company's equity in earnings or losses from equity method investees is included in net gains (losses) on securities, derivatives and other investments in the condensed consolidated statements of operations.

The Company evaluates for impairment its equity method investments whenever events or changes in circumstances indicate that the carrying amounts of such investments may not be recoverable. The difference between the carrying value of the equity method investment and its estimated fair value is recognized as an impairment when the loss in value is deemed other than temporary.

Cost Method Investments—When the Company does not have a controlling financial interest and does not exert significant influence over an entity's operating and financial policies, but has an investment in private equity for which market quotations are not readily available and is not otherwise accounted for at fair value, the Company accounts for its investment in accordance with the cost method of accounting.

Other—If the Company does not consolidate an entity, apply the equity method of accounting or account for an investment under the cost method, the Company accounts for all other debt and marketable equity securities which are bought and held principally for the purpose of selling them in the near term as trading securities in accordance with FASB accounting standards, at fair value with unrealized gains (losses) resulting from changes in fair value reflected within net gains (losses) on securities, derivatives and other investments in the condensed consolidated statements of operations.

Retention of Specialized Accounting—The Consolidated Funds are investment companies and apply specialized industry accounting for investment companies. The Company has retained this specialized accounting for these funds pursuant to FASB accounting standards. The Consolidated Funds report their investments on the condensed consolidated statements of financial condition at their estimated fair value, with unrealized gains (losses) resulting from changes in fair value reflected as a component of operations. Accordingly, the accompanying condensed consolidated financial statements reflect different accounting policies for investments depending on whether or not they are held through a consolidated investment company. In addition, the Company's broker-dealer subsidiaries, Cowen and Company, LLC ("Cowen and Company"), Cowen Capital LLC, Cowen International Trading Limited,

3. Significant Accounting Policies (Continued)

Cowen and Company (Asia) Limited ("CCAL"), and Cowen Structured Products Hong Kong Limited, and apply the specialized industry accounting for brokers and dealers in securities also prescribed under FASB accounting standards. The Company also has retained this specialized accounting in consolidation.

c. Use of estimates

The preparation of the condensed consolidated financial statements in conformity with GAAP requires the management of the Company to make estimates and assumptions that affect the fair value of securities and other investments, the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements, the accounting for goodwill and identifiable intangible assets and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

d. Valuation of investments and derivative contracts

The FASB accounting standards establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are as follows:

Level 1 Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date;

Level 2 Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly, including inputs in markets that are not considered to be active; and

Level 3 Fair value is determined based on pricing inputs that are unobservable and includes situations where there is little, if any, market activity for the asset or liability. The determination of fair value for assets and liabilities in this category requires significant management judgment or estimation.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the Company. The Company considers observable data to be that market data which is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to the Company's perceived risk of that instrument.

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Notes to Condensed Consolidated Financial Statements (Continued)

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3. Significant Accounting Policies (Continued)

The Company and its operating company subsidiaries act as the manager for the Consolidated Funds. Both the Company and the Consolidated Funds hold certain investments which are valued by the Company, acting as the investment manager. The fair value of these investments is generally estimated based on proprietary models developed by the Company, which include discounted cash flow analyses, public market comparables, and other techniques and may be based, at least in part, on independently sourced market information. The material estimates and assumptions used in these models include the timing and expected amount of cash flows, the appropriateness of discount rates used, and, in some cases, the ability to execute, timing of, and estimated proceeds from expected financings. Significant judgment and estimation goes into the selection of an appropriate valuation methodology as well as the assumptions used in these models, and the timing and actual values realized with respect to investments could be materially different from values derived based on the use of those estimates. The valuation methodologies applied impact the reported value of the Company's investments and the investments held by the Consolidated Funds in the condensed consolidated financial statements. Certain of the Company's investments are relatively illiquid or thinly traded and may not be immediately liquidated on demand if needed. Fair values assigned to these investments may differ significantly from the fair values that would have been used had a ready market for the investments existed and such differences could be material.

The Company primarily uses the "market approach" valuation technique to value its financial instruments measured at fair value. In determining an instrument's placement within the hierarchy, the Company separates the Company's financial instruments into three categories: securities, derivative contracts and other investments. To the extent applicable, each of these categories can further be divided between those held long or sold short.

Securities—Securities whose values are based on quoted market prices in active markets for identical assets, and are therefore classified in level 1 of the fair value hierarchy, include active listed equities, certain U.S. government and sovereign obligations, ETF's and certain money market securities. The Company does not adjust the quoted price for such instruments, even in situations where the Company holds a large position and a sale could reasonably impact the quoted price.

Certain positions for which there is a limited market, consisting primarily of convertible debt, corporate debt and loans, are stated at fair value. The estimated fair values assigned by management are determined in good faith and are based on available information considering, among other things, quotations provided by published pricing services, counterparties and other market participants, and pricing models using quoted inputs, and do not necessarily represent the amounts which might ultimately be realized. Such positions that trade in markets that are not considered to be active, but are valued based on quoted market prices, dealer quotations or alternative pricing sources which are supported by observable inputs are classified within level 2. As level 2 investments include positions that are not traded in active markets and/or are subject to transfer restrictions, valuations may be adjusted to reflect illiquidity and/or non-transferability.

Derivative contracts—Derivative contracts can be exchange-traded or privately negotiated over-the-counter ("OTC"). Exchange-traded derivatives, such as futures contracts and exchange traded option contracts, are typically classified within level 1 or level 2 of the fair value hierarchy depending on whether or not they are deemed to be actively traded. OTC derivatives, such as generic forwards,

3. Significant Accounting Policies (Continued)

swaps and options, have inputs which can generally be corroborated by market data and are therefore classified within level 2. Futures and equity swap derivative contracts are included within other assets on the condensed consolidated statements of financial condition and all other derivatives are included within securities owned, at fair value on the condensed consolidated statements of financial condition.

Other investments—Other investments consist primarily of portfolio funds, real estate investments and equity method investments, which are valued as follows:

i. **Portfolio funds—**Portfolio funds ("Portfolio Funds") include interests in funds and investment companies managed by the Company or its affiliates. The Company follows an accounting pronouncement regarding fair value measurements and disclosures relating to investments in certain entities that calculate net asset value ("NAV") per share (or its equivalent). The guidance permits, as a practical expedient, an entity holding investments in certain entities that either are investment companies as defined by the AICPA Audit and Accounting Guide, Investment Companies, or have attributes similar to an investment company, and calculate net asset value per share or its equivalent for which the fair value is not readily determinable, to measure the fair value of such investments on the basis of that NAV per share, or its equivalent, without adjustment.

The Company categorizes its investments in Portfolio Funds within the fair value hierarchy dependent on the ability to redeem the investment. If the Company has the ability to redeem its investment at NAV at the measurement date or within the near term, the Portfolio Fund is categorized as a Level 2 fair value measurement. If the Company does not know when it will have the ability to redeem its investment or cannot do so in the near term, the Portfolio Fund is categorized as a Level 3 fair value measurement. See Note 5 and Note 6 for further details of the Company's investments in Portfolio Funds.

ii. **Real estate investments—**Real estate investments are valued at estimated fair value. The fair value of real estate investments are estimated based on the price that would be received to sell an asset in an orderly transaction between marketplace participants at the measurement date. Real estate investments without a public market are valued based on assumptions and valuation techniques used by the Company. Such valuation techniques may include discounted cash flow analysis, prevailing market capitalization rates or earning multiples applied to earnings from the investment, analysis of recent comparable sales transactions, actual sale negotiations and bona fide purchase offers received from third parties, consideration of the amount that currently would be required to replace the asset, as adjusted for obsolescence, as well as independent external appraisals. In general, the Company considers several valuation techniques when measuring the fair value of a real estate investment. However, in certain circumstances, a single valuation technique may be appropriate. Real estate investments are reviewed on a quarterly basis by the Company for significant changes at the property level or a significant change in the overall market which would impact the value of the real estate investment resulting in unrealized appreciation or depreciation.

The Company also reflects its real estate equity investments net of investment level financing. Valuation adjustments attributable to underlying financing arrangements are considered in the

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Notes to Condensed Consolidated Financial Statements (Continued)

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3. Significant Accounting Policies (Continued)

real estate equity valuation based on amounts at which the financing liabilities could be transferred to market participants at the measurement date.

Real estate and capital markets are cyclical in nature. Property and investment values are affected by, among other things, the availability of capital, occupancy rates, rental rates and interest and inflation rates. In addition, the Company invests in real estate and real estate related investments for which no liquid market exists. The market prices for such investments may be volatile and may not be readily ascertainable. Amounts ultimately realized by the Company from investments sold may differ from the fair values presented, and the differences could be material.

The Company's real estate investments are typically categorized as Level 3 within the fair value hierarchy as management uses significant unobservable inputs in determining their estimated fair value.

See Note 5 and 6 for further information regarding the Company's investments, including equity method investments, and fair value measurements.

e. Securities purchased under agreements to resell and securities sold under agreements to repurchase

The Company uses securities purchased under agreements to resell and securities sold under agreements to repurchase ("Repurchase Agreements") as part of its liquidity management activities and to support its trading and risk management activities. In particular, securities purchased and sold under Repurchase Agreements are used for short-term liquidity purposes. As of June 30, 2011, Repurchase Agreements are secured predominantly by liquid corporate credit and/or government-issued securities. The use of Repurchase Agreements will fluctuate with the Company's need to fund short term credit or obtain competitive short term credit financing. The Company's securities purchased under agreements to resell and securities sold under agreements to repurchase were transacted pursuant to agreements with multiple counterparties as of June 30, 2011 and December 31, 2010.

Transactions involving purchases of securities under agreements to resell are carried at their contract value which approximates fair value. As of June 30, 2011 and December 31, 2010, the fair value of the collateral received by the Company was $76 million and $95.5 million, respectively.

Transactions involving the sale of securities under agreements to repurchase are carried at their contract value and are accounted for as collateralized financings. In connection with these financings, as of June 30, 2011 and December 31, 2010, the Company had pledged collateral in the amount of $163.1 million and $207.4 million, respectively, which is included in securities owned, at fair value in the condensed consolidated statements of financial condition.

Collateral is valued daily and the Company and its counterparties may adjust the collateral or require additional collateral to be deposited when appropriate. Collateral held by counterparties may be sold or re-hypothecated by such counterparties, subject to certain limitations sometimes imposed by the Company. Collateralized Repurchase Agreements may result in credit exposure in the event the counterparties to the transactions are unable to fill their contractual obligations. The Company minimizes the credit risk associated with this activity by monitoring credit exposure and collateral

3. Significant Accounting Policies (Continued)

values, and by requiring additional collateral to be promptly deposited with or returned to the Company when deemed necessary.

f. Deferred rent

Deferred rent primarily consists of step rent, allowances from landlords and fair valuing our leases property in accordance with GAAP in relation to business combinations related to our leases properties. Step rent represents the difference between actual operating lease payments due and straight-line rent expense, which is recorded by the Company over the term of the lease, including the build-out period. This amount is recorded as deferred rent in the early years of the lease, when cash payments are generally lower than straight-line rent expense, and reduced in the later years of the lease when payments begin to exceed the straight-line expense. Landlord allowances are generally comprised of amounts received and/or promised to us by landlords and may be received in the form of cash or free rent. These allowances are part of the negotiated terms of the lease. We record a receivable from the landlord and a deferred rent liability when the allowances are earned. This deferred rent is amortized into income (through lower rent expense) over the term (including the pre-opening build-out period) of the applicable lease, and the receivable is reduced as amounts are received from the landlord. Liabilities resulting from valuing our leases acquired through business combinations are quantified by comparing the current fair value of the leases space to current rental payments. Deferred rent, included in a accounts payable, accrued expenses and other liabilities in the accompanying condensed consolidated statements of financial condition, for the years ended June 30, 2011 and December 31, 2010 is $18.9 million and $15.1 million, respectively.

g. Expenses

Included within expenses for the three and six month ended June 30, 2011 is $0.7 million and $3.5 million, respectively, in acquisition-related expenses such as legal, consulting and banking fees, associated with the acquisition of LaBranche and other reorganization charges within the alternative investment management business.

h. Recently adopted accounting pronouncements

In June 2011, the FASB issued guidance which eliminates the current option to report other comprehensive income and its components in the statement of changes in equity. The guidance requires consecutive presentation of the statement of operation and other comprehensive income and present reclassification adjustments on the face of the financial statement from other comprehensive income to net income. This guidance helps financial statement users better understand the causes of an entity's change in financial position and results of operations. The guidance is effective retrospectively for interim and annual periods beginning after December 15, 2011. The Company is currently assessing the impact of this guidance on its condensed consolidated financial statements.

In May 2011, the FASB issued guidance that changes the wording used to describe many of the requirements of GAAP for measuring the fair value and for disclosing information about fair value measurements. The guidance is effective prospectively for interim and annual periods beginning after December 15, 2011. Certain of the amendments could change how the fair value measurement guidance is applied including provisions related to highest and best use and valuation premise for

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Notes to Condensed Consolidated Financial Statements (Continued)

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3. Significant Accounting Policies (Continued)

nonfinancial assets, application to financial assets and financial liabilities with offsetting positions in market risks or counterparty credit risk, premiums or discounts in fair value measurement, fair value of an instrument classified in a reporting entity's shareholders' equity, and additional disclosure requirements about fair value measurements. The Company is currently assessing the impact of this guidance on its condensed consolidated financial statements.

In April 2011, the FASB issued guidance to improve the accounting for Repurchase Agreements (repos) and other agreements by modifying the criteria for determining when the transactions would be accounted for as financings (secured borrowings/lending agreements) as opposed to sales (purchases) with commitments to repurchase (resell). Specifically, the guidance removes from the assessment of effective control the criterion requiring the transferor to have the ability to repurchase or redeem the financial assets on substantially the agreed terms, even in default by the transferee. In accordance with the new guidance, the contractual rights and obligations determine effective control and there does not need to be a requirement to assess the ability to exercise those rights. The guidance is effective prospectively for new transfers and existing transactions that are modified in the first interim or annual period beginning on or after December 15, 2011. The Company is currently assessing the impact of this guidance on its condensed consolidated financial statements.

In January 2010, the FASB issued guidance on improving disclosures about fair value measurements. The guidance requires additional disclosure on transfers in and out of Levels 1 and 2 fair value measurements in the fair value hierarchy and the reasons for such transfers. In addition, for fair value measurements using significant unobservable inputs (Level 3), the reconciliation of beginning and ending balances shall be presented on a gross basis, with separate disclosure of gross purchases, sales, issuances and settlements and transfers in and transfers out of Level 3. The new guidance also requires enhanced disclosures on the fair value hierarchy to disaggregate disclosures by each class of assets and liabilities. In addition, an entity is required to provide further disclosures on valuation techniques and inputs used to measure fair value for fair value measurements that fall in either Level 2 or Level 3. The guidance is effective for interim and annual periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements, which are effective for fiscal years beginning after December 15, 2010. The Company adopted the guidance, excluding the reconciliation of Level 3 activity, with the issuance of its March 31, 2010 financial statements. In addition, the Company first adopted the guidance related to the reconciliation of Level 3 activity in its March 31, 2011 condensed consolidation financial statements. As the guidance is limited to enhanced disclosures, adoption did not have a material impact on the Company's condensed consolidated financial statements.

In April 2010, the FASB issued guidance on the accounting for stock awards to employees of a foreign operation or employees whose pay is denominated in a currency other than the one in which the equity security trades. The guidance clarifies that share-based payment awards with an exercise price denominated in the currency of a market in which a substantial portion of the entity's equity securities trade shall not be considered to contain a condition that is not a market, performance, or service condition. Such an award shall not be classified as a liability if it otherwise qualifies for equity classification. The guidance is effective for fiscal years and interim periods ending after December 15, 2010. The Company makes share-based payment awards to employees in foreign operations. The guidance did not have a material impact on the Company's condensed consolidated financial statements.

In December 2010, the FASB issued enhanced guidance on when to perform step two of the goodwill impairment test for reporting units with zero or negative carrying amounts. The updated guidance modifies existing requirements under step one of the goodwill impairment test for reporting units with zero or negative carrying amounts and requires step two to be performed if it is more likely than not that a goodwill impairment exists. The guidance is effective for interim and annual reporting periods beginning after December 15, 2010. As the Company's reporting units do not currently have zero or negative carrying values, adoption did not have a material impact on the Company's condensed consolidated financial statements.

In December 2010, the FASB issued guidance on disclosures around business combinations for public entities that present comparative financial statements. The guidance specifies that an entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period. The guidance is effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. As the guidance is limited to disclosures, adoption did not have a material impact on the Company's condensed consolidated financial statements.

i. Future adoption of accounting pronouncements

As of June 30, 2011, none of the changes to the Codification issued by the FASB that are not yet effective are expected to have a material impact on the Company's financial position or results of operations.

4. Cash collateral pledged

As of June 30, 2011 and December 31, 2010, cash collateral pledged in the amount of $9.8 million and $8.6 million, respectively, primarily relates to a) a bond held as collateral on a letter of credit and b) a letter of credit issued to the landlord of the Company's premises in New York City (see Note 14). Also included in cash collateral pledged as of June 30, 2011 and December 31, 2010 is $0.5 million, relating to an agreement that the Company has with Société Générale to cover the costs of litigation matters included in the agreement.

5. Investments of Operating Entities and Consolidated Funds

a. Operating Entities

Securities owned, at fair value

Securities owned are held by the Company and considered held for trading and carried at fair value. Substantially all equity securities and options are pledged to the clearing broker under terms which permit the clearing broker to sell or re-pledge the securities to others subject to certain limitations.

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5. Investments of Operating Entities and Consolidated Funds (Continued)

As of June 30, 2011 and December 31, 2010, securities owned consisted of the following, at fair value:

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
US Government securities(a)	$ 162,410	$ 143,247
Common stocks	207,841	116,215
Restricted common stock	5,000	5,000
Convertible bonds(b)	27,222	—
Corporate bonds(c)	316,126	191,702
Exchange traded funds	218,135	—
Options	45,409	14,349
Warrants and rights	3,411	2,334
Mutual funds	870	1,248
	$ 986,424	$ 474,095

(a) As of June 30, 2011, maturities ranged from June 2013 to February 2041 and interest rates ranged between 0.38% and 8%. As of December 31, 2010, maturities ranged from November 2019 to February 2026 and interest rates ranged between 3.38% and 8%.

(b) As of June 30, 2011, the maturity was April 2015 with interest rate of 5.50%.

(c) As of June 30, 2011, maturities ranged from December 2011 to February 2041 and interest rates ranged between 0.38% and 13.50%. At December 31, 2010, maturities ranged from May 2011 to August 2039 and interest rates ranged between 1.4% and 13%.

The Company's direct involvement with derivative financial instruments includes credit default swaps, futures, equity swaps, options and warrants and rights. Open equity in futures transactions are recorded as receivables from and payables to broker-dealers or clearing brokers as applicable. The Company's derivatives trading activities exposes us to certain risks, such as price and interest rate fluctuations, volatility risk, credit risk, foreign currency movements and changes in the liquidity of markets. The Company's long exposure to futures, equity swap and credit default swap derivative contracts, at fair value, as of June 30, 2011 and December 31, 2010 of $0.5 million and $0.4 million, respectively, is included in other assets in the accompanying condensed consolidated statements of financial condition. The Company's short exposure to futures and equity swap derivative contracts, at fair value, as of June 30, 2011 and December 31, 2010 of $0.8 million and $0.6 million, respectively, is included in accounts payable, accrued expenses and other liabilities in the accompanying condensed consolidated statements of financial condition. The gains/(losses) related to derivatives trading activities for the three months and six months ended June 30, 2011 were not material. The gains/(losses) on derivative contracts are included in other income in the condensed consolidated statements of operations.

Pursuant to the various derivatives transactions discussed above, the Company is required to post collateral for its obligations or potential obligations. As of June 30, 2011 and December 31, 2010, collateral consisting of $15.8 and $3.2 million, respectively, is included in receivable from brokers on

5. Investments of Operating Entities and Consolidated Funds (Continued)

the condensed consolidated statements of financial condition. As of June 30, 2011 and December 31, 2010 all derivative contracts were with multiple major financial institutions.

Other investments

As of June 30, 2011 and December 31, 2010, other investments consisted of the following:

Other investments

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
(1) Portfolio Funds, at fair value	$ 32,645	$ 29,391
(2) Real estate investments, at fair value	2,289	1,882
(3) Equity method investments	13,607	8,734
(4) Lehman claims, at fair value	501	313
	$ 49,042	$ 40,320

(1) Portfolio Funds, at fair value

The Portfolio Funds, at fair value as of June 30, 2011 and December 31, 2010, included the following:

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
Tapestry Investment Co PCC Ltd(a)	$ 284	$ 565
Cowen Healthcare Royalty Partners(b)(*)	14,618	14,769
Cowen Healthcare Royalty Partners II(b)(*)	279	143
Ramius Global Credit Fund LP(c)(*)	13,739	11,733
Ramius Alternative Replication Ltd(d)(*)	864	866
Ramius Enhanced Replication Fund LLC(e)(*)	553	—
Starboard Value and Opportunity Fund LP(f)(*)	323	—
Other private investment(g)	1,313	—
Other affiliated funds(h)(*)	672	1,315
	$ 32,645	$ 29,391

* These portfolio funds are affiliates of the Company

The Company has no unfunded commitments regarding the portfolio funds, at fair value held by the Company except as noted for Cowen Healthcare Royalty Partners, Cowen Healthcare Royalty Partners II and Starboard Value and Opportunity Fund LP in Note 13.

(a) Tapestry Investment Co PCC Ltd is in the process of liquidating and redemptions will be made periodically by the investment managers' decision based on cash available.

5. Investments of Operating Entities and Consolidated Funds (Continued)

(b) Cowen Healthcare Royalty Partners and Cowen Healthcare Royalty Partners II are private equity funds and therefore redemptions will be paid out at the investment manager's discretion.

(c) Ramius Global Credit Fund LP has a quarterly redemption policy with 60 day notice period and a one year soft lock (4% penalty).

(d) Ramius Alternative Replication Ltd has monthly redemption policies with a seven day notice period.

(e) Ramius Enhanced Replication Fund LLC has monthly redemption policies with a seven day notice period.

(f) Starboard Value and Opportunity Fund LP has quarterly redemption policies, after a one-year anniversary of the contribution, with thirty days notice period.

(g) Other private investment represents the Company's closed end investment in an Italian Wi-Fi company.

(h) The majority of these funds are real estate fund affiliates of the Company or are managed by the Company and the investors can redeem from these funds when cash is available.

(2) Real estate investments, at fair value

Real estate investments as of June 30, 2011 and December 31, 2010 are carried at fair value and include real estate equity investments held by RCG RE Manager, LLC ("RE Manager"), a real estate operating subsidiary of the Company, of $1.5 million and $1.1 million, respectively, and real estate debt investments held by the Company of $0.8 million, respectively.

(3) Equity method investments

Equity method investments include investments held by the Company in several operating companies whose responsibilities primarily include the day to day management of a number of real estate funds, including the portfolio management and administrative services related to the acquisition, disposition, and active monitoring of the real estate funds' underlying debt and equity investments. The Company's ownership interests in these equity method investments range from 30% to 55%. The Company holds a majority of the outstanding ownership interest (i.e., more than 50%) in three of these entities: RCG Longview Debt Fund IV Management, LLC, RCG Longview Debt Fund IV Partners, LLC and RCG Longview Partners II, LLC. The operating agreements that govern the management of day-to-day operations and affairs of each of these three entities stipulate that certain decisions require support and approval from other members in addition to the support and approval of the Company. As a result, all operating decisions made in these three entities require the support of both the Company and an affirmative vote of a majority of the other managing members who are not affiliates of the Company that is not protective in nature. As the Company does not possess unilateral control over any of these entities, the presumption of consolidation has been overcome pursuant to current accounting standards and the Company accounts for these investments under the equity method of accounting. Also included in equity method investments is the investment in a) CHRP GP (see Note 3), b) an investment in the Chicago Board Options Exchange CBOE (Chicago Board Options

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Notes to Condensed Consolidated Financial Statements (Continued)

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5. Investments of Operating Entities and Consolidated Funds (Continued)

Exchange) Stock Exchange LLC representing a 9.7% stake in the exchange service provider and c)Starboard Value LP (and certain related parties) which serves as an operating company whose responsibilities primarily include the day to day management (including portfolio management) of a deep value small cap hedge fund and related managed accounts. The following table summarizes equity method investments held by the Company:

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
RCG Longview Debt Fund IV Management, LLC	$ 1,172	$ 2,009
Cowen Healthcare Royalty GP, LLC	1,206	1,176
Cowen Healthcare Royalty GP II, LLC	21	8
Chicago Board Options Exchange	2,545	—
Starboard Value LP	2,266	—
RCG Longview Partners, LLC	1,560	2,203
RCG Longview Louisiana Manager, LLC	650	186
RCG Urban American, LLC	1,100	889
RCG Urban American Management, LLC	798	359
RCG Longview Equity Management, LLC	349	499
Urban American Real Estate Fund II, L.P.	1,279	833
RCG Kennedy House, LLC	315	259
Other	346	313
	$ 13,607	$ 8,734

As of June 30, 2011, the Company's share of losses in its equity method investment in RCG Longview Partners II, LLC has exceeded the carrying amount recorded in this investee. RCG Longview Partners II, LLC, as general partner to a real estate fund, has reversed previously recorded incentive income allocations and has recorded a current clawback obligation to the limited partners in the fund. This obligation is due to a change in unrealized value of the fund on which there have previously been distributed carried interest realizations; however, the settlement of a potential obligation is not due until the end of the life of the respective fund. As the Company is obligated to return previous distributions it received from RCG Longview Partners II, LLC, it has continued to record its share of gains/losses in the investee including reflecting its share of the clawback obligation in the amount of $6.2 million. All such amounts are included in accounts payable, accrued expenses and other liabilities in the condensed consolidated statements of financial condition.

The Company's income (loss) from equity method investments was $1.2 million and $0.5 million for the three months ended June 30, 2011 and 2010, respectively, and was $2.4 million and $1 million for the six months ended June 30, 2011 and 2010, respectively, and is included in net gains (losses) on securities, derivatives and other investments on the accompanying condensed consolidated statements of operations. In addition, the Company recorded no impairment charges in relation to its equity method investments for the three months and six months ended June 30, 2011 and 2010.

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Notes to Condensed Consolidated Financial Statements (Continued)

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5. Investments of Operating Entities and Consolidated Funds (Continued)

(4) Lehman Claims, at fair value

Lehman Brothers International (Europe) ("LBIE"), through certain affiliates, was a prime broker to the Company, and the Company held cash and cash equivalent balances with LBIE. On September 15, 2008, LBIE was placed into administration (the "Administration") in the United Kingdom and, as a result, the assets held by the Company in its LBIE accounts were frozen at LBIE. The status and ultimate resolution of the assets under LBIE's Administration proceedings is uncertain. The assets of the Company at LBIE at the time of Administration (the "Total Net Equity Claim") consist of $1 million, which the Company believes will represent an unsecured claim against LBIE. This does not include claims held by the Company against LBIE through its investment in Enterprise Master discussed in Note 4b. There can be no assurance that the Total Net Equity Claim value, as determined by the Company, will be accepted by the Administrators, nor does the Company know the manner and timing in which such claim will be satisfied and the ultimate value that will be received.

Given the great degree of uncertainty as to the status of the assets held at LBIE and the process and prospects of the return of those assets, the Company has decided to record the estimated fair value of the Total Net Equity Claim at an approximately 52% discount at June 30, 2011 and a 70% discount at December 31, 2010, which represents management's best estimate at the respective dates of the value that ultimately may be recovered with respect to the Total Net Equity Claim (the "Estimated Recoverable Lehman Claim"). The Estimated Recoverable Lehman Claim was recorded at estimated fair value considering a number of factors including the status of the assets under U.K. insolvency laws and the trading levels of LBIE unsecured debt. In determining the estimated value of the Total Net Equity Claim, the Company was required to use considerable judgment and is based on the facts currently available. As additional information on the LBIE proceeding becomes available, the Company may need to adjust the valuation of the Estimated Recoverable Lehman Claim. The actual loss that may ultimately be incurred by the Company with respect to the pending LBIE claim is not known and could be materially different from the estimated value assigned by the Company.

Securities sold, not yet purchased, at fair value

Securities sold, not yet purchased, represent obligations of the Company to deliver a specified security at a contracted price and, thereby, create a liability to purchase that security in the market at prevailing prices. The Company's liability for securities to be delivered is measured at their fair value as of the date of the condensed consolidated financial statements. However, these transactions result in off-balance sheet risk, as the Company's ultimate cost to satisfy the delivery of securities sold, not yet purchased, may exceed the amount reflected in the condensed consolidated statements of financial condition. Substantially all equity securities and options are pledged to the clearing broker under terms which permit the clearing broker to sell or re-pledge the securities to others subject to certain

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

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5. Investments of Operating Entities and Consolidated Funds (Continued)

limitations. As of June 30, 2011 and December 31, 2010, securities sold, not yet purchased, consisted of the following, at fair value:

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
U.S. Government securities(a)	$ 119,127	$ 100,559
Common stocks	140,459	88,580
Corporate bonds(b)	69,562	2,615
Exchange traded funds	97,769	—
Options	15,344	6,162
	$ 442,261	$ 197,916

(a) As of June 30, 2011, maturities ranged from May 2014 to January 2040 and interest rates ranged between 0.75% and 7.415%. As of December 31, 2010, maturities ranged from December 2015 to August 2026 and interest rates ranged between 2.13% and 6.75%.

(b) As of June 30, 2011, maturities ranged from September 2011 to June 2031 and interest rates ranged between 0.50% and 10%. As of December 31, 2010, maturities ranged from June 2013 to December 2025 and interest rates ranged between 2.25% and 3.75%.

Securities purchased under agreements to resell and securities sold under agreements to repurchase

The following table represents the Company's securities purchased under agreements to resell and securities sold under agreements to repurchase as of June 30, 2011and December 31, 2010:

	As of June 30, 2011
	(dollars in thousands)
Securities purchased under agreements to resell	
Agreements with Barclays Inc bearing interest of (0.3)% - 0.08% due on July 1, 2011*	$ 77,333
Securities sold under agreements to repurchase	
Agreements with Royal Bank of Canada bearing interest of 1.52625% - 1.58125% due on January 31, 2012 to June 25, 2012	49,450
Agreements with Barclays Inc bearing interest of (0.02)% - 0.12% due on July 1, 2011*	119,989
	$ 169,439

* The repurchase date is open and the agreement can be terminated by either party at any time. The agreement continues on a day-to-day basis.

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Notes to Condensed Consolidated Financial Statements (Continued)

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5. Investments of Operating Entities and Consolidated Funds (Continued)

	As of December 31, 2010 (dollars in thousands)
Securities purchased under agreements to resell	
Agreements with Barclays Capital Inc bearing interest of 0.07% - 0.14% due on January 3, 2011	$ 97,755
Securities sold under agreements to repurchase	
Agreements with Royal Bank of Canada bearing interest of 1.415% due on February 22, 2011 to September 1, 2011	48,532
Agreements with Barclays Capital Inc bearing interest of 0.18%-1.50% due on January 7, 2011 to June 6, 2011	143,633
	$ 192,165

Other

During the second quarter of 2011, the Company acquired a Luxembourg reinsurance company from a third party through a wholly-owned local subsidiary, which, upon acquisition, recorded deferred assets and subsequently deferred tax benefits. The purchase price of the reinsurance company totaled EUR 208.3 million (USD $294.4 million). The acquisition was not accounted for as a business combination as after separation from the transferor, the reinsurance company does not contain all of the inputs and processes necessary for it to continue to conduct normal operations including the ability to sustain a revenue stream by providing as outputs to customers. This is discussed in more detail in the Income Taxes footnote.

b. Consolidated Funds

Securities owned, at fair value

As of June 30, 2011 and December 31, 2010 securities owned, at fair value, held by the Consolidated Funds are comprised of:

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
Government sponsored securities*	$ 4,064	$ 7,682
Commercial paper**	1,726	—
Corporate bond***	401	1,040
	$ 6,191	$ 8,722

* As of June 30, 2011, maturities ranged from March 2012 to May 2013 and interest rates ranged between 0.35% and 1.74%. As of December 31, 2010, maturities ranged from January 2011 to December 2012 and interest rates ranged between 0.35% and 4.88%.

** Commercial paper was purchased at a discount and matures on July 1, 2011.

*** As of June 30, 2011, the maturity was April 2012 with interest rate of 0.60%. As of December 31, 2010, the maturity was January 2011 with interest rate of 0.42%.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

5. Investments of Operating Entities and Consolidated Funds (Continued)

Other investments, at fair value

As of June 30, 2011 and December 31, 2010 other investments, at fair value, held by the Consolidated Funds are comprised of:

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
(1) Portfolio Funds	$ 254,578	$ 327,131
(2) Lehman claims	7,320	6,243
	$ 261,898	$ 333,374

(1) Investments in Portfolio Funds, at fair value

As of June 30, 2011 and December 31, 2010, investments in Portfolio Funds, at fair value, included the following:

Description	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
Investments of Enterprise LP	$ 215,457	$ 257,246
Investments of consolidated fund of funds investment companies	39,121	69,885
	$ 254,578	$ 327,131

Consolidated investments of Enterprise LP

Enterprise LP operates under a "master-feeder" structure with Enterprise Master, whereby Enterprise Master's shareholders are Enterprise LP and RCG II Intermediate Fund, L.P. The consolidated investments in Portfolio Funds recorded in other investments on the condensed consolidated statements of financial condition include Enterprise LP's investment of $215 million and $257 million in Enterprise Master as of June 30, 2011 and December 31, 2010, respectively. On May 12, 2010, the Company announced its intention to close Enterprise Master. Prior to this announcement, strategies utilized by Enterprise Master included merger arbitrage and activist investing, investments in distressed securities, convertible hedging, capital structure arbitrage, equity market neutral, investments in private placements of convertible securities, proprietary mortgages, structured credit investments, investments in mortgage backed securities and other structured finance products, investments in real estate and real property interests, structured private placements and other relative value strategies. Enterprise Master had broad investment powers and maximum flexibility in seeking to achieve its investment objective. Enterprise Master was permitted to invest in equity securities, debt instruments, options, futures, swaps, credit default swaps and other derivatives. Enterprise Master has been selling, and will continue to sell, its positions and return capital to its investors. There are no unfunded commitments at Enterprise LP. See Note 13 for unfunded commitments of Enterprise Master.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

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5. Investments of Operating Entities and Consolidated Funds (Continued)

Investments of consolidated fund of funds investment companies

The investments of consolidated fund of funds investment companies of $39.1 million and $70 million at June 30, 2011 and December 31, 2010, respectively, include the investments of Levered FOF, Multi-Strat FOF and Vintage FOF, all of which are investment companies managed by Ramius Alternative Solutions LLC, as well as RTS Global 3x, which is managed by Ramius Trading Strategies LLC. Multi-Strat FOF's investment objectives is to invest discrete pools of their capital among portfolio managers that invest through Portfolio Funds, forming a multi-strategy, diversified investment portfolio designed to achieve returns with low to moderate volatility. Levered FOF had a similar strategy, but on a levered basis, prior to the fund winding down. Levered FOF is no longer levered. Vintage FOF's investment objective is to allocate its capital among portfolio managers that invest through investment pools or managed accounts thereby forming concentrated investments in high conviction managers designed to achieve attractive risk adjusted returns with moderate relative volatility. RTS Global 3x's investment objective is to achieve attractive investment returns on a risk-adjusted basis that are non-correlated with the traditional equity and bond markets by investing substantially all of its capital in managed futures and global macro-based investment strategies. RTS Global 3x seeks to achieve its objective through a multi-advisor investment approach by allocating its capital among third-party trading advisors that are unaffiliated with RTS Global 3x. However, unlike a traditional "fund of funds" that invests with advisors through entities controlled by third-parties, RTS Global 3x will allocate its capital among a number of different trading accounts organized and managed by the general partner.

The following is a summary of the investments held by the four consolidated fund of funds, at fair value, as of June 30, 2011 and December 31, 2010:

		As of June 30, 2011				
		Ramius Levered Multi-Strategy FOF LP	Ramius Multi-Strategy FOF LP	Ramius Vintage Multi-Strategy FOF LP	RTS Global 3x Fund LP	Total
Description	Strategy	Fair Value	Fair Value	Fair Value	Fair Value	Fair Value
		(dollars in thousands)				
Ramius Multi-Strategy Master FOF LP*	Multi-Strategy	$ —	$ 9,576	$ —	$ —	$ 9,576(a)
Ramius Vintage Multi-Strategy Master FOF LP*	Multi-Strategy		—	10,724	—	10,724(a)
Tapestry Pooled Account V LLC*	Credit-Based	635	—	—	—	635(b)
Independently Advised Portfolio Funds*	Futures & Global Macro	—	—	—	14,990	14,990(c)
Externally Managed Portfolio Funds	Credit-Based	427	—	—	—	427(b)
Externally Managed Portfolio Funds	Event Driven	2,129	—	—	—	2,129(d)
Externally Managed Portfolio Funds	Hedged Equity	35	—	—	—	35(e)
Externally Managed Portfolio Funds	Multi-Strategy	547	—	—	—	547(f)
Externally Managed Portfolio Funds	Fixed Income Arbitrage	58	—	—	—	58(g)
		$ 3,831	$ 9,576	$ 10,724	$ 14,990	$ 39,121

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

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5. Investments of Operating Entities and Consolidated Funds (Continued)

		As of December 31, 2010				
		Ramius Levered Multi-Strategy FOF LP	Ramius Multi-Strategy FOF LP	Ramius Vintage Multi-Strategy FOF LP	RTS Global 3x Fund LP	Total
Description	Strategy	Fair Value	Fair Value	Fair Value	Fair Value	Fair Value
		(dollars in thousands)				
Ramius Multi-Strategy Master FOF LP*	Multi-Strategy	$ —	$ 28,633	$ —	$ —	$ 28,633(a)
Ramius Vintage Multi-Strategy Master FOF LP*	Multi-Strategy		—	20,722	—	20,722(a)
Tapestry Pooled Account V LLC*	Credit-Based	687	—	—	—	687(b)
Independently Advised Portfolio Funds*	Futures & Global Macro	—	—	—	15,889	15,889(c)
Externally Managed Portfolio Funds	Credit-Based	522	—	—	—	522(b)
Externally Managed Portfolio Funds	Event Driven	2,800	—	—	—	2,800(d)
Externally Managed Portfolio Funds	Hedged Equity	39	—	—	—	39(e)
Externally Managed Portfolio Funds	Multi-Strategy	535	—	—	—	535(f)
Externally Managed Portfolio Funds	Fixed Income Arbitrage	58	—	—	—	58(g)
		$ 4,641	$ 28,633	$ 20,722	$ 15,889	$ 69,885

* These Portfolio Funds are affiliates of the Company.

The Company has no unfunded commitments regarding investments held by the four consolidated funds.

(a) Investments held in affiliated master funds can be redeemed on a monthly basis with no advance notice.

(b) The Credit-Based strategy aims to generate returns via positions in the credit sensitive sphere of the fixed income markets. The strategy generally involves the purchase of corporate bonds with hedging of the interest exposure. The investments held in Tapestry Pooled Account V LLC, a related fund, are held solely in a credit based fund which the fund's manager has placed in a side-pocket. The remaining amount of the investments within this category represents an investment in a fund that is in the process of liquidating. Distributions from this fund will be received as underlying investments are liquidated.

(c) The futures and global macro strategy is made up of several portfolio accounts, each of which will be advised independently by a professional commodity trading advisor implementing primarily managed futures or global macro-based investment strategies. The trading advisors (through their respective portfolio accounts) will trade independently of each other and, as a group, will employ a wide variety of systematic, relative value and discretionary trading programs in the global currency, fixed income, commodities and equity futures markets. In implementing their trading programs, the trading advisors will trade primarily in the futures and forward markets (as well as in related options). Although certain trading advisors may be permitted to use total return swaps and trade other financial instruments from time to time on an interim basis, the primary focus will be on the futures and forward markets. Redemption frequency of these portfolio accounts are monthly (and intra-monthly for a $10,000 fee) and the notification period for redemptions is 5 business days (or 3 business days for intra-month).

(d) The Event Driven strategy is generally implemented through various combinations and permutations of merger arbitrage, restructuring and distressed instruments. Approximately 1.3% as of June 30, 2011 and 3% as of December 31, 2010 of the investments in this category represent investments in a fund that is in the process of liquidating. Distributions from this

5. Investments of Operating Entities and Consolidated Funds (Continued)

fund will be received as underlying investments are liquidated. The remaining amount of the investments in this category is in a side pocket or suspended with undetermined payout dates.

(e) The Hedged Equity strategy focuses on equity strategies with some directional market exposure. The strategy attempts to profit from market efficiencies and direction. The investee fund manager has side-pocketed investments.

(f) The Multi-Strategy investment objective is to invest discrete pools of its capital among portfolio managers that invest through investment funds, forming multi-strategy, diversified investment portfolios designed to achieve non-market directional returns with low relative volatility. The investments in this category represent investments in a fund that is in the process of liquidating. Distributions from this fund will be received as underlying investments are liquidated.

(g) The Fixed Income Arbitrage strategy seeks to achieve long term capital appreciation by employing a variety of strategies to generate returns without significant exposure to credit spread, interest rate changes or duration. As of June 30, 2011, the investment manager has gated investments.

(2) Lehman Claims, at fair value

With respect to the aforementioned Lehman claims, the Total Net Equity Claim of Enterprise Master consists of $24.3 million. Included in this claim were assets with a value of $9.5 million, at the time LBIE entered administration, that were returned to Enterprise Master and its affiliated funds in June 2010. Enterprise Master and its affiliated funds sold the returned assets, for an aggregate $10.7 million, and distributed this amount to Enterprise Master's investors in July 2010. As a result, the remaining Net Equity Claim for Enterprise Master is $14.8 million. Enterprise Master is valuing this claim at $9.2 million as of June 30, 2011. Of this amount, $7.3 million was attributable to Enterprise LP based on its ownership percentage in Enterprise Master at the time of the Administration. As discussed in Note 4a, the Company has an additional $1 million claim against LBIE as a result of certain cash and cash equivalent balances held at LBIE. LBI claim was valued at 56% which represented the present value of the mid-point between what the Company believed were reasonable estimates of the low-side and high-side potential recovery rates with respect to its LBI exposure. LBIE claims were valued as follows: (a) the trust assets that the Company was informed were within the control of LBIE and were expected to be returned in the relatively near term were valued at market less a 1% discount that corresponds to the fee to be charged under the Claim Resolution Agreement ("CRA"), (b) the trust assets that are not within the control of LBIE and are not believed to be held through LBI were valued at 56% with respect to US denominated Assets and 48% with respect to foreign denominated Assets, which represented the Company's estimate of potential recovery rates (c) the remaining unsecured claims against LBIE were valued at 48%, which represented the Company's estimate of potential recovery rates with respect to this exposure using available market quotes. The estimated final recoverable amount by Enterprise Master may differ from the actual recoverable amount of the pending LBIE and LBI claims, and the differences may be material.

As a result of Enterprise Master and certain of the funds managed by the Company having assets they held at LBIE frozen in their LBIE prime brokerage account and the degree of uncertainty as to the status of those assets and the process and prospects of the return of those assets, Enterprise Master and the funds managed by the Company decided that only the investors who were invested at the time of the Administration should participate in any profit or loss relating to the Estimated Recoverable Lehman Claim. As a result, Enterprise Master and certain of the funds managed by the Company with assets held at LBIE granted a 100% participation in the Estimated Recoverable Lehman Claims to Special Purpose Vehicles (the "SPVs" or "Lehman Segregated Funds") incorporated under the laws of

5. Investments of Operating Entities and Consolidated Funds (Continued)

the Cayman Islands on September 29, 2008, whose shares were distributed to each of their investor funds. Fully redeeming investors of Enterprise LP will not be paid out on the balance invested in the SPV until the claim with LBIE is settled and assets are returned by LBIE.

In addition to Enterprise Master's claims against LBIE, Lehman Brothers, Inc. ("LBI") was a prime broker to Enterprise Master and Enterprise Master holds cash balances of $5.3 million at LBI. On September 19, 2008, LBI was placed in a Securities Investor Protection Corporation ("SIPC") liquidation proceeding after the filing for bankruptcy of its parent Lehman Brothers Holdings, Inc. The status of the assets under LBI's bankruptcy proceedings has not been determined. The amount that will ultimately be recovered from LBI will depend on the amount of assets available in the fund of customer property to be established by the trustee appointed under the Securities Investor Protection Act (the "SIPA Trustee") as approved by the bankruptcy court as well as the total amount of customer claims that seek recovery from the fund of customer property. Based on court filings by the SIPA Trustee, the total amount of customer claims exceeds the assets that are likely to be in the fund of customer property. In addition, while there has been an initial ruling with respect to the claims asserted by Barclays plc against LBI relating to an asset purchase agreement entered into by Barclays plc with LBIE near the time of the SIPC liquidation proceeding, there is still uncertainty regarding the ultimate resolution of these claims that could affect the amount of assets that are included in the fund of customer property. As a result of these uncertainties and the timing of any distributions from LBI in respect of the Company's customer claims, management has estimated recovery with respect to the Company's LBI exposure at 56% or $3 million as of June 30, 2011, which represents the present value of the mid point between what management believes are reasonable estimates of the low side and high side potential recovery rates with respect to the Company's LBI exposure. The estimated recoverable amount by the Company may differ from the actual recoverable amount of the pending LBI claim, and the differences may be material.

Indirect Concentration of the Underlying Investments Held by Consolidated Funds

From time to time, through its investments in the Consolidated Funds, the Company may indirectly maintain exposure to a particular issue or issuer (both long and/or short) which may account for 5% or more of the Consolidated Funds' net assets (on an aggregated basis). Based on information that is available to the Company as of June 30, 2011 and December 31, 2010, the Company identified Consolidated Funds that had interests in an issuer for which the Company's pro-rata share exceeds 5% of the Consolidated Funds' net assets (on an aggregated basis). There were no indirect concentrations that exceed 5% of the Consolidated Funds' net assets held by the Company as of June 30, 2011 or December 31, 2010.

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Notes to Condensed Consolidated Financial Statements (Continued)

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5. Investments of Operating Entities and Consolidated Funds (Continued)

Underlying Investments of Unconsolidated Funds Held by Consolidated Funds

Enterprise Master

Enterprise LP's investment in Enterprise Master is equal to Enterprise LP's proportional share of Enterprise Master's net assets; as a result, the investment balances of Enterprise Master reflected below may exceed the net investment which Enterprise LP has recorded. The following tables present summarized investment information for the underlying investments and derivatives held by Enterprise Master as of June 30, 2011 and December 31, 2010:

Securities owned and securities sold, but not yet purchased by Enterprise Master, at fair value

Description	June 30, 2011 Securities owned	June 30, 2011 Securities sold, but not yet purchased	December 31, 2010 Securities owned	December 31, 2010 Securities sold, but not yet purchased
	(dollars in thousands)			
Common stock	$ 2,172	$ —	$ 10,123	$ —
Corporate bonds	2,161	—	1,997	—
Over-the-counter foreign currency call option	—	—	—	(63)
Preferred stock	1,160	—	410	—
Private debt	66	—	59	—
Private equity	200	—	173	—
Restricted stock	309	—	3,148	—
Rights	2,311	—	2,115	—
Trade claims	128	—	128	—
Warrants	36	—	55	—
	$ 8,543	$ —	$ 18,208	$ (63)

Derivative contracts, at fair value, owned by Enterprise Master, net

Description	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
Asset swaps	$ 2	$ 5
Currency forwards	(212)	(36)
	$ (210)	$ (31)

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

5. Investments of Operating Entities and Consolidated Funds (Continued)

Portfolio Funds, owned by Enterprise Master, at fair value

Description	Strategy	As of June 30, 2011	As of December 31, 2010
		Fair Value	
		(dollars in thousands)	
624 Art Holdings, LLC*	Artwork	$ 43	$ 98
Q Capital Strategies, LLC*	Life Settlements	—	111
RCG Longview Equity Fund, LP*	Real Estate	15,002	10,120
RCG Longview II, LP*	Real Estate	1,476	1,835
RCG Longview Debt Fund IV, LP*	Real Estate	16,765	12,628
RCG Longview, LP*	Real Estate	269	383
RCG Soundview, LLC*	Real Estate	2,574	2,542
RCG Urban American Real Estate Fund, L.P.*	Real Estate	3,176	3,207
RCG International Sarl*	Multi-Strategy	9,442	9,463
Ramius Navigation Fund Ltd*	Multi-Strategy	9,800	24,972
RCG Special Opportunities Fund, Ltd*	Multi-Strategy	97,585	97,845
Ramius Credit Opportunities Fund Ltd*	Distressed	260	300
RCG Endeavour, LLC*	Multi-Strategy	92	87
RCG Energy, LLC *	Energy	20,538	18,850
RCG Renergys, LLC*	Energy	2	2
Other Private Investments	Various	17,624	15,189
Real Estate Investments	Real Estate	16,965	25,662
		$ 211,613	$ 223,294

* These Portfolio Funds are affiliates of the Company.

Ramius Multi-Strategy Master FOF LP and Ramius Vintage Multi-Strategy Master FOF LP

Multi-Strat FOF's and Vintage FOF's investments in their respective master funds are equal to their proportional share of their master fund's net assets; as a result, the investments in Portfolio Funds of the master funds reflected below may exceed the net investment which Multi-Strat FOF and Vintage FOF have recorded. The following table presents summarized investment information for the

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

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5. Investments of Operating Entities and Consolidated Funds (Continued)

underlying Portfolio Funds held by Ramius Multi-Strategy Master FOF LP and Ramius Vintage Multi-Strategy Master FOF LP, at estimated fair value, as of June 30, 2011 and December 31, 2010:

		June 30, 2011		December 31, 2010	
Description	Strategy	Ramius Multi-Strategy Master FOF LP	Ramius Vintage Multi-Strategy Master FOF LP	Ramius Multi-Strategy Master FOF LP	Ramius Vintage Multi-Strategy Master FOF LP
		(dollars in thousands)			
Ramius Vintage Multi-Strategy Master FOF LP*	Multi Strategy	$ 667	$ —	$ 1,354	$ —
Tapestry Pooled Account II, LLC*	Hedged Equity	—	885	—	3,544
Tapestry Pooled Account V, LLC*	Credit-Based	1,308	1,397	1,416	1,512
Externally Managed Funds	Credit-Based	47	657	6,653	803
Externally Managed Funds	Event Driven	4,359	5,497	6,491	6,802
Externally Managed Funds	Fixed Income Arbitrage	83	—	83	—
Externally Managed Funds	Hedged Equity	1,255	878	4,386	3,055
Externally Managed Funds	Multi Strategy	1,541	1,533	7,785	4,292
Externally Managed Funds	Global Macro	567	—	2,053	679
Externally Managed Funds	Opportunistic Equity	—	—	—	1,677
Externally Managed Funds	Managed Futures	—	—	2,430	—
		$ 9,827	$ 10,847	$ 32,651	$ 22,364

* These Portfolio Funds are affiliates of the Company.

RTS Global 3x Fund LP's Portfolio Fund investments

RTS Global 3x, which commenced operations in March 2010, invests over half of its equity in six externally managed portfolio funds which primarily concentrate on futures and global macro strategies. The following table presents the summarized investment information, which is primarily receivable/

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

5. Investments of Operating Entities and Consolidated Funds (Continued)

(payable) on derivatives, for the underlying Portfolio Funds held by RTS Global 3X, at fair value, as of June 30, 2011 and December 31, 2010:

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
Bond future	$ 11	$ (2)
Commodity call option	337	(5)
Cash	—	17,139
Currency option	1,211	191
Commodity forward	(262)	32
Commodity future	(297)	935
Currency forward	(27)	(63)
Currency future	79	1,230
Index future	79	130
Interest rate future	57	(5)
	$ 1,188	$ 19,582

6. Fair Value Measurements for Operating Entities and Consolidated Funds

The following table presents the financial instruments recorded at fair value on the condensed consolidated statements of financial condition by caption and by level within the valuation hierarchy as of June 30, 2011 and December 31, 2010:

Operating Entities

	Assets at Fair Value as of June 30, 2011			
	Level 1	Level 2	Level 3	Total
		(dollars in thousands)		
Securities owned and derivatives				
US Government securities	$ 162,410	$ —	$ —	$ 162,410
Common stocks	205,419	1,469	953	207,841
Restricted common stock	—	—	5,000	5,000
Convertible bonds	—	27,222	—	27,222
Corporate bonds	1,588	314,538	—	316,126
Exchange-traded Funds	218,135	—	—	218,135
Futures	551	—	—	551
Equity swaps	—	2	—	2
Options	32,267	13,019	123	45,409
Warrants and rights	—	—	3,411	3,411
Mutual funds	870	—	—	870
Other investments				
Portfolio Funds	286	14,615	17,744	32,645
Real estate investments	—	—	2,289	2,289
Lehman claim	—	—	501	501
	$ 621,526	$ 370,865	$ 30,021	$ 1,022,412

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

6. Fair Value Measurements for Operating Entities and Consolidated Funds (Continued)

	Liabilities at Fair Value as of June 30, 2011			
	Level 1	Level 2	Level 3	Total
	(dollars in thousands)			
Securities sold, not yet purchased and derivatives				
US Government securities	$ 118,892	$ 235	$ —	$ 119,127
Common stocks	140,457	2	—	140,459
Corporate bonds	—	69,562	—	69,562
Exchange-traded Funds	97,769	—	—	97,769
Futures	119	—	—	119
Equity swaps—short exposure	—	758	—	758
Options	15,174	170	—	15,344
	$ 372,411	$ 70,727	$ —	$ 443,138

	Assets at Fair Value as of December 31, 2010			
	Level 1	Level 2	Level 3	Total
	(dollars in thousands)			
Securities owned and derivatives				
US Government securities	$ 143,247	$ —	$ —	$ 143,247
Common stocks	115,875	6	334	116,215
Restricted common stock	—	—	5,000	5,000
Corporate bonds	—	191,702	—	191,702
Futures	442	—	—	442
Options	14,234	115	—	14,349
Warrants and rights	357	—	1,977	2,334
Mutual funds	1,248	—	—	1,248
Other investments				
Portfolio Funds	566	11,744	17,081	29,391
Real estate investments	—	—	1,882	1,882
Lehman claim	—	—	313	313
	$ 275,969	$ 203,567	$ 26,587	$ 506,123

	Liabilities at Fair Value as of December 31, 2010			
	Level 1	Level 2	Level 3	Total
	(dollars in thousands)			
Securities sold, not yet purchased and derivatives				
US Government securities	$ 100,559	$ —	$ —	$ 100,559
Common stocks	88,580	—	—	88,580
Corporate bonds	—	2,615	—	2,615
Equity swaps—short exposure	—	245	—	245
Futures	334	—	—	334
Options	6,162	—	—	6,162
	$ 195,635	$ 2,860	$ —	$ 198,495

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

6. Fair Value Measurements for Operating Entities and Consolidated Funds (Continued)

Consolidated Funds' investments

	Assets at Fair Value as of June 30, 2011			
	Level 1	Level 2	Level 3	Total
	(dollars in thousands)			
Securities owned				
US Government securities	$ 4,064	$ —	$ —	$ 4,064
Commercial paper	—	1,726	—	1,726
Corporate bonds	—	401	—	401
Other investments				
Portfolio Funds	—	14,990	239,588	254,578
Lehman claims	—	—	7,320	7,320
	$ 4,064	$ 17,117	$ 246,908	$ 268,089

	Assets at Fair Value as of December 31, 2010			
	Level 1	Level 2	Level 3	Total
	(dollars in thousands)			
Securities owned				
US Government securities	$ 7,682	$ —	$ —	$ 7,682
Corporate bonds	—	1,040	—	1,040
Other investments				
Portfolio Funds	—	15,889	311,242	327,131
Lehman claims	—	—	6,243	6,243
	$ 7,682	$ 16,929	$ 317,485	$ 342,096

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

6. Fair Value Measurements for Operating Entities and Consolidated Funds (Continued)

The following table includes a rollforward of the amounts for the three and six months ended June 30, 2011 and 2010 for financial instruments classified within level 3. The classification of a financial instrument within level 3 is based upon the significance of the unobservable inputs to the overall fair value measurement.

	Operating Entities									Consolidated Funds	
	Common stocks, owned	Common stocks, sold not yet purchased	Restricted Common Stock	Corporate Bonds	Options	Warrants and Rights	Portfolio Funds	Real estate	Lehman claim	Portfolio Funds	Lehman claim
	(dollars in thousands)										
Balance at March 31, 2011	$ 490	$ 401	$ 5,000	$ —	$ —	$ 2,902	$ 17,660	$ 2,102	$ 501	$260,443	$ 7,193
Transfers in	—	—	—	—	—	—	—	—	—	—	—
Transfers out	—	—	—	—	—	—	—	—	—	—	—
Purchases/(covers)	659	(826)	—	—	—	—	2,322	141	—	—	—
(Sales)/short buys	(409)	417	—	—	—	(48)	(2,587)	—	—	(28,300)	—
Realized gains (losses)	—	(7)	—	—	—	48	11	—	—	843	—
Unrealized gains (losses)	213	15	—	—	123	509	338	46	—	6,602	127
Balance at June 30, 2011	$ 953	$ —	$ 5,000	$ —	$ 123	$ 3,411	$ 17,744	$ 2,289	$ 501	$239,588	$ 7,320
Balance at March 31, 2010	$ 334	$ —	$ 5,058	$ —	$ —	$ 587	$ 14,407	$ 1,108	$ 313	$ 88,935	$ 13,966
Transfers in	—	—	—	—	—	—	—	—	—	—	—
Transfers out	—	—	—	—	—	—	—	—	—	—	—
Purchases	2,000	—	—	1,215	—	—	1,966	70	—	4,013	—
Sales	(2,000)	—	—	—	—	—	(483)	—	—	(6,085)	—
Realized gains (losses)	—	—	—	—	—	—	—	—	—	(11)	—
Unrealized gains (losses)	—	—	(58)	118	971	(183)	318	(19)	—	(2,117)	616
Balance at June 30, 2010	$ 334	$ —	$ 5,000	$ 1,333	$ 971	$ 404	$ 16,208	$ 1,159	$ 313	$ 84,735	$ 14,582
Balance at December 31, 2010	$ 334	$ —	$ 5,000	$ —	$ —	$ 1,977	$ 17,081	$ 1,882	$ 313	$311,242	$ 6,243
Transfers in	—	—	—	—	—	—	—	—	—	—	—
Transfers out	—	—	—	—	—	—	—	—	—	—	—
Purchases/(covers)	659	(978)	—	—	—	65	36,573	237	—	1	—
(Sales)/short buys	(409)	833	—	—	—	(48)	(36,729)	(5)	—	(80,924)	—
Realized gains (losses)	—	145	—	—	—	48	107	—	—	2,376	—
Unrealized gains (losses)	369	—	—	—	123	1,369	712	175	188	6,893	1,077
Balance at June 30, 2011	$ 953	$ —	$ 5,000	$ —	$ 123	$ 3,411	$ 17,744	$ 2,289	$ 501	$239,588	$ 7,320
Balance at December 31, 2009	$ 334	$ —	$ —	$ —	$ —	$ —	$ 17,370	$ 1,077	$ 209	$ 97,366	$ 3,881
Transfers in	—	—	—	—	—	1,356(a)	—	—	—	—	—
Transfers out	—	—	—	—	—	—	(2,866)(b)	—	—	—	—
Purchases	—	—	5,000	1,215	7,000	—	2,100	114	—	17,052	—
Sales	—	—	—	—	(7,000)	(402)	(1,286)	(53)	—	(30,290)	—
Realized gains (losses)	—	—	—	—	—	—	—	—	—	2,387	—
Unrealized gains (losses)	—	—	—	118	971	(550)	890	21	104	(1,780)	10,701
Balance at June 30, 2010	$ 334	$ —	$ 5,000	$ 1,333	$ 971	$ 404	$ 16,208	$ 1,159	$ 313	$ 84,735	$ 14,582

(a) Changes in the observability of inputs used in the valuation of such assets

(b) Deconsolidation of CHRP GP (See Note 3b)

All realized and unrealized gains (losses) in the table above are reflected in other income (loss) in the accompanying condensed consolidated statements of operations.

There were no significant transfers between Level 1 and Level 2 assets and liabilities for the three months and six months ended June 30, 2011 and June 30, 2010, respectively.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

7. Receivables from and Payable to Brokers

Receivable from and payable to brokers includes cash held at the clearing brokers, amounts receivable or payable for unsettled transactions, monies borrowed and proceeds for short sales (including commissions and fees related to securities transactions) equal to the fair value of securities sold, not yet purchased, which are restricted until the Company purchases the securities sold short. Pursuant to the Company's prime broker agreements, these balances are presented net (assets less liabilities) across balances with the same broker. As of June 30, 2011 and December 31, 2010, receivable from brokers was $125 million and $95.9 million, respectively. Payable to brokers was $321.2 million and $85.7 million as of June 30, 2011 and December 31, 2010.

8. Goodwill

At least annually, and more frequently if warranted, the Company assesses whether the goodwill has been impaired by comparing the estimated fair value of each reporting unit with its estimated net book value. Periodically estimating the fair value of a reporting unit requires significant judgment and often involves the use of significant estimates and assumptions. These estimates and assumptions could have a significant effect on whether or not an impairment charge is recorded and the magnitude of such a charge. There were no additions or impairment losses to goodwill during the three months and six months ended June 30, 2011.

9. Redeemable non-controlling interests in consolidated subsidiaries

Redeemable non-controlling interests in consolidated subsidiaries and the related net income (loss) attributable to redeemable non-controlling interests in consolidated subsidiaries are comprised as follows:

	As of June 30, 2011	As of December 31, 2010
	(dollars in thousands)	
Redeemable non-controlling interests in consolidated subsidiaries		
Operating Companies	$ 940	$ 1,009
Consolidated Funds	113,409	143,337
	$ 114,349	$ 144,346

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
	(dollars in thousands)		(dollars in thousands)	
(Income) loss attributable to redeemable non-controlling interests in consolidated subsidiaries				
Operating Companies	$ (1,465)	$ —	$ (1,940)	$ —
Consolidated Funds	(993)	2,552	(1,316)	(5,504)
	$ (2,458)	$ 2,552	$ (3,256)	$ (5,504)

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

10. Share-Based Compensation and Employee Ownership Plans

Share-based compensation plans in place after the Transactions

The Company issues share based compensation under Cowen Holdings' previously established 2006 Equity and Incentive Plan, the 2007 Equity and Incentive Plan and the Cowen Group, Inc. 2010 Equity and Incentive Plan (collectively, the "Equity Plans"). The Equity Plans permit the grant of options, restricted shares, restricted stock units and other equity based awards to the Company's employees, consultants and directors for up to 17,725,000 shares of common stock. Stock options granted generally vest over two to five year periods and expire seven years from the date of grant. Restricted shares and restricted share units issued may be immediately vested or may generally vest over a two to five year period. As of June 30, 2011, there were approximately 0.8 million shares available for future issuance under the Equity Plans. On January 1, 2011, 0.9 million additional shares representing 7.5% of the Company's outstanding shares of stock, less shares available under the 2010 Equity and Incentive Plan were added to the shares available under that plan.

In addition to the Equity Plans, certain employees of the Company were issued RCG membership interests by RCG, a related party of the Company, in connection with the Transactions (the "RCG Grants"). Substantially all of the assets owned by RCG consist of shares of common stock of the Company. Accordingly, upon withdrawal of capital from RCG, members receive either distributions in kind of shares of common stock of the Company, or the proceeds from the sale of shares of the Company's common stock attributable to their capital accounts. The RCG Grants are subject to a service condition and vest to each employee over a period of approximately three years. Any RCG Grants forfeited are redistributed to the remaining stakeholders in RCG, which includes both employees and non-employees. The RCG Grants represent awards to employees of the Company by a related party, as compensation for services provided to the Company. As such, the expense related to these grants is included in the compensation expense of the Company, with a corresponding credit to stockholders equity.

The Company measures compensation cost for share based awards according to the fair value method. In accordance with the expense recognition provisions of those standards, the Company amortizes unearned compensation associated with share based awards on a straight-line basis over the vesting period of the option or award. In relation to awards under the Equity Plans, the Company recognized expense of $4.9 million and $3 million for the three months ended June 30, 2011 and 2010, respectively, and $10.6 million and $5.7 million for the six months ended June 30, 2011 and 2010, respectively. The income tax effect recognized for the Equity Plans was a benefit of $2.4 million and $1.5 million for the three months ended June 30, 2011 and 2010, respectively, and $5.1 million and $2.6 million for the six months ended June 30, 2011 and 2010, respectively.

In relation to awards under the RCG Grants, the Company recognized expense of $1.5 million and $2.1 million, respectively, for the three months ended June 30, 2011 and 2010 and $2.9 million and $3.6 million for the six months ended June 30, 2011 and 2010, respectively. The income tax effect recognized for the RCG Grants was a benefit of $0.6 million and $0.8 million, respectively, for the three months ended June 30, 2011 and 2010, respectively, and $1.1 million and $1.4 million for the six months ended June 30, 2011 and 2010, respectively.

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10. Share-Based Compensation and Employee Ownership Plans (Continued)

Stock Options

The following table summarizes the Company's stock option activity for the six months ended June 30, 2011:

	Shares Subject to Option	Weighted Average Exercise Price/Share	Weighted Average Remaining Term (in years)	Aggregate Intrinsic Value(1) (dollars in thousands)
Balance outstanding at December 31, 2010	893,432	$ 13.04	3.50	
Options granted		—		
Options acquired	—	—		
Options exercised	—	—		
Options forfeited	—	—		
Options expired	(27,004)	16.00		
Balance outstanding at June 30, 2011	866,428	$ 12.95	3.03	$ —
Options exercisable at June 30, 2011	716,425	$ 14.83	2.39	$ —

(1) Based on the Company's closing stock price of $4.69 on December 31, 2010 and $3.76 on June 30, 2011.

As of June 30, 2011, there was $0.2 million of unrecognized compensation expense related to the Company's grant of stock options.

Restricted Shares and Restricted Stock Units Granted to Employees

The following table summarizes the Company's restricted share and restricted stock unit activity for the six months ended June 30, 2011:

	Nonvested Restricted Shares and Restricted Stock Units	Weighted-Average Grant Date Fair Value
Balance outstanding at December 31, 2010	5,788,021	5.39
Granted	6,014,437	4.28
Vested	(824,050)	4.11
Cancelled	(7,735)	4.31
Forfeited	(379,815)	4.91
Balance outstanding at June 30, 2011	10,590,858	$ 4.87

The fair value of restricted stock is determined based on the number of shares granted and the quoted price of the Company's common stock on the date of grant.

As of June 30, 2011, there was $30.6 million of unrecognized compensation expense related to the Company's grant of nonvested restricted shares and restricted stock units to employees. Unrecognized

10. Share-Based Compensation and Employee Ownership Plans (Continued)

compensation expense related to nonvested restricted shares and restricted stock units granted to employees is expected to be recognized over a weighted-average period of 1.36 years.

RCG Grants

The following table summarizes the Company's RCG Grants activity for the six months ended June 30, 2011:

	Nonvested RCG Grants	Weighted-Average Grant Date Fair Value
Balance outstanding at December 31, 2010	2,638,078	$ 7.30
Granted	—	—
Vested	—	—
Forfeited	(42,139)(*)	7.30
Balance outstanding at June 30, 2011	2,595,939	$ 7.30

(*) Forfeitures of non vested RCG Grants are also reallocated to other interests within RCG Holdings, LLC.

The fair value of the RCG Grants was determined based on the number of the Company's shares underlying the RCG membership interest and the quoted price of the Company's common stock on the date of the Transactions.

As of June 30, 2011 there was $7.8 million of unrecognized compensation expense related to the Company's RCG Grants. Unrecognized compensation expense related to RCG Grants is expected to be recognized over a weighted-average period of 1.33 years.

Restricted Shares and Restricted Stock Units Granted to Non-employee Board Members

There were no restricted stock units awarded during the three months and six months ended June 30, 2011. Vested awards of 73,480 were delivered to non-employee members of the Company's Board of Directors during the six months ended June 30, 2011. As of June 30, 2011 there were 24,574 restricted stock units outstanding for awards to non-employee members of the Company's Board of Directors.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

11. Defined Benefit Plans

The following amounts relate to the defined benefit plans in aggregate for the three months and six months ended June 30, 2011 and 2010.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
	(dollars in thousands)		(dollars in thousands)	
Components of net periodic benefit cost included in employee compensation and benefits				
Service cost	$ —	$ —	$ —	$ —
Interest cost	66	79	138	158
Expected return on plan assets	(65)	(74)	(136)	(147)
Amortization of (loss) / gain	—	—	—	—
Amortization of prior service cost	5	5	10	11
Effect of settlement	(18)	—	(31)	—
Net periodic benefit cost	$ (12)	$ 10	$ (19)	$ 22

In July 2011, the Company contributed $0.6 million to its defined benefit plan. The amount to be contributed to this plan in 2011 will be determined in the fourth quarter.

12. Income Taxes

The taxable results of the Company's U.S. operations are included in the consolidated income tax returns of Cowen Group, Inc. as well as stand-alone state and local tax returns. The Company has subsidiaries that are resident in foreign countries where tax filings have to be submitted on a stand-alone basis. These subsidiaries are subject to tax in their respective countries and the Company is responsible for and, thus, reports all taxes incurred by these subsidiaries. The countries where the Company owns subsidiaries are United Kingdom, Germany, Luxembourg, Gibraltar, Japan, Hong Kong, and China.

The Company calculated its U.S. tax provision using the estimated annual effective tax rate methodology. The tax expense or benefit caused by an unusual or infrequent item is recorded in the quarter in which it occurs. The Company used the discrete methodology to calculate its income tax provision for its foreign subsidiaries. Based on these methodologies, the Company's effective income tax rate was (318.59)% and (1.18)% for the six months ended June 30, 2011 and 2010, respectively. During the six months ended June 30, 2011, the unusual or infrequent items whose tax impact were recorded discretely were the benefit from the acquisition of a reinsurance company in Luxembourg, bargain purchase gain recorded as a result of the transaction with LaBranche and tax provisions of the Company's foreign subsidiaries.

For the period June 30, 2011, the effective tax rate differs from the statutory rate of 35% primarily because of the recognition of deferred tax benefits that resulted from the acquisition of a Luxembourg reinsurance company with deferred tax liabilities; the non-taxable bargain purchase gain recorded as a result of the transaction with LaBranche; stock compensation; non-deductible syndication costs; and other non-deductible expenses, and an increase in the Company's valuation allowance. The

12. Income Taxes (Continued)

Luxembourg reinsurance company, which carried deferred tax liabilities, was acquired by a consolidated subsidiary of the Company as part of a reinsurance service program and this subsidiary recorded a deferred tax benefit upon the acquisition of the reinsurance company pursuant to an Advance Tax Agreement.

For the period June 30, 2010, the effective tax rate differs from the statutory rate of 35% primarily due to an increase in the Company's valuation allowance.

The Company records deferred tax assets and liabilities for the future tax benefit or expense that will result from differences between the carrying value of its assets for income tax purposes and for financial reporting purposes, as well as for operating or capital loss and tax credit carryovers. A valuation allowance is recorded to bring the net deferred tax assets to a level that, in management's view, is more likely than not to be realized in the foreseeable future. This level will be estimated based on a number of factors, especially the amount of net deferred tax assets of the Company that are actually expected to be realized, for tax purposes, in the foreseeable future. As of June 30, 2011 the Company recorded a valuation allowance against substantially all of its net deferred tax assets.

The Company is subject to examination by the United States Internal Revenue Service (IRS), the United Kingdom Inland Revenue Service and state and local and foreign tax authorities in jurisdictions where the Company has significant business operations, such as New York. The Company is currently undergoing an audit by the IRS for tax years 2006 to 2009, which was automatically triggered by the Company's refund claims resulting from NOL carrybacks which exceeded Joint Committee thresholds. As such, the Company does not believe this audit will yield any significant adjustments.

The Company intends to permanently reinvest the capital and accumulated earnings of its foreign subsidiaries in the respective subsidiary, but repatriates the current earnings of its foreign subsidiaries to the United States to the extent such repatriation is permissible under local regulatory rules. The undistributed earnings of the Company's foreign subsidiaries totaled $25.1 million at June 30, 2011. Determining the tax liability that would arise if these earnings were remitted is not practicable.

13. Commitments and Contingencies

The Company has entered into non-cancellable leases for office space and equipment. These leases contain rent escalation clauses. The Company records rent expense on a straight-line basis over the lease term, including any rent holiday periods. Net rent expense was $3.3 million, and $4 million, for the three months ended June 30, 2011 and 2010, respectively, and was $6.9 million and $8 million for the six months ended June 30, 2011 and 2010, respectively.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

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13. Commitments and Contingencies (Continued)

As of June 30, 2011, future minimum annual lease and service payments for the Company were as follows:

	Equipment Leases(a)	Service Payments	Facility Leases
		(dollars in thousands)	
2011	$ 1,550	$ 8,627	$ 8,721
2012	3,301	10,910	16,566
2013	3,301	6,433	16,065
2014	1,548	5,765	14,188
2015	1,051	2,855	11,595
Thereafter	194	106	63,275
	$ 10,945	$ 34,696	$ 130,410

(a) Equipment Leases include the Company's commitments relating to operating and capital leases. See note 14 for further information on capital lease minimum payments.

For financial reporting purposes, the general partners have recorded a liability for potential clawback obligations to the limited partners of a real estate fund, due to changes in the unrealized value of the fund's remaining investments and where the fund's general partner has previously received carried interest distributions.

The actual clawback liability, however, does not become realized until the end of a fund's life. The life of the real estate funds with a potential clawback obligation, including available contemplated extensions, are currently anticipated to expire at the end of 2013. Further extensions of such terms may be implemented under certain circumstances. As of June 30, 2011, the clawback obligations were $6.2 million which was recorded within accounts payable, accrued expenses and other liabilities. (See Note 18).

The Company serves as the general partner/managing member and/or investment manager to various affiliated and sponsored funds. As such, the Company is contingently liable for obligations for those entities. These amounts are not included above as the Company believes that the assets in these funds are sufficient to discharge any liabilities.

As of June 30, 2011, the Company had unfunded commitments of $6.6 million pertaining to capital commitments in three real estate investments held by the Company, all of which pertain to related party investments. Such commitments can be called at any time, subject to advance notice. The Company also has committed to invest $41 million to the funds managed by Cowen Healthcare Royalty Partners (the "CHRP Funds") as a limited partner of the CHRP Funds and also as a member of CHRP GP, the general partner of the CHRP Funds. This commitment is expected to be called over a two to five year period. The Company will make its pro-rata investment in the CHRP Funds along with the other limited partners. Through June 30, 2011, the Company has funded $19.5 million towards these commitments. In April 2011, the Company committed $15 million to Starboard Value and Opportunity Fund LP, which may increase or decrease over time with the performance of Starboard Value and Opportunity Fund LP. As of June 30, 2011 the Company's unfunded commitment to

13. Commitments and Contingencies (Continued)

Starboard Value and Opportunity Fund LP is $13.7 million. Such commitment can be called at any time, subject to advance notice.

Litigation

We face significant legal risks in our businesses and, in recent years, the volume of claims and amount of damages sought in litigation and regulatory proceedings against financial institutions have been increasing. These risks include potential liability under federal securities and other laws in connection with securities offerings and other transactions, as well as advice and opinions we provide concerning strategic transactions. In addition, like most financial institutions, we are often the subject of claims made by current and former employees arising out of their employment or termination of employment with us. We are involved in a number of judicial, regulatory and arbitration matters arising in connection with our business including those described herein.

Pursuant to ASC Topic 450, we review the need for any loss contingency reserves, and we have established reserves, as described below, for certain of these matters that we believe are adequate as of June 30, 2011 where, in the opinion of management, the likelihood of liability is probable and the extent of such liability is reasonably estimable. These amounts are included within accounts payable, accrued expenses and other liabilities in the condensed consolidated statements of financial condition. Estimates, by their nature, are based on judgment and currently available information and involve a variety of factors, including, but not limited to, the type and nature of the litigation, claim or proceeding, the progress of the matter, the advice of legal counsel, the Company's defenses and its experience in similar cases or proceedings as well as its assessment of matters, including settlements, involving other defendants in similar or related cases or proceedings. The Company may increase or decrease its legal reserves in the future, on a matter-by-matter basis, to account for developments in such matters.

In connection with Cowen Holdings' previous IPO and separation from Société Générale ("SG") in 2006, Cowen Holdings entered into an indemnification agreement with SG under which (1) SG will indemnify, and will defend and hold harmless Cowen Holdings and each of the Cowen Holdings' subsidiaries from and against certain liabilities assumed or retained by SG; and (2) SG will indemnify Cowen Holdings for known, pending and threatened litigation (including the costs of such litigation) and certain known regulatory matters, in each case, that existed prior to the date of the Cowen Holdings' IPO to the extent the cost of such litigation results in payments in excess of the amount placed in escrow to fund such matters (the "Indemnification Agreement"). To the extent that the Company is indemnified by SG, indemnified legal expenses and liabilities will be paid out of escrow pursuant to an escrow agreement with SG. As of June 30, 2011 and December 31, 2010, the total amounts reserved in relation to the Indemnification Agreement were $0.5 million and $0.5 million respectively.

Although there can be no assurances as to the ultimate outcome, the Company has established reserves for litigation and regulatory matters that it believes are adequate as of June 30, 2011. Estimates, by their nature, are based on judgment and currently available information and involve a variety of factors, including, but not limited to, the type and nature of the litigation, claim or proceeding, the progress of the matter, the advice of legal counsel, the Company's defenses and its experience in similar cases or proceedings as well as its assessment of matters, including settlements,

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

13. Commitments and Contingencies (Continued)

involving other defendants in similar or related cases or proceedings. The Company may increase or decrease its legal reserves in the future, on a matter-by-matter basis, to account for developments in such matters.

In view of the inherent difficulty of predicting the outcome of various claims against the Company, particularly where the matters are in early stages of discovery or claimants seek indeterminate damages, the Company cannot reasonably determine the possible outcome, the timing of ultimate resolution or estimate a range of possible loss, or impact related to each currently pending matter.

Based on information currently available, the Company believes that the amount of reasonably possible losses will not have a material adverse effect on the Company's condensed consolidated statements of financial condition or cash flows. However, in light of the uncertainties involved in such proceedings, losses may be material to the Company's operating results in a future period, depending in part, on the operating results for such period and the size of the loss or liability imposed.

There have been no material new developments in the Company's legal proceedings since the March 14, 2011 filing of its 2010 10-K, except as follows:

Adelphia Litigation

On June 1, 2011, Société Générale, which was liable for any losses in the Adelphia litigation pursuant to the Indemnification Agreement by and between Cowen Group and Société Générale, entered into a settlement agreement with the Huff plaintiffs. On July 18, 2011, the SDNY so ordered the settlement stipulation and dismissal of Société Générale from the lawsuit. No settlement contribution was made by Cowen.

CardioNet Litigation

On May 12, 2011, the Issuer-Defendants filed a demurrer, which was joined by the Underwriter-Defendants, including Cowen and Company. Plaintiffs filed an opposition on July 11, 2011. Cowen Group's reply is due August 1, 2011. The hearing on the demurrer is scheduled for September 2, 2011. The Company cannot presently predict the ultimate outcome of the litigation or estimate the possible loss or range of loss, if any.

China Sunergy

On May 13, 2011, the SDNY issued its final order approving the Stipulation and Agreement of Settlement.

WorldSpace Litigation

On June 29, 2011, the SDNY ordered that motions for summary judgment are due December 2, 2011. The Company cannot presently predict the ultimate outcome of the litigation or estimate the possible loss or range of loss, if any.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

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13. Commitments and Contingencies (Continued)

LaBranche Litigation

On May 2, 2011, counsel for the parties to the consolidated lawsuit reached an agreement in principle to settle the consolidated lawsuit reflected in a memorandum of understanding. In connection with the settlement, LaBranche and Cowen Group agreed to make certain additional disclosures in the Form S-4 filed in connection with the LaBranche transaction. The memorandum of understanding also contemplates that the parties will enter into a stipulation of settlement. The stipulation of settlement will contain customary releases and will be subject to customary conditions, including approval by the Court. In the event that the parties enter into a stipulation of settlement, a hearing will be scheduled at which the Court will consider the fairness, reasonableness and adequacy of the settlement which, if finally approved by the Court, will resolve all of the claims that were or could have been brought in the actions being settled, including all claims relating to the acquisition, the Merger Agreement and any disclosure made in connection therewith. In addition, in connection with the settlement and as provided in the memorandum of understanding, the parties contemplate that plaintiffs' counsel will seek an award of attorneys' fees and expenses as part of the settlement.

There can be no assurance that the parties will ultimately enter into a stipulation of settlement or that the Court will approve the settlement even if the parties were to enter into such stipulation. In such event, the proposed settlement as contemplated by the memorandum of understanding may be terminated. The Company cannot presently predict the ultimate outcome of the litigation or estimate the possible loss or range of loss, if any.

Alphatec Litigation

On April 18, 2011, the Underwriter Defendants filed a motion to dismiss the complaint as against the Underwriter Defendants. On June 6, 2011, Plaintiffs filed their opposition to the motion to dismiss. And on June 27, 2011, the Underwriter Defendants filed their reply. The hearing on the motion to dismiss is set for August 29, 2011. The Company cannot presently predict the ultimate outcome of the litigation or estimate the possible loss or range of loss, if any.

Lehman Brothers

Given the additional market information available to Ramius, Ramius has decided to value its total net equity claim as follows: (i) the trust assets that we have been informed are within the control of LBIE and are expected to be distributed to us in the relatively near term are being valued at market less a 1% discount that corresponds to the fee that will be charged under the Claim Resolution Agreement for the return of trust assets, (ii) the trust assets that are not within the control of LBIE, but that Ramius believes are held by LBIE through Lehman Brothers, Inc. ("LBI"), are being valued at 56% which represents the present value of the mid-point between what Ramius believes are reasonable estimates of the low-side and high-side potential recovery rates with respect to its LBI exposure, (iii) Ramius's unsecured claims against LBIE are being valued at 48%, which represents Ramius's estimate of potential recovery rates with respect to this exposure and (iv) the trust assets that are not within the control of LBIE and are not believed to be held through LBI are being valued at 48%, which represents Ramius's estimate of potential recovery rates with respect to this exposure assuming that the trust assets are not available and become unsecured claims against LBIE.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

13. Commitments and Contingencies (Continued)

In addition to the matters described above, the following legal proceedings related to the business and operations of LaBranche prior to the Company's June 28, 2011 acquisition of LaBranche. These legal proceedings were disclosed in LaBranche's 2010 Form 10-K filed with the SEC on March 16, 2011, as amended on April 29, 2011, and updated, as applicable, in LaBranche's Form 10-Q for the first quarter of 2011, filed with the SEC on May 10, 2011, and below

In re NYSE Specialists Securities Litigation

On or about October 16, 2003 through December 16, 2003, four purported class action lawsuits were filed in the United States District Court for the Southern District of New York by persons or entities who purchased and/or sold shares of stocks of NYSE listed companies, including Pirelli v. LaBranche & Co Inc., et al., No. 03 CV 8264, Marcus v. LaBranche & Co Inc., et al., No. 03 CV 8521, Empire v. LaBranche & Co Inc., et al., No. 03 CV 8935, and California Public Employees' Retirement System (CalPERS) v. New York Stock Exchange, Inc., et al., No. 03 CV 9968. On March 11, 2004, a fifth action asserting similar claims, Rosenbaum Partners, LP v. New York Stock Exchange, Inc., et al., No. 04 CV 2038, was also filed in the United States District Court for the Southern District of New York by an individual plaintiff who does not allege to represent a class.

On May 27, 2004, the court consolidated these lawsuits under the caption In re NYSE Specialists Securities Litigation, No. CV 8264. The court named the following lead plaintiffs: CalPERS and Empire Programs, Inc.

On September 15, 2004, plaintiffs filed a Consolidated Complaint for Violation of the Federal Securities Laws and Breach of Fiduciary Duty, alleging that they represent a class consisting of all public investors who purchased and/or sold shares of stock listed on the NYSE from October 17, 1998 to October 15, 2003. Plaintiffs allege that LaBranche & Co Inc., LaBranche & Co. LLC, Mr. LaBranche, other NYSE specialist firms, including Bear Wagner Specialists LLC, Fleet Specialist, Inc., SIG Specialists, Inc., Spear, Leeds & Kellogg Specialists LLC, Performance Specialist Group, LLC and Van der Moolen Specialists USA, LLC, and certain parents and affiliates of those firms, and the NYSE, violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder by failing to disclose alleged improper specialist trading that was the subject of specialist trading investigations by the SEC and NYSE, improperly profiting on purchases and/or sales of NYSE listed securities, and breaching and/or aiding and abetting breaches of fiduciary duty. Section 20(a) control person claims also are alleged, including against LaBranche & Co Inc., LaBranche & Co. LLC and Mr. LaBranche. Plaintiffs seek unspecified money damages, restitution, forfeiture of fees, commissions and other compensation, equitable and/or injunctive relief, including an accounting and the imposition of a constructive trust and/or asset freeze on trading proceeds, and attorneys' fees and reimbursement of expenses.

On December 12, 2005, motions to dismiss were granted in part and denied in part. The court dismissed plaintiffs' Section 10(b) and Section 20(a) claims against all defendants for conduct that occurred before January 1, 1999 and dismissed plaintiffs' breach of fiduciary duty claims against all defendants. The court also dismissed all claims against the NYSE and certain claims against certain parents and affiliates of specialists other than LaBranche & Co. LLC.

On February 2, 2006, plaintiffs filed an Amended Consolidated Complaint for Violation of the Federal Securities Laws and Breach of Fiduciary Duty, adding Robert A. Martin as a plaintiff. This

13. Commitments and Contingencies (Continued)

complaint is otherwise identical to plaintiffs' Consolidated Complaint for Violation of the Federal Securities Laws and Breach of Fiduciary Duty.

On February 23, 2006, LaBranche & Co Inc., LaBranche & Co. LLC, Mr. LaBranche and the other defendants in the case filed answers to plaintiffs' Amended Consolidated Complaint for Violation of the Federal Securities Laws and Breach of Fiduciary Duty, denying liability and asserting affirmative defenses.

On February 22, 2007, the court removed Empire Programs, Inc. as co-lead plaintiff, leaving CalPERS as the sole lead plaintiff.

On June 28, 2007, CalPERS moved for class certification of "all persons and entities who submitted orders (directly or through agents) to purchase or sell NYSE-listed securities between January 1, 1999 and October 15, 2003, which orders were listed on the specialists' display book and subsequently disadvantaged by defendants," and for the certification of CalPERS and Market Street Securities Inc. as class representatives.

On September 18, 2007, the United States Court of Appeals for the Second Circuit reinstated certain of the claims against the NYSE that previously had been dismissed.

On March 14, 2009, the court granted CalPERS' motion for class certification.

On April 13, 2009, LaBranche & Co Inc., LaBranche & Co. LLC, Mr. LaBranche and the other specialist firm defendants and their affiliates filed a petition in the United States Court of Appeals for the Second Circuit, pursuant to Federal Rule of Civil Procedure 23(f), for permission to appeal the class certification order. On October 1, 2009, the Second Circuit denied the petition, and, on October 21, 2009, LaBranche & Co Inc., LaBranche & Co. LLC, Mr. LaBranche and the other specialist firm defendants and their affiliates filed a motion for reconsideration. On February 24, 2010, the Second Circuit denied this motion for reconsideration.

On October 5, 2009, CalPERS and the NYSE informed the court that they had agreed to settle all claims against the NYSE.

On or about March 31, 2010, CalPERS and the NYSE submitted a stipulation of settlement to the Court, not involving any money payment by the NYSE to CalPERS. On April 2, 2010, the Court approved this settlement, and, on April 6, 2010, the Court entered a final judgment dismissing CalPERS's claims against the NYSE with prejudice.

The parties participated in non-binding mediation during May 2011 through early July 2011.

NYSE Regulation proceeding against LSP and former trader

On June 11, 2010, NYSE Regulation, Inc.'s Division of Enforcement ("NYSE Regulation"), on behalf of NYSE Amex, LLC ("NYSE Amex") and NYSE Arca Equities, Inc. ("NYSE Arca"), commenced a proceeding against LSP and LSP's former head of options trading alleging, during the period from March 2005 through July 2007, violations of Regulation SHO Rule 203(b)(1), by allegedly effecting short sales of "threshold securities" without first locating shares to borrow, allegedly in improper reliance upon Regulation SHO's market maker exemption from locate requirements; Regulation SHO Rule 203(b)(3), by allegedly entering closing transactions that failed to properly close out fail-to-deliver

13. Commitments and Contingencies (Continued)

positions in the "threshold securities;" and Part 224 of the Federal Reserve Board Rules ("Regulation X"), by allegedly causing LSP's clearing firm to improperly extend LSP "good faith margin" as a market maker. NYSE Regulation also alleges, during the period from September 18, 2008 to October 8, 2008, violations of Section 12(k)(4) of the Securities Exchange Act of 1934 and the Securities and Exchange Commission's September 18, 2008 Emergency Order that banned the short selling of securities of financial services companies, by improperly relying on an exemption that would enable short sales of the common stock of financial services companies. NYSE Regulation also alleges, during both of these time periods, violations of AMEX Rule 320 and NYSE Arca Rule 6.18(b), by allegedly failing to supervise these trading activities to comply with the rules alleged to have been violated.

On May 4, 2010, FINRA entered into an agreement to assume responsibility for the surveillance and enforcement functions of NYSE Euronext, including those of NYSE Amex and NYSE Arca, and FINRA replaced NYSE Regulation, Inc. as the Complainant in the proceeding against LSP and its former trader.

On July 27, 2010, the Respondents filed a Joint Answer with NYSE Amex and NYSE Arca, denying all allegations and asserting defenses.

On February 4, 2011, NYSE Arca filed a Notice of Discontinuance with respect its action against LSP and its former trader, and NYSE Amex continued the proceeding.

Also on February 4, 2011, NYSE Amex filed an Amended Charge Memorandum against LSP and its former trader. The Amended Charge Memorandum withdrew the previous charge under Regulation X. On March 4, 2011, the Respondents filed a Joint Answer to the Amended Charge Memorandum, denying all allegations and asserting defenses.

On March 30, 2011, FINRA and the Respondents reached an agreement in principal to settle the proceeding, subject to negotiation of a Stipulation and Consent to Penalty and approval by the FINRA Hearing Board.

On May 26, 2011, FINRA and the Respondents entered into a Stipulation and Consent to Penalty to settle the matter without admitting or denying any of the allegations or findings. On June 24, 2011, the FINRA Hearing Board approved the settlement.

14. Short-Term Borrowings and other debt

As of June 30, 2011 and December 31, 2010, short term borrowings and other debt of the Company were as follows:

	As of June 30, 2011	As of December 31, 2010
	(in thousands)	
Line of credit	$ —	$ 24,000
Notes payable	761	1,396
Capital lease obligations	5,857	6,337
	$ 6,618	$ 31,733

On June 3, 2009, the Company entered into a collateralized revolving credit agreement with HVB AG, as lender, administrative agent and issuing bank, providing for a revolving credit facility with a

14. Short-Term Borrowings and other debt (Continued)

$50 million aggregate loan commitment amount available. The first borrowing under this line occurred on June 30, 2009. As of June 30, 2011 and December 31, 2010, the Company had borrowings of nil and $24 million, respectively. At the Company's election and discretion, borrowings under the 2009 collateralized revolving credit agreement bear interest per annum (based on a 360 day year) equal to either: (1) the lender's prime rate plus 1.5% or (2) the 1, 2 or 3 month LIBOR rate plus 3.5%. Due to the variable interest rate on these borrowings, their carrying values approximate fair value. The Company is required to pay a quarterly commitment fee on the undrawn portion of the revolving credit facility equal to 1.0% per annum of the undrawn amount. The 2009 collateralized revolving credit agreement was to mature on September 29, 2011. However, during 2011, the Company agreed to repay in full its obligations pursuant to the credit agreement and HVB AG agreed to terminate the credit agreement. On June 27, 2011, the Company fully repaid the then borrowing amount outstanding of $23 million and the credit agreement was terminated as of that date. The 2009 collateralized revolving credit agreement contained financial and other restrictive covenants that limited the Company's ability to incur additional debt and engage in other activities. As of June 30, 2011 and during the period from June 3, 2009 through June 27, 2011 the Company was in compliance with these covenants. The Company's investment in Enterprise Master through the Enterprise Fund had been pledged as collateral under the line of credit. Upon termination of the credit agreement on June 27, 2011, the Company's collateral pledge to HVB AG was released and the Company is no longer subject to the restrictive covenants contained in the credit agreement.

Interest incurred on the Company's lines of credit was $0.2 million for the three months ended June 30, 2011 and 2010, respectively, and was $0.4 million and $0.5 million for the six months ended June 30, 2011 and 2010, respectively.

In November 2010, the Company borrowed $0.6 million and $1.5 million to fund insurance premium payments. These notes bear interest at 5.05% and 4.95%, respectively and are due in October of 2011. As of June 30, 2011, the outstanding balance on these combined notes payable was $0.4 million. Interest expense for the three months and six months ended June 30, 2011 was not significant.

The Company entered into several capital leases for computer equipment during the fourth quarter of 2010. These leases amount to $6.3 million and are recorded in fixed assets and as capital lease obligations and have lease terms that range from 48 to 60 months and interest rates that range from 0.60% to 6.14%. As of June 30, 2011, the remaining balance on these capital leases was $5.9 million. Interest expense for the three months and six months ended June 30, 2011 was $0.1 million.

As of June 30, 2011 the Company has six irrevocable letters of credit, for which there is cash or bond collateral pledged, including (i) $50,000, which expires on July 12, 2011, supporting workers' compensation insurance with Safety National Casualty Corporation, (ii) $57,000, which expires on May 12, 2012, supporting Cowen Healthcare Royalty Management, LLC's Stamford office lease and (iii) $82,000, which expires on May 12, 2012, supporting the Company's San Francisco office and (iv) $1.2 million which expires on August 31, 2011, supporting the Company's lease of additional office space in New York (v) $6.7 million, which expires December 12, 2011, supporting the lease of office space in New York which the Company pays a fee on the stated amount of the letter of credit at a rate equal to 0.5%, and (vi) $0.9 million which expires May 25, 2017, supporting the lease of additional office space in New York.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

14. Short-Term Borrowings and other debt (Continued)

To the extent any letter of credit is drawn upon, interest will be assessed at the prime commercial lending rate. As of June 30, 2011 and December 31, 2010, there were no amounts due related to these letters of credit.

Annual scheduled maturities of debt and minimum lease payments for capital lease obligation and short term borrowings and other debt outstanding at June 30, 2011, are as follows:

	Capital Lease Obligation	Short Term Borrowings
	(in thousands)	
2011	$ 670	$ 391
2012	1,541	164
2013	1,541	164
2014	1,402	42
2015	1,051	—
Thereafter	194	—
Subtotal	6,399	761
Less: Amount representing interest(a)	(542)	—
Total	$ 5,857	$ 761

(a) Amount necessary to reduce net minimum lease payments to present value calculated at the Company's implicit rate at lease inception.

15. Earnings Per Share and Stockholders' Equity

The Company calculates its basic and diluted earnings per share in accordance with FASB accounting standards. Basic earnings per common share is calculated by dividing net income by the weighted average number of common shares outstanding for the period. As of June 30, 2011, there were 116,246,786 shares outstanding, of which 1,110,836 are restricted. To the extent that outstanding restricted shares are unvested, they are excluded from the calculation of basic earnings per share. The Company has included 24,574 fully vested, unissued restricted stock units in its calculation of basic earnings per share.

Diluted earnings per common share are calculated by adjusting the weighted average outstanding shares to assume conversion of all potentially dilutive nonvested restricted stock and stock options. The Company uses the treasury stock method to reflect the potential dilutive effect of the unvested restricted shares, restricted stock units and unexercised stock options. In calculating the number of dilutive shares outstanding, the shares of common stock underlying unvested restricted shares and restricted stock units are assumed to have been delivered, and options are assumed to have been exercised, on the grant date. The assumed proceeds from the assumed vesting, delivery and exercising were calculated as the sum of (a) the amount of compensation cost attributed to future services and not yet recognized and (b) the amount of tax benefit that was credited to additional paid-in capital assuming vesting and delivery of the restricted stock. The tax benefit is the amount resulting from a tax deduction for compensation in excess of compensation expense recognized for financial statement reporting purposes. All outstanding stock options were not included in the computation of diluted net

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

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15. Earnings Per Share and Stockholders' Equity (Continued)

loss per common share for the three months and six months ended June 30, 2011, as their inclusion would have been anti-dilutive.

The computation of earnings per share is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2011	2010	2011	2010
	(in thousands)		(in thousands)	
Net income (loss) attributable to Cowen Group, Inc. shareholders	$ 20,037	$ (21,197)	$ 20,119	$ (34,173)
Shares for basic and diluted calculations:				
Average shares used in basic computation	76,330	72,693	75,600	72,601
Stock options	—	—	—	—
Restricted shares	1,568	—	1,289	—
Average shares used in diluted computation	77,898	72,693	76,889	72,601
Earnings (loss) per share:				
Basic	$ 0.26	$ (0.29)	$ 0.27	$ (0.47)
Diluted	$ 0.26	$ (0.29)	$ 0.26	$ (0.47)

Treasury stock of $1.9 million as of June 30, 2011 resulted from the acquisition (see Note 2) of LaBranche as the Company held shares directly in LaBranche prior to the acquisition date and those shares were converted to Treasury stock at the acquisition date.

16. Segment Reporting

The Company conducts its operations through two segments: the alternative investment management segment and the broker-dealer segment (subsequent to the November 2009 Ramius/Cowen transaction). The operations of LaBranche's market-making business following the Company's June 28, 2011 acquisition of LaBranche are included in the broker-dealer segment commencing June 29, 2011. These activities are conducted primarily in the United States and substantially all of its revenues are generated domestically. The performance measure for these segments is Economic Income, which management uses to evaluate the financial performance of and make operating decisions for the segment including determining appropriate compensation levels.

In general, Economic Income (Loss) is a pre-tax measure that (i) eliminates the impact of consolidation for consolidated funds (both 2011 and 2010) (ii) excludes equity award expense related to the November 2009 Ramius/Cowen transaction (both 2011 and 2010) (iii) excludes certain other acquisition-related and/or reorganization expenses (2011 only) and (iv) excludes the bargain purchase gain which resulted from the LaBranche acquisition (see note 2). In addition, Economic Income (Loss) revenues include investment income that represents the income the Company has earned in investing its own capital, including realized and unrealized gains and losses, interest and dividends, net of associated investment related expenses. For GAAP purposes, these items are included in each of their

16. Segment Reporting (Continued)

respective line items. Economic Income revenues also include management fees, incentive income and investment income earned through the Company's investment as a general partner in certain real estate entities. For GAAP purposes, all of these items are recorded in other income (loss). In addition, Economic Income (Loss) expenses are reduced by reimbursement from affiliates, which for GAAP purposes is presented gross as part of revenue.

As further stated below, one major difference between Economic Income and US GAAP net income is that Economic Income presents the segments' results of operations without the impact resulting from the full consolidation of any of the Consolidated Funds. Consolidation of these funds results in including in income the pro rata share of the income or loss attributable to other owners of such entities which is reflected in net income (loss) attributable to redeemable non-controlling interest in consolidated subsidiaries in the condensed consolidated statements of operations. This pro rata share has no effect on the overall financial performance for the alternative investment management segment, as ultimately, this income or loss is not income or loss for the alternative investment management segment itself. Included in Economic Income is the actual pro rata share of the income or loss attributable to the Company as an investor in such entities, which is relevant in management making operating decisions and evaluating financial performance.

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

16. Segment Reporting (Continued)

The following tables set forth operating results for the Company's alternative investment management and broker-dealer segments and related adjustments necessary to reconcile the Company's Economic Income measure to arrive at the Company's consolidated net income (loss):

	Three Months Ended June 30, 2011					
				Adjustments		
	Alternative Investment Management	Broker-Dealer	Total Economic Income/(loss)	Funds Consolidation	Other Adjustments	GAAP
				(dollars in thousands)		
Revenues						
Investment banking	$ —	$ 14,343	$ 14,343	$ —	$ —	$ 14,343
Brokerage	11	24,596	24,607	—	—	24,607
Management fees	15,539	—	15,539	(466)	(3,216)(a)	11,857
Incentive income	5,697	—	5,697	—	(5,022)(a)	675
Investment Income	22,810	(110)	22,700	—	(22,700)(c)	—
Interest and dividends	—	—	—	—	5,840(c)	5,840
Reimbursement from affiliates	—	—	—	(8)	989(b)	981
Other revenue	(278)	(203)	(481)	—	713(c)	232
Consolidated Funds revenues	—	—	—	144	—	144
Total revenues	**43,779**	**38,626**	**82,405**	**(330)**	**(23,396)**	**58,679**
Expenses						
Employee compensation and benefits	15,044	27,323	42,367	—	1,208	43,575
Interest and dividends	49	169	218	—	2,897(c)	3,115
Non-compensation expenses—Fixed	8,724	17,552	26,276	—	(26,276)(c)	—
Non-compensation expenses—Variable	6,591	5,915	12,506	—	(12,506)(c)(d)	—
Non-compensation expenses	—	—	—	—	33,666(c)(d)	33,666
Reimbursement from affiliates	(989)	—	(989)	—	989(b)	—
Consolidated Funds expenses	—	—	—	872	—	872
Total expenses	**29,419**	**50,959**	**80,378**	**872**	**(22)**	**81,228**
Other income (loss)						
Net gain (loss) on securities, derivatives and other investments	—	—	—	—	76(c)	76
Bargain purchase gain					22,244(e)	22,244
Consolidated Funds net gains (losses)	—	—	—	2,195	2,575	4,770
Total other income (loss)	**—**	**—**	**—**	**2,195**	**24,895**	**27,090**
Income (loss) before income taxes and non-controlling interests	**14,360**	**(12,333)**	**2,027**	**993**	**1,521**	**4,541**
Income taxes expense / (benefit)	—	—	—	—	(17,954)(b)	(17,954)
Economic Income (Loss) / Net income (loss) before non-controlling interests	**14,360**	**(12,333)**	**2,027**	**993**	**19,475**	**22,495**
(Income) loss attributable to redeemable non-controlling interests	(1,465)	—	(1,465)	(993)	—	(2,458)
Economic Income (Loss) / Net Income (loss) attributable to Cowen Group stockholders	**$ 12,895**	**$ (12,333)**	**$ 562**	**$ —**	**$ 19,475**	**$ 20,037**

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

16. Segment Reporting (Continued)

	Three Months Ended June 30, 2010					
				Adjustments		
	Alternative Investment Management	Broker-Dealer	Total Economic Income/(loss)	Funds Consolidation	Other Adjustments	GAAP
				(dollars in thousands)		
Revenues						
Investment banking	$ —	$ 9,938	$ 9,938	$ —	$ —	$ 9,938
Brokerage	—	29,793	29,793	—	—	29,793
Management fees	12,187	(27)	12,160	(799)	(2,480)(a)	8,881
Incentive income	(450)	—	(450)	—	350(a)	(100)
Investment Income	(2,350)	(562)	(2,912)	—	2,912(c)	—
Interest and dividends	—	—	—	—	1,380(c)	1,380
Reimbursement from affiliates	—	—	—	(155)	1,896(b)	1,741
Other revenue	26	56	82	—	316(c)	398
Consolidated Funds revenues	—	—	—	2,969	—	2,969
Total revenues	**9,413**	**39,198**	**48,611**	**2,015**	**4,374**	**55,000**
Expenses						
Employee compensation and benefits	7,314	28,564	35,878	—	2,669	38,547
Interest and dividends	118	235	353	—	268(c)	621
Non-compensation expenses—Fixed	9,462	15,188	24,650	—	(24,650)(c)	—
Non-compensation expenses—Variable	356	7,200	7,556	—	(7,556)(c)(d)	—
Non-compensation expenses	—	—	—	—	31,335(c)(d)	31,335
Reimbursement from affiliates	(1,897)	—	(1,897)	—	1,897(b)	—
Consolidated Funds expenses	—	—	—	1,182		1,182
Total expenses	**15,353**	**51,187**	**66,540**	**1,182**	**3,963**	**71,685**
Other income (loss)						
Net gain (loss) on securities, derivatives and other investments	—	—	—	—	249(c)	249
Consolidated Funds net gains (losses)	—	—	—	(3,385)	(3,329)	(6,714)
Total other income (loss)	—	—	—	(3,385)	(3,080)	(6,465)
Income (loss) before income taxes and non-controlling interests	**(5,940)**	**(11,989)**	**(17,929)**	**(2,552)**	**(2,669)**	**(23,150)**
Income taxes expense / (benefit)	—	—	—		599(b)	599
Economic Income (Loss) / Net income (loss) before non-controlling interests	**(5,940)**	**(11,989)**	**(17,929)**	**(2,552)**	**(3,268)**	**(23,749)**
(Income) loss attributable to redeemable non-controlling interests	—	—	—	2,552	—	2,552
Economic Income (Loss) / Net Income (loss) attributable to Cowen Group stockholders	**$ (5,940)**	**$ (11,989)**	**$ (17,929)**	**$ —**	**$ (3,268)**	**$ (21,197)**

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

16. Segment Reporting (Continued)

	Six Months Ended June 30, 2011					
				Adjustments		
	Alternative Investment Management	Broker-Dealer	Total Economic Income/(loss)	Funds Consolidation	Other Adjustments	GAAP
	(dollars in thousands)					
Revenues						
Investment banking	$ —	$ 29,025	$ 29,025	$ —	$ —	$ 29,025
Brokerage	74	52,124	52,198	—	—	52,198
Management fees	29,586	—	29,586	(979)	(5,586)(a)	23,021
Incentive income	10,860	—	10,860	—	(5,804)(a)	5,056
Investment Income	40,268	(359)	39,909	—	(39,909)(c)	—
Interest and dividends	—	—	—	—	10,399(c)	10,399
Reimbursement from affiliates	—	—	—	(168)	2,158(b)	1,990
Other revenue	974	(401)	573	—	349(c)	922
Consolidated Funds revenues	—	—	—	313	—	313
Total revenues	**81,762**	**80,389**	**162,151**	**(834)**	**38,393**	**122,924**
Expenses						
Employee compensation and benefits	32,752	52,352	85,104	—	3,558	88,662
Interest and dividends	105	330	435	—	5,289(c)	5,724
Non-compensation expenses—Fixed	15,718	32,145	47,863	—	(47,863)(c)	—
Non-compensation expenses—Variable	8,687	12,767	21,454	—	(21,454)(c)(d)	—
Non-compensation expenses	—	—	—	—	67,571(c)(d)	67,571
Reimbursement from affiliates	(2,158)	—	(2,158)	—	2,158(b)	—
Consolidated Funds expenses	—	—	—	1,501		1,501
Total expenses	**55,104**	**97,594**	**152,698**	**1,501**	**9,259**	**163,458**
Other income (loss)						
Net gain (loss) on securities, derivatives and other investments	—	—	—	—	17,358(c)	17,358
Bargain purchase gain					22,244(e)	22,244
Consolidated Funds net gains (losses)	—	—	—	3,651	2,865	6,516
Total other income (loss)	**—**	**—**	**—**	**3,651**	**42,467**	**46,118**
Income (loss) before income taxes and non-controlling interests	**26,658**	**(17,205)**	**9,453**	**1,316**	**(5,185)**	**5,584**
Income taxes expense / (benefit)	—	—	—	—	(17,791)(b)	(17,791)
Economic Income (Loss) / Net income (loss) before non-controlling interests	**26,658**	**(17,205)**	**9,453**	**1,316**	**12,606**	**23,375**
(Income) loss attributable to redeemable non-controlling interests	(1,940)	—	(1,940)	(1,316)	—	(3,256)
Economic Income (Loss) / Net Income (loss) attributable to Cowen Group stockholders	**$ 24,718**	**$ (17,205)**	**$ 7,513**	**$ —**	**$ 12,606**	**$ 20,119**

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

16. Segment Reporting (Continued)

	Six Months Ended June 30, 2010					
				Adjustments		
	Alternative Investment Management	Broker-Dealer	Total Economic Income/(loss)	Funds Consolidation	Other Adjustments	GAAP
	(dollars in thousands)					
Revenues						
Investment banking	$ —	$ 15,943	$ 15,943	$ —	$ —	$ 15,943
Brokerage	—	59,369	59,369	—	—	59,369
Management fees	24,774	—	24,774	(1,694)	(4,929)(a)	18,151
Incentive income	1,532	—	1,532	—	462 (a)	1,994
Investment Income	8,842	(333)	8,509	—	(8,509)(c)	—
Interest and dividends	—	—	—	—	2,183 (c)	2,183
Reimbursement from affiliates	—	—	—	(300)	3,784 (b)	3,484
Other revenue	(25)	180	155	—	865 (c)	1,020
Consolidated Funds revenues		—	—	9,116	—	9,116
Total revenues	**35,123**	**75,159**	**110,282**	**7,122**	**(6,144)**	**111,260**
Expenses						
Employee compensation and benefits	23,498	53,700	77,198	—	4,782	81,980
Interest and dividends	234	235	469	—	598 (c)	1,067
Non-compensation expenses—Fixed	17,914	31,201	49,115	—	(49,115)(c)	—
Non-compensation expenses—Variable	687	15,655	16,342	—	(16,342)(c)(d)	—
Non-compensation expenses	—	—	—	—	(c) 65,541(d)	65,541
Reimbursement from affiliates	(3,784)	—	(3,784)	—	3,784 (b)	—
Consolidated Funds expenses	—	—	—	4,340		4,340
Total expenses	**38,549**	**100,791**	**139,340**	**4,340**	**9,248**	**152,928**
Other income (loss)						
Net gain (loss) on securities, derivatives and other investments	—	—	—	—	1,774 (c)	1,774
Consolidated Funds net gains (losses)	—	—	—	2,722	8,836	11,558
Total other income (loss)	—	—	—	2,722	10,610	13,332
Income (loss) before income taxes and non-controlling interests	**(3,426)**	**(25,632)**	**(29,058)**	**5,504**	**(4,782)**	**(28,336)**
Income taxes expense / (benefit)	—	—	—		333 (b)	333
Economic Income (Loss) / Net income (loss) before non-controlling interests	**(3,426)**	**(25,632)**	**(29,058)**	**5,504**	**(5,115)**	**(28,669)**
(Income) loss attributable to redeemable non-controlling interests	—	—	—	(5,504)	—	(5,504)
Economic Income (Loss) / Net Income (loss) attributable to Cowen Group stockholders	**$ (3,426)**	**$ (25,632)**	**$ (29,058)**	**$ —**	**$ (5,115)**	**$ (34,173)**

The following is a summary of the adjustments made to US GAAP net income (loss) for the segment to arrive at Economic Income:

Funds Consolidation: The impacts of consolidation and the related elimination entries of the Consolidated Funds are not included in Economic Income. Adjustments to reconcile to US GAAP net income include elimination of incentive income and management fees earned from the Consolidated

Cowen Group, Inc.

Notes to Condensed Consolidated Financial Statements (Continued)

(unaudited)

16. Segment Reporting (Continued)

Funds and addition of fund expenses excluding management fees paid, fund revenues and investment income (loss).

Other Adjustments:

(a) Economic Income recognizes revenues (i) net of distribution fees paid to agents and (ii) our proportionate share of management and incentive fees of certain real estate operating entities for which the investments are recorded under the equity method of accounting for investments.

(b) Economic Income excludes goodwill impairment and income taxes as management does not consider this item when evaluating the performance of the segment. Also, reimbursement from affiliates is shown as a reduction of Economic Income expenses, but is included as a part of revenues under US GAAP.

(c) Economic Income recognizes Company income from proprietary trading net of related expenses.

(d) Economic Income recognizes the Company's proportionate share of expenses for certain real estate and other operating entities for which the investments are recorded under the equity method of accounting for investments.

(e) Economic Income excludes the bargain purchase gain which resulted from the LaBranche acquisition.

For the three months and six months ended June 30, 2011 and 2010, there was no one fund or other customer which represented more than 10% of the Company's total revenues.

17. Regulatory Requirements

As a registered broker-dealer, Cowen and Company is subject to the SEC's Uniform Net Capital Rule 15c3-1 (the "Rule"), which requires the maintenance of minimum net capital. Under the alternative method permitted by the Rule, Cowen and Company's minimum net capital requirement, as defined, is $1 million. Cowen and Company is not permitted to withdraw equity if certain minimum net capital requirements are not met. As of June 30, 2011, Cowen and Company had total net capital of approximately $42.9 million, which was approximately $41.9 million in excess of its minimum net capital requirement of $1 million.

Cowen and Company is exempt from the provisions of Rule 15c3-3 under the Securities Exchange Act of 1934 as their activities are limited to those set forth in the conditions for exemption appearing in paragraph (k)(2)(ii) of the Rule.

Proprietary accounts of introducing brokers ("PAIB") held at the clearing broker are considered allowable assets for net capital purposes, pursuant to agreements between Cowen and Company and the clearing broker, which require, among other things, that the clearing broker performs computations for PAIB and segregates certain balances on behalf of Cowen and Company, if applicable.

Ramius UK Ltd. ("Ramius UK") and Cowen International Limited ("CIL") are subject to the capital requirements of the Financial Services Authority ("FSA") of the UK. Financial Resources, as

17. Regulatory Requirements (Continued)

defined, must exceed the total Financial Resources requirement of the FSA. At June 30, 2011, Ramius UK's Financial Resources of $4.3 million exceeded its minimum requirement of $0.6 million by $3.7 million. At June 30, 2011, CIL's Financial Resources of $4.5 million exceeded its minimum requirement of $2.3 million by $2.2 million.

CCAL (formerly known as Cowen Latitude Advisors Limited) is subject to the financial resources requirements of the Securities and Futures Commission ("SFC") of Hong Kong. Financial Resources, as defined, must exceed the Total Financial Resources requirement of the SFC. At June 30, 2011, CCAL's Financial Resources of $0.9 million exceeded the minimum requirement of $0.1 million by $0.8 million.

As a registered broker-dealer and FINRA member firm, Cowen Capital LLC (formerly known as LaBranche Capital, LLC) is subject to SEC Rule 15c3-1, as adopted and administered by the SEC and FINRA. Cowen Capital LLC is required to maintain minimum net capital, as defined, equivalent to the greater of $1 million or 2% of aggregate indebtedness, as defined. As of June 30, 2011, Cowen Capital, LLC's net capital, as defined, was $33.3 million, which exceeded minimum requirements by $32.3 million. Cowen Capital LLC's aggregate indebtedness to net capital ratio was 0.16 to 1.

As a registered broker dealer in the United Kingdom, Cowen International Trading Limited ("CITL") (formerly known as LaBranche Structured Products Europe Limited) is subject to the capital adequacy and capital resources as managed and monitored in accordance with the regulatory capital requirements of the FSA in the United Kingdom. In calculating regulatory capital, CITL's capital consists wholly of Tier 1 capital. Tier 1 capital is the core measure of a company's financial strength from a regulator's point of view. It consists of the type of financial capital considered the most reliable and liquid, primarily Shareholder's Equity. As of June 30, 2011, Tier 1 capital, as defined, was $51.2 million which exceeded the total variable capital requirement by $28 million. This Tier 1 capital included a loan to Cowen Structured Holdings Inc. (formerly known as LaBranche Structured Holdings, Inc.) by CITL as of February 2011, in the aggregate principal amount of $11.9 million.

As a registered corporation under the Hong Kong Securities and Futures Ordinance, Cowen Structured Products Hong Kong Limited ("CSPH") (formerly known as LaBranche Structured Products Hong Kong Limited) is subject to the capital requirements of the Hong Kong Securities and Futures (Financial Resources) Rules ("FRR"). The minimum paid-up share capital requirement is HKD 5,000,000 ($0.6 million at June 30, 2011) and the minimum liquid capital requirement is the higher of HKD 3,000,000 ($0.4 million at June 30, 2011) and the variable required liquid capital as defined in the FRR. The Company monitors its compliance with the requirements of the FRR on a daily basis. As of June 30, 2011, CSPH's liquid capital, as defined was $2.7 million, which exceeded its minimum requirements by $2.3 million.

18. Related Party Transactions

The Company acts as managing member, general partner and/or investment manager to the Ramius managed funds, Cowen Healthcare Royalty Management, LLC ("CHRP Management"), and the CHRP Funds, and certain managed accounts. Management fees and incentive income are primarily earned from affiliated entities. Fees receivable primarily represents the management fees and incentive income owed to the Company from these related funds and certain affiliated managed accounts. As of

18. Related Party Transactions (Continued)

June 30, 2011, approximately $8 million included in fees receivable are earned from external parties and the associated revenues are recorded in investment banking revenues in the condensed consolidated statements of operations.

The Company may, at its discretion, waive certain of the fees charged to the funds that it manages to avoid duplication of fees when such funds have an underlying investment in another affiliated investment fund. For the three months ended June 30, 2011 and 2010, the Company reimbursed the funds that it manages $1 million and $0.5 million, respectively, and $1.4 million and $1.2 million for the six months ended June 30, 2011 and 2010, respectively, which were recorded net in management fees and incentive income in the condensed consolidated statements of operations. At June 30, 2011 and December 31, 2010, related amounts still payable were $3.3 million and $2.3 million, respectively, and were reflected in fees payable in the condensed consolidated statements of financial condition.

During the first quarter of 2010, certain affiliated funds incurred a loss related to a trading error for which the Company determined, consistent with its internal policies, to bear the cost of correcting such error. This resulted in a loss of approximately $2.7 million for the Company. This amount is included in other expenses in the accompanying condensed consolidated statements of operations for the three months and six months ended March 31, 2010.

Pursuant to the operating agreement for its subsidiary Ramius Alternative Solutions LLC, the Company is required to pay certain distribution fees on assets raised by third party distributors. Such distribution fees are reported as client services and business development in the condensed consolidated statements of operations. These amounts equaled $0.2 million and $0.3 million for the three months ended June 30, 2011 and 2010, respectively, and $0.6 million for the six months ended June 30, 2011 and 2010, respectively. At June 30, 2011 and December 31, 2010, related amounts still payable were $0.2 million, respectively, and were reflected in accounts payable, accrued expenses and other liabilities in the condensed consolidated statements of financial condition.

As a result of a business combination in 2004, Ramius Alternative Solutions LLC acquired receivables of $9.6 million and assumed liabilities of a corresponding amount relating to various agreements with investors. Such amounts have been recorded in fees receivable and due to related parties, respectively, in the condensed consolidated statements of financial condition. The remaining balance yet to be paid was $1.5 million and $1.7 million as of June 30, 2011 and December 31, 2010, respectively. Of such amounts outstanding at June 30, 2011, $0.4 million will be paid during the second half of 2011.

The Company may, on occasion, also make loans to employees or other affiliates, excluding executive officers of the Company. These loans are interest bearing and settle pursuant to the agreed-upon terms with such employees or affiliates and are included in due from related parties in the condensed consolidated statements of financial condition. As of June 30, 2011 and December 31, 2010, loans to employees of $5.9 million and $4.7 million, respectively, were included in due from related parties on the condensed consolidated statements of financial condition. For the three months and six months ended June 30, 2011 and 2010 interest charged for these loans and advances was immaterial. The remaining balance included in due from related parties primarily relates to amounts due to the Company from affiliated funds and real estate entities due to expenses paid on their behalf.

18. Related Party Transactions (Continued)

In April 2011, the Company entered into a credit agreement with Starboard Value LP (see Note 5), whereby the Company can loan up to $3 million to Starboard Value LP at an interest rate of LIBOR plus 3.75% (payable quarterly) with a maturity of March 30, 2014. As of June 30, 2011 $2 million is included in other assets in the condensed consolidated statement of financial condition. For the three months and six months ended June 30, 2011, interest charged for this loan was immaterial.

Included in due to related parties is approximately $1.1 million and $6.5 million at June 30, 2011 and December 31, 2010, respectively, related to a subordination agreement with an investor in certain real estate funds. This total is based on a hypothetical liquidation of the real estate funds as of the balance sheet date.

19. Guarantees

FASB accounting standards require the Company to disclose information about its obligations under certain guarantee arrangements. Those standards define guarantees as contracts and indemnification agreements that contingently require a guarantor to make payments to the guaranteed party based on changes in an underlying security (such as an interest or foreign exchange rate, security or commodity price, an index or the occurrence or nonoccurrence of a specified event) related to an asset, liability or equity security of a guaranteed party. Those standards also define guarantees as contracts that contingently require the guarantor to make payments to the guaranteed party based on another entity's failure to perform under an agreement as well as indirect guarantees of the indebtedness of others.

In the normal course of its operations, the Company enters into contracts that contain a variety of representations and warranties and which provide general indemnifications. The Company's maximum exposure under these arrangements is unknown as this would involve future claims that may be made against the Company that have not yet occurred. However, based on experience, the Company expects the risk of loss to be remote.

The Company indemnifies and guarantees certain service providers, such as clearing and custody agents, trustees and administrators, against specified potential losses in connection with their acting as an agent of, or providing services to, the Company or its affiliates. The Company also indemnifies some clients against potential losses incurred in the event specified third-party service providers, including sub-custodians and third-party brokers, improperly execute transactions. The maximum potential amount of future payments that the Company could be required to make under these indemnifications cannot be estimated. However, the Company believes that it is unlikely it will have to make significant payments under these arrangements and has not recorded any contingent liability in the condensed consolidated financial statements for these indemnifications.

The Company is a member of various securities exchanges. Under the standard membership agreements, members are required to guarantee the performance of other members and, accordingly, if another member becomes unable to satisfy its obligations to the exchange, all other members would be required to meet the shortfall. The Company's liability under these arrangements is not quantifiable and could exceed the cash and securities it has posted as collateral. However, management believes that the potential for the Company to be required to make payments under these arrangements is

19. Guarantees (Continued)

remote. Accordingly, no contingent liability is recorded in the condensed consolidated statements of financial condition for these arrangements.

The Company also provides representations and warranties to counterparties in connection with a variety of commercial transactions and occasionally indemnifies them against potential losses caused by the breach of those representations and warranties. The Company may also provide standard indemnifications to some counterparties to protect them in the event additional taxes are owed or payments are withheld, due either to a change in or adverse application of certain tax laws. These indemnifications generally are standard contractual terms and are entered into in the normal course of business. The maximum potential amount of future payments that the Company could be required to make under these indemnifications cannot be estimated. However, the Company believes it is unlikely it will have to make material payments under these arrangements and has not recorded any contingent liability in the condensed consolidated financial statements for these indemnifications.

20. Subsequent Events

In July 2011, the Company approved a share repurchase program that authorizes the Company to purchase up to $20 million of Cowen Group's Class A common shares from time to time through a variety of methods, including in the open market or through privately negotiated transactions, in accordance with applicable securities laws.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This discussion contains forward-looking statements, which involve numerous risks and uncertainties, including, but not limited to, those described in the section titled "Risk Factors" in Item 1A of our Annual Report on Form 10-K and in Item 1A of Part II of this Quarterly Report on Form 10-Q. This Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the condensed consolidated financial statements and related notes of Cowen Group, Inc. included elsewhere in this quarterly report. Actual results may differ materially from those contained in any forward-looking statements.

Overview

Cowen Group, Inc. is a diversified financial services firm and, together with its consolidated subsidiaries, provides alternative investment management, investment banking, research, market-making and sales and trading services through its two business segments: alternative investment management and broker-dealer. The alternative investment management segment includes hedge funds, replication products, mutual funds, managed futures funds, fund of funds, real estate, healthcare royalty funds, cash management services and mortgage advisory services, offered primarily under the Ramius name. The broker-dealer segment offers industry focused investment banking for growth-oriented companies including advisory and global capital markets origination and domain knowledge-driven research, a sales and trading platform for institutional investors, primarily under the Cowen name and an ETF market-making business, both domestically and internationally.

Our alternative investment management business had approximately $10.7 billion of assets under management as of July 1, 2011. The predecessor to this business was founded in 1994 and, through one of its subsidiaries, has been a registered investment adviser under the Investment Advisers Act since 1997. Our alternative investment management products, solutions and services include hedge funds, replication products, mutual funds, managed futures funds, fund of funds, real estate, healthcare royalty funds, cash management services and mortgage advisory services. Our institutional investors include pension funds, insurance companies, banks, foundations and endowments, wealth management organizations and family offices.

Our broker-dealer businesses include research, brokerage and investment banking services to companies and institutional investor clients primarily in the healthcare, technology, media and telecommunications, consumer, aerospace and defense, industrials, REITs and alternative energy sectors. We provide research and brokerage services to over 1,000 domestic and international clients seeking to trade securities, principally in our target sectors. Historically, we have focused our investment banking efforts on small to mid-capitalization public companies as well as private companies.

Our investment banking product offerings include initial public offerings and equity follow-on transactions, credit and fixed income transactions, including public and private debt placements, exchange offers, consent solicitations and tender offers. We also offer origination and distribution capabilities for convertible securities. In addition, we have recently enhanced our presence in the PIPE and registered direct market by adding personnel. Our capital markets capabilities, managed by a unified capital markets group, allows us to effectively provide cohesive solutions for our investment banking clients.

On June 28, 2011, the acquisition between the Company and LaBranche, a market-maker in ETFs on various exchanges domestically and internationally, was consummated pursuant to the terms of the Agreement and Plan of Merger ("Merger Agreement"), dated February 16, 2011. Under the terms of the Merger Agreement each outstanding share of LaBranche was converted into 0.9980 shares of Cowen Group Class A common stock (the "Exchange Ratio"). The consideration received by LaBranche's shareholders was valued at approximately $156.4 million in the aggregate, based on the closing stock price of Cowen Group Class A on the NASDAQ Global Select Market of $3.82 on June 28, 2011. This is based on 40,931,997 shares of LaBranche stock that were outstanding on that date of the completion of the acquisition.

As a result of the acquisition, the condensed consolidated financial results of the Company for the three and six months ended June 30, 2011, includes two days of LaBranche's operating results. These operating results of LaBranche are related to ETF market-making and are included in the Company's broker-dealer segment.

As previously disclosed, the Company spun-off its value and opportunity business which focuses on investing in deep value situations and using shareholder activism to generate superior returns, into a stand-alone and independent business managed by Starboard Value LP ("Starboard"). The Company completed the separation on April 1, 2011. The Company continues to maintain a significant investment in Starboard, and as of April 1, 2011, accounts for its investment in Starboard as an equity method investment.

In the second quarter of 2011, the Company recorded deferred tax benefits generated by a Luxembourg subsidiary. In the same quarter, the Company acquired a reinsurance company in Luxembourg from a third party, as part of a service program that provides reinsurance coverage to the Company against certain risks. The reinsurance company had deferred tax liabilities and upon its purchase, the deferred tax benefits referenced above fully offset these liabilities, resulting in the recognition of the deferred tax benefits. Also, the Company incurred acquisition-related legal fees and professional fees, as well as operational and administrative expenses in the second quarter of 2011 as a result of these transaction.

Certain Factors Impacting Our Business

Our alternative investment management business and results of operations are impacted by the following factors:

- *Assets under management.* Our revenues from management fees are directly linked to assets under management. As a result, the future performance of our alternative investment management business will depend on, among other things, our ability to retain assets under management and to grow assets under management from existing and new products. In addition, positive performance increases assets under management which results in higher management fees. As previously disclosed, redemptions in Ramius Multi-Strategy Fund Ltd triggered certain contractual rights of affiliates of UniCredit S.p.A ("UniCredit S.p.A"), which would have allowed them to withdraw their assets held in that fund upon 30 days notice. Such affiliates of UniCredit S.p.A instead agreed, pursuant to a Modification Agreement, to extend the time period pursuant to which the Company must return the bulk of its assets in our funds to the end of 2010. As of June 30, 2011, including redemptions effective on July 1, 2011, we have returned approximately $498.9 million to affiliates of UniCredit S.p.A and these affiliates had a remaining investment of approximately $184.5 million invested in our investment vehicles, including a fund of funds managed account.

- *Investment performance.* Our revenues from incentive income are linked to the performance of the funds and accounts that we manage. Performance also affects assets under management because it influences investors' decisions to invest assets in, or withdraw assets from, the funds and accounts managed by us.

- *Fee and allocation rates.* Our management fee revenues are linked to the management fee rates we charge as a percentage of assets under management. Our incentive income revenues are linked to the incentive allocation rates we charge as a percentage of performance driven asset growth. Our incentive allocations are generally subject to "high-water marks," whereby incentive income is generally earned by us only to the extent that the net asset value of a fund at the end of a measurement period exceeds the highest net asset value as of the end of the preceding measurement period for which we earned incentive income. All products that we currently market, for which we charge an incentive fee, are currently over their respective high-water marks, except for Multi-Strategy Master FOF Ltd. Our incentive allocations, in some cases, are subject to performance hurdles.

- *Investment performance of our own capital.* We invest our own capital and the performance of such invested capital affects our revenues. As of July 1, 2011, we had investments of approximately $136.7 million, $141.4 million and $50.6 million in the Enterprise Fund (an entity which invests its capital in Ramius Enterprise Master Fund Ltd), Cowen Overseas Investment LP ("COIL") and Ramius Optimum Investments LLC ("ROIL"), respectively. Enterprise Fund is a fund vehicle that currently has external investors, is closed to new investors and in wind-down mode. COIL and ROIL are wholly owned entities that the Company uses solely for the firm's invested capital.

External Factors Impacting Our Business

Our financial performance is highly dependent on the environment in which our businesses operate. A favorable business environment is characterized by many factors, including a stable geopolitical climate, transparent financial markets, low inflation, low interest rates, low unemployment, strong business profitability and high business and investor confidence. Unfavorable or uncertain economic and market conditions can be caused by declines in economic growth, business activity or investor or business confidence, limitations on the availability or increases in the cost of credit and capital, increases in inflation, interest rates, exchange rate volatility, unfavorable global asset allocation trends, outbreaks of hostilities or other geopolitical instability, corporate, political or other scandals that reduce investor confidence in the capital markets, or a combination of these or other factors. Our businesses and profitability have been and may continue to be adversely affected by market conditions in many ways, including the following:

- Our alternative investment management business was affected by the conditions impacting the global financial markets and the hedge fund industry during 2008, which was characterized by substantial declines in investment performance and unanticipated levels of requested redemptions. While the environment for investing in alternative investment products has since improved, the variability of redemptions could continue to affect our alternative investment management business, and it is possible that we could intermittently experience redemptions above historical levels, regardless of fund performance.

- Our broker-dealer business has been, and may continue to be, adversely affected by market conditions. Increased competition continues to affect the economics in our investment banking and capital markets businesses. The same factors also affect trading volumes in secondary financial markets, which affect our brokerage business. Commission rates, market volatility, increased competition from larger financial firms and other factors also affect our brokerage revenues and may cause these revenues to vary from period to period.

- Our broker-dealer business focuses primarily on small to mid-capitalization and private companies in specific industry sectors. These sectors may experience growth or downturns independent of general economic and market conditions, or may face market conditions that are disproportionately better or worse than those impacting the economy and markets generally. Therefore, our broker-dealer business could be affected differently than overall market trends.

Our businesses, by their nature, do not produce predictable earnings. Our results in any period can be materially affected by conditions in global financial markets and economic conditions generally. We are also subject to various legal and regulatory actions that impact our business and financial results.

Recent developments

In July 2011, the Company's Board of Directors approved a share repurchase program that authorizes the Company to purchase up to $20 million of Cowen Group's Class A common shares from time to time through a variety of methods, including in the open market or through privately negotiated transactions, in accordance with applicable securities laws. The Company plans to begin repurchasing shares on August 8th, 2011 when restrictions on repurchasing Company Stock are lifted.

Basis of presentation

The unaudited condensed consolidated financial statements of the Company appearing elsewhere in this Form 10-Q include the accounts of the Company, its subsidiaries, and entities in which the Company has a controlling financial interest or a substantive, controlling general partner interest. All material intercompany transactions and balances have been eliminated in consolidation. Certain fund entities that are consolidated in the condensed consolidated financial statements, are not subject to these consolidation provisions with respect to their own investments pursuant to their specialized accounting.

The Company serves as the managing member/general partner and/or investment manager to affiliated fund entities which it sponsors and manages. Certain of these funds in which the Company has a substantive, controlling general partner interest are consolidated with the Company pursuant to generally accepted accounting principles as described below (the "Consolidated Funds"). Consequently, the Company's condensed consolidated financial statements reflect the assets, liabilities, income and expenses of these funds on a gross basis. The ownership interests in these funds which are not owned by the Company are reflected as non-controlling interests in consolidated subsidiaries in the condensed consolidated financial statements appearing elsewhere in this Form 10-Q. The management fees and incentive income earned by the Company from these funds are eliminated in consolidation.

Revenue recognition

The Company's principal sources of revenue are derived from two segments: an alternative investment management segment and a broker-dealer segment as more fully described below.

Our alternative investment management segment generates revenue through three principal sources: management fees, incentive income and investment income from our own capital.

Our broker-dealer segment generates revenue through two principal sources: investment banking and brokerage.

Management fees

The Company earns management fees from affiliated funds and certain managed accounts that it serves as the investment manager based on assets under management. The actual management fees received vary depending on distribution fees or fee splits paid to third parties either in connection with raising the assets or structuring the investment.

Management fees are generally paid on a quarterly basis at the beginning of each quarter in arrears and are prorated for capital inflows and redemptions. While some investors may have separately negotiated fees pursuant to side letter arrangements, in general the management fees are as follows:

- Hedge Funds—Management fees for the Company's hedge funds are generally charged at an annual rate of up to 2% of assets under management. Management fees are generally calculated monthly based on assets under management at the end of each month before incentive income.

- Alternative Solutions—Management fees for the Alternative Solutions business are generally charged at an annual rate of up to 2% of assets under management. Management fees are generally calculated monthly based on assets under management at the end of each month before incentive income or based on assets under management at the beginning of the month. Management fees earned from the Alternative Solutions are based and initially calculated on estimated net asset values and actual fees ultimately earned could be impacted to the extent of any changes in these estimates.

- Real Estate Funds—Management fees from the Company's real estate funds are generally charged by their general partners at an annual rate between 1% and 1.5% of total capital commitments during the investment period and of invested capital or net asset value of the applicable fund after the investment period has ended. Management fees are typically paid to the general partners on a quarterly basis, at the beginning of the quarter in arrears, and are prorated for changes in capital commitments throughout the investment period and invested capital after the investment period. The general partners of the Company's real estate funds are owned jointly by the Company and third parties. Accordingly, the management fees (in addition to incentive income and investment income) generated by these real estate funds are split between the Company and the other general partners. Pursuant to GAAP, these fees and other income received by the general partners that are accounted for under the equity method of accounting and are reflected under net gains (losses) on securities, derivatives and other investments instead of management fees.

- CHRP Funds—During the investment period (as defined in the management agreement of the CHRP Funds), management fees for the CHRP Funds are generally charged at an annual rate of up to 2% of committed capital. After the investment period, management fees are generally charged at an annual rate of up to 2% of assets under management. Management fees for the CHRP Funds are calculated on a quarterly basis.

- Ramius Trading Strategies—Management fees and platform fees for the Company's commodity trading advisory business are generally charged at an annual rate of up to 3% and 1.50%, respectively, for the levered vehicle and 1% and 0.50%, respectively, for the unlevered vehicle. Management and platform fees are generally calculated monthly based on assets under management at the end of each month.

- Other—The Company also provides other investment advisory services. Other management fees are primarily earned from the Company's cash management business and range from annual rates of 0.04% to 0.20% of assets, based on the average daily balances of the assets under management.

Incentive income

The Company earns incentive income based on net profits (as defined in the respective investment management agreements) of the Company's funds and certain managed accounts, allocable for each fiscal year that exceeds cumulative unrecovered net losses, if any, that have carried forward from prior years. For the products we offer, incentive income earned is typically 20% for hedge funds and 10% for fund of funds (in certain cases in excess of a benchmark), in each case, of the net profits earned for the full year that are attributable to each fee-paying investor. Incentive income on real estate investments is earned in the year of a sale or realization of a private investment. Incentive income in the CHRP Funds is earned only after investors receive a full return of their capital plus a preferred return.

In periods following a period of a net loss attributable to an investor, the Company does not earn incentive income on any future profits attributable to that investor until the accumulated net loss from prior periods is recovered, an arrangement commonly referred to as a "high-water mark." The Company has elected to record incentive income revenue in accordance with "Method 2" of the Financial Accounting Standards Board ("FASB") accounting standards. Under Method 2, the incentive income from the Company's funds and managed accounts for any period is based upon the net profits of those funds and managed accounts at the reporting date. Any incentive income recognized in a quarter's condensed consolidated statement of operations may be subject to reversal in a subsequent quarter as a result of subsequent negative investment performance prior to the conclusion of the fiscal year, when all contingencies have been resolved. As a result of negative investment performance in 2008, and in the case of certain real estate funds, in 2009, the Company entered 2010 with high-water marks in certain of its fund products. These high-water marks require the funds to recover cumulative losses before the Company could begin to earn incentive income in 2010 and beyond with respect to the investments of investors who previously suffered losses. In 2010, the Starboard Value and Opportunity Funds surpassed their high water marks and the Company began to earn incentive income again on these products.

Carried interest in the real estate funds is generally subject to clawback to the extent that the carried interest actually distributed to date exceeds the amount due to the Company based on cumulative results. As such, the accrual for potential repayment of previously received carried interest, which is a component of accounts payable, accrued expenses and other liabilities, represents all amounts previously distributed to the Company, less an assumed tax liability, that would need to be repaid to certain real estate funds if these funds were to be liquidated based on the current fair value of the underlying funds' investments as of the reporting date. Generally, the actual clawback liability does not become realized until the end of a fund's life.

Investment Banking

The Company earns investment banking revenue primarily from fees associated with public and private capital raising transactions and providing strategic advisory services. Investment banking revenues are derived primarily from small and mid-capitalization companies within the Company's target sectors of healthcare, technology, media and telecommunications, consumer, aerospace and defense, industrials, REITs and alternative energy.

- **Underwriting fees** The Company earns underwriting revenues in securities offerings in which the Company acts as an underwriter, such as initial public offerings, follow-on equity offerings and convertible security offerings. Underwriting revenues include management fees, selling concessions and underwriting fees. Fee revenue relating to underwriting commitments is recorded when all significant items relating to the underwriting process have been completed and the amount of the underwriting revenue has been determined. This generally is the point at which all of the following have occurred: (i) the issuer's registration statement has become effective with the SEC, or the other offering documents are finalized; (ii) the Company has made a firm commitment for the purchase of shares from the issuer; and (iii) the Company has been informed of the number of shares that it has been allotted.

  When the Company is not the lead manager for a registered equity underwriting transaction, management must estimate the Company's share of transaction-related expenses incurred by the lead manager in order to recognize revenue. Transaction-related expenses are deducted from the underwriting fee and therefore reduce the revenue the Company recognizes as co-manager. Such amounts are adjusted to reflect actual expenses in the period in which the Company receives the final settlement, typically within 90 days following the closing of the transaction.

- **Strategic/financial advisory fees** The Company's strategic advisory revenues include success fees earned in connection with advising companies, both buyers and sellers, principally in mergers and acquisitions. The Company also earns fees for related advisory work such as providing fairness opinions. The Company records strategic advisory revenues when the services for the transactions are completed under the terms of each assignment or engagement and collection is reasonably assured. Expenses associated with such transactions are deferred until the related revenue is recognized or the engagement is otherwise concluded.

- **Private placement fees** The Company earns agency placement fees in non-underwritten transactions such as private placements of debt and equity securities, including, private investment in public equity transactions ("PIPEs") and registered direct transactions ("RDs"). The Company records private placement revenues when the services for the transactions are completed under the terms of each assignment or engagement and collection is reasonably assured. Expenses associated with such transactions are deferred until the related revenue is recognized or the engagement is otherwise concluded.

Brokerage

Brokerage revenue consists of commissions, principal transactions, net and equity research fees.

- **Commissions** Commission revenue includes fees from executing client transactions. These fees are recognized on a trade date basis. The Company permits institutional customers to allocate a portion of their commissions to pay for research products and other services provided by third parties. The amounts allocated for those purposes are commonly referred to as soft dollar arrangements. Commissions on soft dollar brokerage are recorded net of the related expenditures on an accrual basis.

- **Principal Transactions** Principal transaction revenue includes net trading gains and losses from the Company's market-making activities in fixed income and over-the-counter equity securities, listed options trading, trading of convertible securities, and trading gains and losses on inventory and other firm positions, which include warrants previously received as part of investment banking transactions. Commissions associated with these transactions are also included herein. Principal transaction revenue also consists of net gains and losses resulting from the Company's market-making activities in ETFs domestically and internationally, and the net gains and losses resulting from trading of foreign currencies, futures and equities underlying the ETFs for which the Company acts as market-maker. In certain cases, the Company provides liquidity to clients buying or selling blocks of shares of listed stocks without previously identifying the other side of the trade at execution, which subjects the Company to market risk. These positions are typically held for a very short duration.

- **Equity Research Fees** Equity research fees are paid to the Company for providing equity research. Revenue is recognized once an arrangement exists, access to research has been provided, the fee amount is fixed or determinable, and collection is reasonably assured.

Interest and dividends

Interest and dividends are earned by the Company from various sources. The Company receives interest and dividends primarily from investments held by its Consolidated Funds and its brokerage balances from invested capital. Interest is recognized on an accrual basis and interest income is recognized on the debt of those issuers that is deemed collectible. Interest income and expense includes premiums and discounts amortized and accreted on debt investments based on criteria determined by the Company using the effective yield method, which assumes the reinvestment of all interest payments. Dividends are recognized on the ex-dividend date.

Reimbursement from affiliates

The Company allocates, at its discretion, certain expenses incurred on behalf of its hedge fund, fund of funds and real estate businesses. These expenses relate to the administration of such subsidiaries and assets that the Company manages for its funds. In addition, pursuant to the funds' offering documents, the Company charges certain allowable expenses to the funds, including charges and personnel costs for legal, compliance, accounting, tax compliance, marketing, risk and technology expenses that directly relate to administering the assets of the funds. Such expenses that have been reimbursed at their actual costs are included in the condensed consolidated statements of operations as employee compensation and benefits, professional, advisory and other fees, communications, occupancy and equipment, client services and business development and other.

Other revenues

The Company receives other revenues which are unrelated to its principal sources of revenue and which may vary from year to year. Sources of such other revenues primarily include other fees earned from real estate entities and deferred gains from a sale of an asset.

Expenses

The Company's expenses consist of compensation and benefits, interest expense and general, administrative and other expenses.

- *Compensation and Benefits.* Compensation and benefits is comprised of salaries, benefits, discretionary cash bonuses and equity-based compensation. Annual incentive compensation is variable, and the amount paid is generally based on a combination of employees' performance, their contribution to their business segment, and the Company's performance. Generally, compensation and benefits comprise a significant portion of total expenses, with annual incentive compensation comprising a significant portion of total compensation and benefits expenses.

- *Interest and Dividends.* Amounts included within interest and dividend expense primarily relate to interest incurred on the Company's revolving line of credit.

- *General, Administrative and Other.* General, administrative and other expenses are primarily related to professional services, occupancy and equipment, business development expenses, communications, insurance and other miscellaneous expenses. These expenses may also include certain one-time charges and non-cash expenses.

- *Consolidated Funds Expenses.* Certain funds are consolidated by the Company pursuant to GAAP. As such, the Company's condensed consolidated financial statements reflect the expenses of these consolidated entities and the portion attributable to other investors is allocated to a non-controlling interest.

Income Taxes

The taxable results of the Company's U.S. operations are subject to U.S. federal, state and city taxation as a corporation. The Company is also subject to foreign taxation on income it generates in certain countries.

The Company records deferred tax assets and liabilities for the future tax benefit or expense that will result from differences between the carrying value of its assets for income tax purposes and for financial reporting purposes, as well as for operating or capital loss and tax credit carryovers. A valuation allowance is recorded to bring the net deferred tax assets to a level that, in management's view, is more likely than not to be realized in the foreseeable future. This level will be estimated based on a number of factors, especially the amount of net deferred tax assets of the Company that are actually expected to be realized, for tax purposes, in the foreseeable future. As of June 30, 2011, the Company recorded a valuation allowance against substantially all of its net deferred tax assets.

Redeemable Non-controlling Interests

Redeemable non-controlling interests represent the pro rata share of the income or loss of the non-wholly owned consolidated entities attributable to the other owners of such entities. Due to the fact that the non-controlling interests are redeemable at the option of the holder they have been classified as temporary equity.

Assets Under Management and Fund Performance

Assets Under Management

Assets under management refer to all of our alternative investment management products, solutions and services including hedge funds, replication products, mutual funds, managed futures funds, fund of funds, real estate, healthcare royalty funds, cash management services and mortgage advisory services. Assets under management also include the fair value of assets we manage pursuant to separately managed accounts, collateralized debt obligations for which we are the collateral manager, and, as indicated in the footnotes to the table below, proprietary assets which the Company has invested in these products. Also, as indicated, assets under management for certain products represent committed capital and certain products where the Company owns a portion of the general partners.

As of July 1, 2011, the Company had assets under management of $10.7 billion, a 9.4% increase as compared to assets under management of $9.7 billion as of April 1, 2011. The $917 million increase in assets under management during the second quarter of 2011 resulted from $839 million in net subscriptions (including redemptions effective on July 1, 2011, which included $35.7 million of assets returned to investors, as a result of closing the Ramius Multi-Strategy and Ramius Enterprise funds and the return of assets to UniCredit pursuant to the terms of Modification Agreement), and a $78 million performance-related increase in assets.

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The following table is a breakout of total assets under management by platform as of July 1, 2011.

Platform	Total Assets under Management July 1, 2011	Total Assets under Management April 1, 2011	Primary Strategies
	(dollars in millions)		
Hedge Funds(3)	$ 1,641(1)	$ 1,397(1)	Multi-Strategy Single Strategy
Alternative Solutions(2)	2,132	2,007	Multi-Strategy Single Strategy Customized Solutions Hedging Strategies
	1,343	1,189	Commodity Trading Advisory
Real Estate(3)	1,628(4)	1,628(4)	Debt Equity
Cowen Healthcare Royalty Partners(5)	1,251(4)	1,131(4)	Royalty Interests
Other(6)	2,660	2,387	Cash Management Mortgage Advisory
Total	$ 10,655	$ 9,739	

(1) This amount includes the Company's invested capital of approximately $137 million and $139 million as of July 1, 2011 and April 1, 2011, respectively.

(2) This amount includes the Company's invested capital of approximately $44.8 million and $48.2 million (which includes the notional amount of one of the fund of funds products) as of July 1, 2011 and April 1, 2011, respectively.

(3) The Company owns between 30% and 55% of the general partners of the real estate business and the activist business. We do not possess unilateral control over any of these general partners.

(4) This amount reflects committed capital.

(5) The Company shares the management fees from the CHRP Funds equally with the founders of the CHRP Funds. In addition, the Company receives a share of the carried interests of the general partners of the CHRP Funds of between 33.3% and 40.2%.

(6) The Company's cash management services business provides clients with investment guidelines for managing cash and establishes investment programs for managing their cash in separately managed accounts. The Company also provides mortgage advisory services where the Company manages collateralized debt obligations ("CDOs") held by investors and liquidates CDOs that were historically managed by others.

The following table presents total assets under management by period:

	Six Months Ended July 1, 2011	Three Months Ended July 1, 2011	Year ended December 31, 2010	2009	2008
	(dollars in thousands)				
Beginning Assets under Management	$ 9,041,446	$ 9,738,764	$ 8,313,638	$ 9,765,230	$ 12,900,355
Net Subscriptions (Redemptions)	1,382,319(3)	838,626	812,555	(1,780,117(2))	(1,066,714)
Net Performance(1)	231,459	77,834	150,085	328,525	(2,068,411)
Ending Assets under Management	$ 10,655,224	$ 10,655,224	$ 9,276,278	$ 8,313,638	$ 9,765,230

(1) Net performance is net of all management and incentive fees and includes the effect of any foreign exchange translation adjustments and leverage in certain funds.

(2) Net subscriptions for 2009 include $807 million of capital commitments to the CHRP Funds that were part of Cowen Holdings prior to the Transactions.

(3) Net subscriptions for 2011 include $210 million of additional capital commitments to the CHRP Funds.

Fund Performance

The second quarter of 2011, as was the case in the year's first three months, featured a number of significant events that affected global markets and asset class performance. The first quarter witnessed the Japanese earthquake, tsunami, and nuclear plant crises, along with increasing turmoil throughout the Middle East and North Africa. Commodity prices were strong. Nonetheless, corporate credit and equities performed adequately. This was followed by a general sell-off in risk assets that began in earnest in May, continuing the "risk on, risk off" approach that has seemed to dominate investor activity throughout the year. Foremost among recent investor concerns were the deteriorating credit situation and sovereign solvency issues in Greece. This led to fears of contagion spreading to larger European countries such as Italy, as well as to the potential negative effects on bank balance sheets throughout Europe. Resolution remained elusive for European regulators and governments as the quarter ended. Middle East and North African unrest continued. China attempted to deal with concerns about a slowing economy and a domestic credit bubble. The U.S. had its own set of problems, including a lagging economy, the termination of quantitative easing (QE2) by the Federal Reserve, questions on the future strength of the U.S. Dollar, and the inability of Congress to put forth a credible solution to the nation's fiscal deficit as well as the standoff on raising the debt ceiling. In addition, Japan struggled to find its footing, both politically and economically, after the natural disasters earlier in the year. Although high yield spreads finally widened after approaching all time lows in May, equity markets improved near the end of June despite these worrisome factors. Corporate balance sheets still remain strong, and industry experts look to a resumption of acquisition activity after a slowdown in the last two months of the quarter. Sharp downward breaks in commodity prices, especially in June (double digit percentage declines in crude oil, cotton and wheat) put additional pressure on investors. "Portfolio whiplash" became a common theme in the financial media as the third quarter began.

Ramius investment vehicles began the year with positive results in each primary category except for active trading in the global macro and managed futures sectors, where global events made market conditions especially challenging. Performance pressures were acute within the second quarter for macro and managed futures for reasons noted above. Credit had an outstanding quarter, and the small cap activist funds were only marginally negative, essentially preserving the strong gains of the first quarter. Investors in the multi-strategy funds received higher marks at quarter end; there is a focus on capital preservation alongside the opportunistic sale of assets in order to make distributions to investors. Thus far in 2011, the directly managed hedge funds have again exceeded the parameters of their individual mandates. Customized hedge fund of funds portfolios also had satisfactory results. In addition, as stated in the first quarter report, longer-dated vehicles in real estate continue to benefit from firmer underlying investment valuations and increased liquidity, extending the recovery from the lows seen in 2009.

The table below sets forth performance information as of June 30, 2011, for the Company's funds with assets greater than $200 million as well as information with respect to the firm's single-strategy hedge funds and RTS funds. The performance reflected below is representative of the net return of the most recently issued full fee paying class of fund interests offered for the respective fund. The net returns are net of all management and incentive fees, and are calculated monthly based on the change in an investor's current month ending equity as a percentage of their prior month's ending equity, adjusted for the current month's subscriptions and redemptions. Such returns are compounded monthly in calculating the final net year to date return. Performance information for the CHRP Funds is not presented due to existing confidentiality provisions.

The following table presents fund performance for the three months and six months ended June 30, 2011 and 2010:

Platform	Strategy	Fund(1)	Performance for three months Ended June 30, 2011	2010	Performance for six months Ended June 30, 2011	2010
Hedge Funds	Single Strategy	Starboard Value and Opportunity Fund Ltd. *(Inception Mar. 1, 2006)*	(0.47)%	(0.54)%	6.94%	7.17%
		Ramius Global Credit Fund LP (Class B) *(Inception Oct. 1, 2009)*	3.43%(4)	3.04%(4)	7.96%(4)	7.90%(4)
		Ramius Enterprise LP(5) *(Inception Jan. 1, 2008)*	2.92%(2)	(1.48)%(2)	3.05%(2)	0.43%(2)
Alternative Solutions	Managed Accounts	Activist Portfolio with Hedging Overlay *(Inception Sept. 1, 2007)*	(0.97)%	(0.50)%	(0.70)%	2.43%
	Global Macro/Managed Futures	RTS Global Fund LP *(Inception Mar. 1, 2010)*	(4.80)%	(2.63)%	(7.70)%	0.72%
		RTS Global 3X Fund LP *(Inception Mar. 1, 2010)*	(13.94)%	(6.42)%	(21.38)%	0.44%
Real Estate	Debt	RCG Longview Debt Fund IV, L.P.(3) *(Inception Nov. 12, 2007)*	1.75%	0.99%	4.57%	3.92%
	Equity	RCG Longview Equity Fund, L.P.(3) *(Inception Nov. 22, 2006)*	12.09%	5.27%	18.19%	13.28%
Other	Cash Management		(0.10)%	0.19%	0.09%	0.87%

(1) Products included above represent funds and accounts with assets under management greater than $200 million (excluding CHRP and Ramius Multi- Strategy Fund Ltd), the Company's single-strategy funds and the Ramius Trading Strategies funds. Ramius Multi-Strategy Fund Ltd and Ramius Enterprise LP have been closed to new investors and we began winding down these funds in 2010. Ramius Enterprise LP has been included above as the firm maintains a substantial proprietary equity investment in this entity. The inception date for a fund or account represents the initial date that the fund or account accepted capital from third party investors. As of July 1, 2011, the net assets of the funds presented above were $4.13 billion, or 39% of the total assets under management as of July 1, 2011 of $10.66 billion. Excluded from the table above are funds and managed accounts with $6.53 billion, or 61%, of total assets under management as of July 1, 2011. These include a total of 63 smaller individual funds and managed accounts, the Ramius Multi-Strategy Fund Ltd and the Cowen Healthcare Royalty Partners funds.

(2) Performance does not reflect any increase in valuation for LBIE assets which have been segregated.

(3) Returns for each period represent net internal rates of return to limited partners after management fees and incentive allocations, if any, and are computed on a year-to-year basis consistent with industry standards. Incentive allocations are computed based on a hypothetical liquidation of net assets of each fund as of the balance sheet date. Returns are calculated for the investors as a whole. The computation of such returns for an individual investor may vary from these returns based on different management fee and incentive arrangements and the timing of capital transactions. The hypothetical liquidation value may not reflect the ultimate value that may be realized from the real estate

investments, particularly given the relatively long period of time that the real estate investments may be held under the terms of the real estate fund documents.

(4) Performance reflects application of the fee terms applicable to the Class B interests, which is the class of interests offered by the Fund beginning on July 1, 2010. As a result, the 2010 data is pro forma applying the same fee terms applicable to the Class B interests.

(5) See the "Certain Factors Impacting Our Business—Assets Under Management" section as it refers to the Multi-Strategy products' closings.

Invested Capital

The Company invests a significant portion of its capital base to help drive returns and facilitate the growth of its alternative investment management and broker/dealer businesses. Management allocates capital to three primary categories: (i) trading strategies; (ii) merchant banking investments; and (iii) real estate investments. The Company makes strategic and opportunistic investments in varying capital structures across a diverse array of businesses, hedge funds and mutual funds. Much of the Company's trading strategy portfolio is invested along side the Company's alternative investment management clients and include investment strategies such as credit trading, event driven, macro trading, and enhanced cash management. Within its merchant banking investment strategy, management generally takes a long-term view that typically involves investing directly in public and private companies globally, private equity funds and along side its alternative investment management clients. The Company's real estate investment strategy focuses on making investments along side the Company's alternative investment management clients in Ramius managed funds such as the RCG Longview platform, as well as in direct investments in commercial real estate projects.

At June 30, 2011, the Company's invested capital amounted to a net value $434.3 million (a long market value of $711.8 million, gross of $277.5 million of trading strategy leverage), representing approximately 68% of Cowen Group's stockholders' equity presented in accordance with GAAP. The table below presents the Company's invested equity capital by strategy and as a percentage of Cowen Group's stockholders' equity at June 30, 2011. The net values presented in the table below do not tie to Cowen Group's condensed consolidated statement of financial condition at June 30, 2011, because they are included in various line items of the condensed consolidated statement of financial condition, including "securities owned, at fair value", "other investments", "cash and cash equivalents", and "consolidated funds- securities owned, at fair value".

	Net Value dollars in millions	%
Strategy		
Trading	$ 264.8	42%
Merchant Banking	128.9	20%
Real Estate	40.6	6%
Total	434.3	68%
Stockholder's Equity	638.0	100%

The allocations shown in the table above will change over time.

Results of Operations

To provide comparative information of the Company's operating results for the periods presented, a discussion of Economic Income of our alternative investment management and broker-dealer segments follows the discussion of our total consolidated GAAP results. Economic Income reflects, on a consistent basis for all periods presented in the Company's condensed consolidated financial statements, income earned from the Company's funds and managed accounts and from its own invested capital. Economic Income excludes certain adjustments required under GAAP. See the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations of the Company—Segment Analysis and Economic Income," and Note 16 to the Company's condensed consolidated financial statements, appearing elsewhere in this Form 10-Q, for a reconciliation of Economic Income to total Company net income (loss).

Three Months Ended June 30, 2011 Compared with the Three Months Ended June 30, 2010

Three Months Ended June 30, 2011 Compared with the Three Months Ended June 30, 2010
Condensed Consolidated Statements of Operations
(unaudited)

	Three Months Ended June 30,		Period to Period	
	2011	2010	$ Change	% Change
	(dollars in thousands)			
Revenues				
Investment banking	$ 14,343	$ 9,938	$ 4,405	44.3%
Brokerage	24,607	29,793	(5,186)	(17.4)%
Management fees	11,857	8,881	2,976	33.5%
Incentive income	675	(100)	775	(775.0)%
Interest and dividends	5,840	1,380	4,460	323.2%
Reimbursement from affiliates	981	1,741	(760)	(43.7)%
Other revenue	232	398	(166)	(41.7)%
Consolidated Funds revenues	144	2,969	(2,825)	(95.1)%
Total revenues	**58,679**	**55,000**	**3,679**	**6.69%**
Expenses				
Employee compensation and benefits	43,575	38,547	5,028	13.0%
Interest and dividends	3,115	621	2,494	401.6%
General, administrative and other expenses	33,666	31,335	2,331	7.4%
Consolidated Funds expenses	872	1,182	(310)	(26.2)%
Total expenses	**81,228**	**71,685**	**9,543**	**13.3%**
Other income (loss)				
Net gain (loss) on securities, derivatives and other investments	76	249	(173)	69.5%
Bargain purchase gain	22,244	—	22,244	NM
Consolidated Funds net gains (losses)	4,770	(6,714)	11,484	(171.0)%
Total other income (loss)	**27,090**	**(6,465)**	**33,555**	**519.0%**
Income (loss) before income taxes	**4,541**	**(23,150)**	**27,691**	**(119.6)%**
Income taxes expense (benefit)	(17,954)	599	(18,553)	(3097.3)%
Net income (loss)	**22,495**	**(23,749)**	**46,244**	**(194.7)%**
Income (loss) attributable to redeemable non-controlling interests	2,458	(2,552)	5,010	(196.3)%
Net income (loss) attributable to Cowen Group stockholders	**$ 20,037**	**$ (21,197)**	**$ 41,234**	**(194.5)%**

Revenues

Investment Banking

Investment banking revenues were $14.3 million for the three months ended June 30, 2011, an increase of $4.4 million compared to $9.9 million for the prior year quarter. During the quarter ended June 30, 2011, the Company completed eight underwriting transactions, two private capital raising transactions, and three strategic advisory transactions. During the quarter ended June 30, 2010, the Company completed eight underwriting transactions, one private capital raising transaction, and three strategic advisory transactions.

Brokerage

Brokerage revenues were $24.6 million for three months ended June 30, 2011, a decrease of $5.2 million compared to $29.8 million for the prior year quarter. Aggregate NYSE and NASDAQ trading volumes declined by 28% in the three months ended June 30, 2011 compared to the prior year quarter.

Management Fees

Management fees increased $3 million to $11.9 million for the three months ended June 30, 2011 compared with $8.9 million for the prior year quarter. The increase was a result of an increase in management fees for our CHRP funds of $4.5 million, as a result of an increase in committed capital, and an increase in management fees associated with our Global Credit fund of approx. $0.5 million. These increases were partially offset by a decrease of $1.7 million as a result of continuing to return assets to investors for the second half of 2010 and first half of 2011, as well as no longer charging management fees to certain affiliates of UniCredit S.pA which became effective July 1, 2010.

Incentive Income

Incentive income was $0.7 million for the three months ended June 30, 2011, compared to a loss of $0.1 million in the prior year quarter. The increase in incentive fees of $0.9 million was a result of an increase in performance primarily from Global Credit fund and partially offset by the decrease in performance of our alternative solutions business and a decrease in fees earned from our activist fund after the first quarter.

Interest and Dividends

Interest and dividends increased $4.5 million to $5.8 million for the three months ended June 30, 2011, compared with $1.4 million in the prior year quarter. The increase was primarily attributable to an increase in interest income resulting from an increase in investments in interest bearing assets in the second quarter of 2011 relative to the same period last year.

Reimbursements from Affiliates

Reimbursements from affiliates decreased $0.7 million to $1 million for the three months ended June 30, 2011 compared with $1.7 million for the prior year quarter. The decrease was attributable to a decrease in AUM associated with the funds for which the Company receives the majority of its reimbursements.

Other Revenue

Other revenue decreased $0.2 million to $0.2 million for the three months ended June 30, 2011, compared with $0.4 million in the prior year quarter.

Consolidated Funds Revenues

Consolidated funds revenues decreased $2.9 million to $0.1 million for the three months ended June 30, 2011 compared with $3 million in the prior year quarter. The decrease was primarily attributable to a reduction in interest income from Enterprise Fund's long holdings of interest bearing securities, due to the fact that this fund has been closed and the focus has therefore been on selling positions and returning assets rather than producing investment returns.

Expenses

Employee Compensation and Benefits

Employee compensation and benefits expenses increased $5 million to $43.6 million for the three months ended June 30, 2011 compared with $38.5 million in the prior year quarter. The increase was primarily attributable to an increase in head count combined with additional stock compensation expense offset by a reduction of severance expense. The compensation to revenue ratio was 73% for the three months ended June 30, 2011, compared to 70% for the prior year quarter. The increase in the compensation to revenue ratio was driven by the increase to the numerator of the equation as our compensation expense increased by 13%. Average headcount for the second quarter of 2011 has increased by 4% from the prior year quarter primarily due to the acquisition of LaBranche.

Interest and Dividends

Interest and dividend expense increased $2.5 million to $3.1 million for the three months ended June 30, 2011 compared with $0.6 million in the prior year quarter. Interest and dividends expense relates to interest on our credit facility in addition to increased trading activity with respect to the Company's holdings.

General, Administrative and Other Expenses

General, administrative and other expenses increased $2.3 million to $33.6 million for the three months ended June 30, 2011 compared with $31.3 million in the prior year quarter. The increase was primarily due to professional fees incurred in connection with the acquisition of a Luxembourg reinsurance company and transaction costs related to the LaBranche acquisition partially offset by a reversal of an accrual pertaining to subordination agreements entered into by the general partners of two real estate funds with those funds lead investor.

Consolidated Funds Expenses

Consolidated funds expenses decreased $0.3 million to $0.9 million for the three months ended June 30, 2011 compared with $1.2 million in the prior year quarter. The decrease was attributable to a decrease in interest expense recognized by the Enterprise Fund due to a decrease in short holdings of interest bearing securities, due to the fact that this fund has been closed and the focus has therefore been on selling positions and returning assets rather than producing investment returns.

Other Income (Loss)

Other income (loss) increased $33.6 million to income of $27.1 million for the three months ended June 30, 2011 compared to a loss of $6.5 million in the prior year quarter. The increase primarily relates to recording a $22.2 million bargain purchase gain in relation to the acquisition of LaBranche in June 2011. The increase is also related to the Consolidated Funds' performance of Enterprise Master. Regardless that Enterprise Master is being closed, its performance in the three months ended June 30, 2011 increased from that during the three months ended June 30, 2010 due to some significant sales. The gains and losses shown under Consolidated Funds reflect the consolidated total performance for such funds, and the portion of those gains or losses that are attributable to other investors is allocated to a non-controlling interest.

Income Taxes

Income tax expense amounted to an $18 million tax benefit for the three months ended June 30, 2011. This compares to a $0.6 million income tax benefit in the prior year quarter. The Company's tax benefit increased primarily because a consolidated subsidiary of the Company that, as part of a reinsurance service program, acquired Luxembourg reinsurance companies with deferred tax liabilities, recorded, pursuant to an Advance Tax Agreement, a deferred tax benefit upon the acquisition of these reinsurance companies.

Income (Loss) Attributable to Non-controlling Interests

Income (loss) attributable to non-controlling interests was income of $2.5 million for the three months ended June 30, 2011 compared with a loss of $2.6 million in the prior year quarter. The period over period change was the result of an increase in performance in the Consolidated Funds and therefore higher allocations of income to non-controlling interest holders.

Six Months Ended June 30, 2011 Compared with the Six Months Ended June 30, 2010

Six Months Ended June 30, 2011 Compared with the Six Months Ended June 30, 2010
Condensed Consolidated Statements of Operations
(unaudited)

	Six Months Ended June 30,		Period to Period	
	2011	2010	$ Change	% Change
	(dollars in thousands)			
Revenues				
Investment banking	$ 29,025	$ 15,943	$ 13,082	82.1%
Brokerage	52,198	59,369	(7,171)	(12.1)%
Management fees	23,021	18,151	4,870	26.8%
Incentive income	5,056	1,994	3,062	153.6%
Interest and dividends	10,399	2,183	8,216	376.3%
Reimbursement from affiliates	1,990	3,484	(1,494)	(42.9)%
Other revenue	922	1,020	(98)	(9.6)%
Consolidated Funds revenues	313	9,116	(8,803)	(96.6)%
Total revenues	**122,924**	**111,260**	**11,664**	**10.5%**
Expenses				
Employee compensation and benefits	88,662	81,980	6,682	8.2%
Interest and dividends	5,724	1,067	4,657	436.5%
General, administrative and other expenses	67,571	65,541	2,030	3.1%
Consolidated Funds expenses	1,501	4,340	(2,839)	(65.4)%
Total expenses	**163,458**	**152,928**	**10,530**	**6.9%**
Other income (loss)				
Net gain (loss) on securities, derivatives and other investments	17,358	1,774	15,584	878.5%
Bargain purchase gain	22,244	—	22,244	NM
Consolidated Funds net gains (losses)	6,516	11,558	(5,042)	(43.6)%
Total other income (loss)	**46,118**	**13,332**	**32,796**	**246.2%**
Income (loss) before income taxes	**5,584**	**(28,336)**	**33,920**	**(119.7)%**
Income taxes expense (benefit)	(17,791)	333	(18,124)	(5442.6)%
Net income (loss)	**23,375**	**(28,669)**	**52,044**	**(181.5)%**
Income (loss) attributable to redeemable non-controlling interests	3,256	5,504	(2,248)	(40.8)%
Net income (loss) attributable to Cowen Group stockholders	**$ 20,119**	**$ (34,173)**	**$ 54,292**	**(158.9)%**

Revenues

Investment Banking

Investment banking revenues were $29 million for the six months ended June 30, 2011, an increase of $13.1 million compared to $15.9 million for the first six months of 2010. During the six months ended June 30, 2011, the Company completed twenty underwriting transactions, three private capital raising transaction, four strategic advisory transactions, and one debt financing transaction. During the six months ended June 30, 2010, the Company completed twelve underwriting transactions, two private capital raising transactions, and seven strategic advisory transactions.

Brokerage

Brokerage revenues were $52.2 million for six months ended June 30, 2011, a decrease of $7.2 million compared to $59.4 million for the first six months of 2010. The decrease resulted primarily from decreased revenues related to our core customer facilitation related activities. Aggregate NYSE and NASDAQ trading volumes declined by 20% in the six months ended June 30, 2011 compared to the prior year period.

Management Fees

Management fees increased $4.8 million to $23 million for the six months ended June 30, 2011 compared with $18.2 million for the first six months of 2010. The increase was a result of an increase in management fees for our CHRP funds of $7.1 million, as a result of an increase in committed capital, and an increase in management fees associated with our Global Credit fund of approx. $0.8 million. These increases were partially offset by a decrease of $3.1 million as a result of continuing to return assets to investors for the second half of 2010 and first half of 2011, as well as no longer charging management fees to certain affiliates of UniCredit S.pA which became effective July 1, 2010.

Incentive Income

Incentive income was $5.1 million for the six months ended June 30, 2011, compared to $2 million in the first six months of 2010. The increase in incentive fees was a result of an increase in performance primarily from the Value and Opportunity fund and Global Credit fund which resulted in an increase in incentive fees of $2.9 million and $1.6 million, respectively, partially offset by the decrease in performance of our alternative solutions business for $1.2 million.

Interest and Dividends

Interest and dividends increased $8.2 million to $10.4 million for the six months ended June 30, 2011, compared with $2.2 million in the first six months of 2010. The increase was primarily attributable to an increase in interest income resulting from an increase in investments in interest bearing assets in the second quarter of 2011 relative to the same period last year.

Reimbursements from Affiliates

Reimbursements from affiliates decreased $1.5 million to $2 million for the six months ended June 30, 2011 compared with $3.5 million for the first six months of 2010. The decrease was attributable to a decrease in AUM associated with the funds for which the Company receives the majority of its reimbursements.

Other Revenue

Other revenue decreased $0.1 million to $0.9 million for the six months ended June 30, 2011, compared with $1 million in the first six months of 2010.

Consolidated Funds Revenues

Consolidated funds revenues decreased $8.8 million to $0.3 million for the six months ended June 30, 2011 compared with $9.1 million in the first six months of 2010. The decrease was primarily attributable to a reduction in interest income from Enterprise Fund's long holdings of interest bearing securities, due to the fact that this fund has been closed and the focus has therefore been on selling positions and returning assets rather than producing investment returns.

Expenses

Employee Compensation and Benefits

Employee compensation and benefits expenses increased $6.7 million to $88.7 million for the six months ended June 30, 2011 compared with $82 million in the first six months of 2010. The increase was primarily attributable to an increase in head count combined with additional stock compensation expense offset by a reduction of severance expense. The compensation to revenue ratio was 72% for the six months ended June 30, 2011, compared to 74% for the first six months of 2010. The decrease in the compensation to revenue ratio was driven by the increase to the denominator of the equation as our revenues increased by 11.1%. Average headcount for the six months ended June 2011 has decreased by 1% from the first six months of 2010 due to the acquisition of LaBranche offset by employee turnover.

Interest and Dividends

Interest and dividend expense increased $4.6 million to $5.7 million for the six months ended June 30, 2011 compared with $1.1 million in the first six months of 2010. Interest and dividends expense relates to interest on our credit facility in addition to increased trading activity with respect to the Company's holdings.

General, Administrative and Other Expenses

General, administrative and other expenses increased $2 million to $67.5 million for the six months ended June 30, 2011 compared with $65.5 million in the first six months of 2010. The increase was primarily due to professional fees incurred in connection with the acquisition of a Luxembourg reinsurance company and transaction costs related to the LaBranche acquisition partially offset by a reversal of an accrual pertaining to subordination agreements entered into by the general partners of two real estate funds with those funds lead investor.

Consolidated Funds Expenses

Consolidated funds expenses decreased $2.8 million to $1.5 million for the six months ended June 30, 2011 compared with $4.3 million in the first six months of 2010. The decrease was attributable to a decrease in interest expense recognized by the Enterprise Fund due to a decrease in short holdings of interest bearing securities, due to the fact that this fund has been closed and the focus has therefore been on selling positions and returning assets rather than producing investment returns.

Other Income (Loss)

Other income (loss) increased $32.8 million to $46.1 million for the six months ended June 30, 2011 compared to $13.3 million in the first six months of 2010. The increase primarily relates to recording a $22.2 million bargain purchase gain in relation to the acquisition with LaBranche in June 2011. The increase is also attributable to an increase in performance of the Company's own invested capital driven by improved performance across certain investment strategies within our investment portfolio, particularly the concentrated public equity, credit, deep value and global macro strategies.

Income Taxes

Income tax benefit amounted to a $17.8 million tax benefit for the six months ended June 30, 2011. This compares to a $0.3 million income tax expense in the first six months of 2010. The Company's tax benefit increased primarily because a consolidated subsidiary of the Company that, as part of a reinsurance service program, acquired Luxembourg reinsurance companies with deferred tax liabilities, recorded, pursuant to an Advance Tax Agreement, a deferred tax benefit upon the acquisition of these reinsurance companies.

Income (loss) Attributable to Non-controlling Interests

Income (loss) attributable to non-controlling interests was income of $3.3 million for the six months ended June 30, 2011 compared with income of $5.5 million in the first six months of 2010. The period over period change was the result of a decrease in performance in the Consolidated Funds and therefore lower allocations of income to non-controlling interest holders.

Segment Analysis and Economic Income (Loss)

Segments

Prior to the consummation of the Transactions, the Company conducted its operations through one reportable segment, the alternative investment management segment, which provides management services to its hedge funds, fund of funds, real estate and other investment platforms. Following the combination of Ramius and Cowen Holdings, the Company conducts its operations through two segments: an alternative investment management segment and a broker-dealer segment. The Company's alternative investment management segment currently includes its hedge funds, replication products, managed futures funds, fund of funds, real estate, cash management services, and mortgage advisory services and other investment platforms businesses, as well as CHRP, which was a legacy Cowen Group operating business prior to the Transactions. The Company's broker-dealer segment currently includes its investment banking, brokerage and equity research businesses. The condensed consolidated financial results of the Company for the three and six months ended June 30, 2011 includes two days of LaBranche's operating results related to its ETF market-making business.

Economic Income (Loss)

The performance measure used by the Company for each segment is Economic Income (Loss), which management uses to evaluate the financial performance of and make operating decisions for the firm as a whole and each segment. Accordingly, management assesses its business by analyzing the performance of each segment and believes that investors should review the same performance measure that it uses to analyze its segment and business performance. In addition, management believes that Economic Income (Loss) is helpful to gain an understanding of its segment results of operations because it reflects such results on a consistent basis for all periods presented.

Our Economic Income (Loss) may not be comparable to similarly titled measures used by other companies. We use Economic Income (Loss) as a measure of each segment's operating performance, not as a measure of liquidity. Economic Income (Loss) should not be considered in isolation or as a substitute for operating income, net income, operating cash flows, investing and financing activities, or other income or cash flow statement data prepared in accordance with GAAP. As a result of the adjustments made to arrive at Economic Income (Loss), Economic Income (Loss) has limitations in that it does not take into account certain items included or excluded under GAAP, including our Consolidated Funds. Economic Income (Loss) is considered by management as a supplemental measure to the GAAP results to provide a more complete understanding of each segment's performance as measured by management. For a reconciliation of Economic Income to GAAP net income (loss) for the periods presented and additional information regarding the reconciling adjustments discussed above, see Note 16 to the Company's condensed consolidated financial statements included in this Form 10-Q.

In general, Economic Income (Loss) is a pre-tax measure that (i) eliminates the impact of consolidation for consolidated funds (both 2011 and 2010) (ii) excludes equity award expense related to the November 2009 Ramius/Cowen transaction (both 2011 and 2010) and (iii) excludes certain other acquisition-related and/or reorganization expenses (2011 only) and (iv) excludes the bargain purchase gain which resulted from the LaBranche acquisition. In addition, Economic Income (Loss) revenues include investment income that represents the income the Company has earned in investing its own capital, including realized and unrealized gains and losses, interest and dividends, net of associated investment related expenses. For GAAP purposes, these items are included in each of their respective line items. Economic Income revenues also include management fees, incentive income and investment income earned through the Company's investment as a general partner in certain real estate entities. For GAAP purposes, all of these items are recorded in other income (loss). In addition, Economic Income (Loss) expenses are reduced by reimbursement from affiliates, which for GAAP purposes is presented gross as part of revenue.

Economic Income Revenues

The Company's principal sources of Economic Income revenues are derived from activities in the following business segments:

Our alternative investment management segment generates Economic Income revenues through three principal sources: management fees, incentive income and investment income from our own capital. Management fees are directly impacted by any increase or decrease in assets under management, while incentive income is impacted by our funds' performance and any increase or decrease in assets under management. Investment income from the Company's own capital is impacted by the performance of the funds and other securities in which our capital is invested. The Company periodically receives other Economic Income revenue which is unrelated to our own invested capital or our activities on behalf of the Company's funds.

Our broker-dealer segment generates Economic Income revenues through two principal sources: investment banking and brokerage. The Company earns investment banking revenue primarily from fees associated with public and private capital raising transactions and providing strategic advisory services. Investment banking revenues are derived primarily from small and mid-capitalization companies within the Company's target sectors of healthcare, technology, media and telecommunications, consumer, aerospace and defense, industrials, REITs and alternative energy. The Company's brokerage revenues consist of commissions, principal transactions and fees paid for equity research. Management reviews brokerage revenue on a combined basis as the vast majority of the revenue is derived from the same group of clients. The Company derives its brokerage revenue primarily from trading equity and equity-linked securities on behalf of institutional investors. The majority of the Company's trading gains and losses are a result of activities that support the facilitation of client orders in both listed and over-the-counter securities, although all trading gains and losses are recorded in brokerage in the condensed consolidated statement of operations.

Economic Income Expenses

The Company's Economic Income expenses consist of compensation and benefits, non-compensation expenses—fixed and non-compensation expenses—variable, less reimbursement from affiliates.

Non-controlling Interests

Non-controlling interests represent the pro rata share of the income or loss of the non-wholly owned consolidated entities attributable to the other owners of such entities. The non-wholly-owned entity included is Cowen Healthcare Royalty Management, LLC.

Three Months Ended June 30, 2011 Compared with the Three Months Ended June 30, 2010

For the three months ended June 30, 2011 and 2010, the Company's alternative investment management segment includes its hedge funds, replication products, mutual funds, managed futures fund, fund of funds, real estate, healthcare royalty funds, cash management services, CHRP's operating results and other investment platforms operating results.

For the three months ended June 30, 2011 and 2010, the Company's broker- dealer segment includes its investment banking and brokerage businesses' operating results.

	Three Months Ended June 30,							
	2011			2010			Total Period-to-Period	
	Alternative Investment Management	Broker-Dealer	Total 2011	Alternative Investment Management	Broker-Dealer	Total 2010	$ Change	% Change
	(dollars in thousands)							
Economic Income Revenues								
Investment banking	$ —	$ 14,343	$ 14,343	$ —	$ 9,938	$ 9,938	$ 4,405	44.3%
Brokerage	11	24,596	24,607	—	29,794	29,794	(5,187)	(17.4)%
Management fees	15,539	—	15,539	12,187	(28)	12,159	3,380	27.8%
Incentive income (loss)	5,697	—	5,697	(450)	—	(450)	6,147	(1366.0)%
Investment income (loss)	22,810	(110)	22,700	(2,350)	(562)	(2,912)	25,612	(879.5)%
Other revenue	(278)	(203)	(481)	26	56	82	(563)	(686.6)%
Total economic income revenues	**43,779**	**38,626**	**82,405**	**9,413**	**39,198**	**48,611**	**33,794**	**69.5%**
Economic Income Expenses								
Compensation and benefits	15,044	27,323	42,367	7,314	28,564	35,878	6,489	18.1%
Non-compensation expenses—Fixed	8,773	17,721	26,494	9,580	15,423	25,003	1,491	6.0%
Non-compensation expenses—Variable	6,591	5,915	12,506	356	7,200	7,556	4,950	65.5%
Reimbursement from affiliates	(989)	—	(989)	(1,897)	—	(1,897)	908	(47.9)%
Total economic income expenses	**29,419**	**50,959**	**80,378**	**15,353**	**51,187**	**66,540**	**13,838**	**20.8%**
Net economic income (loss) (before non-controlling interest)	14,360	(12,333)	2,027	(5,940)	(11,989)	(17,929)	19,956	(111.3)%
Non-controlling interest	(1,465)	—	(1,465)	—	1	—	(1,465)	NM
Economic income (loss)	**$ 12,895**	**$ (12,333)**	**$ 562**	**$ (5,940)**	**$ (11,988)**	**$ (17,929)**	**$ 18,491**	**(103.1)%**

Economic Income Revenues

Total economic income revenues were $82.4 million for three months ended June 30, 2011, an increase of $33.8 million compared to economic income revenues of $48.6 million for the prior year quarter.

Alternative Investment Management Segment

Alternative investment management segment economic income revenues were $43.8 million for the three months ended June 30, 2011, an increase of $35.4 million compared to a revenues of $9.4 million for the prior year quarter.

Management Fees. Management fees for the segment increased by $3.3 million to $15.5 million for the three months ended June 30, 2011 compared with $12.2 million for the prior year quarter. The increase was a result of an increase in management fees for our CHRP funds of $4.5 million, as a result of an increase in committed capital, and an increase in management fees associated with our Global Credit fund of approx. $0.5 million. These increases were partially offset by a decrease of $1.7 million as a result of continuing to returning assets to investors for the second half of 2010 and first half of 2011, as well as no longer charging management fees to certain affiliates of UniCredit S.pA which became effective July 1, 2010.

Incentive Income (Loss). Incentive income for the segment increased by $6.2 million to $5.7 million for the three months ended June 30, 2011 compared with loss of $0.5 million for the prior year quarter. The increase in incentive income was primarily related to a $5.9 million reversal of an accrual pertaining to subordination agreements entered into by the general partners of two real estate funds with those funds lead investor regardless of the fact that they have not yet met their high-water marks and an increase in real estate performance.

Investment Income. Investment income for the segment increased by $25.2 million to a gain of $22.8 million for the three months ended June 30, 2011 compared with loss of $2.4 million for the prior year quarter. The increase primarily resulted from the recognition of a deferred tax benefit of $18.3 million pursuant to the acquisition of a Luxembourg reinsurance company, which is reflected in Investment income in our economic income, as well as an improved performance in the firm's invested capital.

Other Revenue. Other revenue for the segment decreased by $0.4 million to a loss of $0.3 million for the three months ended June 30, 2011 compared with a gain of $0.1 million for the prior year quarter. The change is primarily related to foreign exchange gains/losses in relation to doing business in our foreign wholly owned subsidiaries.

Broker-Dealer Segment

Broker-dealer segment economic income revenues decreased by $0.6 million to $38.6 million for the three months ended June 30, 2011 compared to $39.2 million for the prior year quarter. This decrease was primarily due to an increase in investment banking revenue offset by a decrease in brokerage revenue.

Investment Banking. Investment banking revenues increased by $4.4 million to $14.3 million for the three months ended June 30, 2011, compared to $9.9 million for the prior year quarter. During the quarter ended June 30, 2011, the Company completed eight underwriting transactions, two private capital raising transactions, and three strategic advisory transactions. During the quarter ended June 30, 2010, the Company completed eight underwriting transactions, one private capital raising transaction, and three strategic advisory transactions.

Brokerage. Brokerage revenues decreased by $5.2 million to $24.6 million for three months ended June 30, 2011, compared to $29.8 million for the prior year quarter. The decrease resulted primarily from decreased revenues related to our core customer facilitation related activities as cash equities volumes remained at subdued levels thus far in 2011. Aggregate NYSE and NASDAQ trading volumes declined by 28% during the quarter on a year-over-year basis.

Economic Income Expenses

Compensation and Benefits. Total compensation and benefits expense increased by $6.5 million to $42.4 million for the three months ended June 30, 2011, compared to $35.9 million in the prior year quarter. The increase was primarily attributable to an increase in head count combined with additional stock compensation expense offset by a reduction of severance expense. The compensation to revenue ratio was 51% for the three months ended June 30, 2011, compared to 74% for the prior year quarter. The decrease in the compensation to revenue ratio was driven by the increase to the denominator of the equation as our revenues increased by 69.5%. Average headcount for the second quarter of 2011 has increased by 4% from the prior year quarter primarily due to the acquisition of LaBranche.

Compensation and benefits expenses for the alternative investment management segment increased by $7.7 million to $15 million for the three months ended June 30, 2011 compared to $7.3 million in the prior year quarter. The increase is supported by an increase in the bonus accrual due to higher alternative investment management revenues in accordance with the compensation to revenue ratio. The compensation to revenue ratio was 34% for the three months ended June 30, 2011, compared to 78% for the prior year quarter. In addition, the stock compensation increased resulting in additional February 2011 equity grants offset by a decrease in severance expense.

Compensation and benefits expenses for the broker-dealer segment decreased by $1.3 million to $27.3 million for the three months ended June 30, 2011 compared to $28.6 million in the prior year quarter. The decrease is supported by an decrease in the bonus accrual due to lower broker-dealer segment revenues in accordance with the compensation to revenue ratio. The compensation to revenue ratio was 71% for the three months ended June 30, 2011, compared to 73% for the prior year quarter.

Non-compensation Expenses—Fixed. Fixed non-compensation expenses increased by $1.5 million to $26.5 million for the three months ended June 30, 2011 compared to $25 million in the prior year quarter. The increase was due to increases in professional fees, increased employment expenses, and additional expenses related to the build-out of our data center offset partially by decreases in occupancy and depreciation costs due to the consolidation of our office space.

Fixed non-compensation expenses for the alternative investment management segment decreased by $0.8 million to $8.8 million for the three months ended June 30, 2011 as compared to $9.6 million for the first quarter of prior year. Fixed non-compensation expenses for the broker-dealer segment increased by $2.3 million to $17.7 million for the three months ended June 30, 2011 as compared to $15.4 million for the first quarter of prior year.

The following table shows the components of the non-compensation expenses—fixed, for the three months ended June 30, 2011 and 2010:

	Three Months Ended June 30,		Period-to-Period	
	2011	2010	$ Change	% Change
	(dollars in thousands)			
Non-compensation expenses—fixed:				
Interest expense	$ 218	$ 353	$ (135)	(38.2)%
Professional, advisory and other fees	3,530	2,879	651	22.6%
Occupancy and equipment	4,987	5,868	(881)	(15.0)%
Depreciation and amortization	2,013	2,390	(377)	(15.8)%
Service fees	4,364	4,041	323	8.0%
Other	11,382	9,472	1,910	20.2%
Total	**$ 26,494**	**$ 25,003**	**$ 1,491**	**6.0%**

Non-compensation Expenses—Variable. Variable non-compensation expenses, which primarily are comprised of expenses which are incurred as a direct result of the processing and soliciting of revenue generating activities, increased by $5 million to $12.5 million for the three months ended June 30, 2011 compared to $7.5 million in the prior year quarter. The increase was due to professional expenses incurred related to the closing of Luxembourg reinsurance deals and syndication costs related to an alternative investment asset fund, offset by a reduction in our floor brokerage and clearing costs due to lower volumes.

The following table shows the components of the non-compensation expenses—variable, for the three months ended June 30, 2011 and 2010:

	Three Months Ended June 30,		Period-to-Period	
	2011	2010	$ Change	% Change
	(dollars in thousands)			
Non-compensation expenses—Variable:				
Floor brokerage and trade execution	$ 2,675	$ 3,497	$ (822)	(23.5)%
CHRP syndication costs	1,626	—	1,626	NM
Expenses related to Luxembourg reinsurance companies	4,317	—	4,317	NM
Marketing and business development	3,888	4,059	(171)	(4.2)%
Total	**$ 12,506**	**$ 7,556**	**$ 4,950**	**65.5%**

Reimbursement from Affiliates. Reimbursements from affiliates, which relate to the alternative investment management segment, decreased by $1 million to $0.9 million for the three months ended June 30, 2011 compared with $1.9 million in the prior year quarter. The decrease was attributable to a decrease in AUM associated with the funds for which the Company receives the majority of its reimbursements.

Non-Controlling Interest. Non-Controlling interest represents the portion of the net income or loss attributable to certain non-wholly owned subsidiaries that is allocated to other investors.

Six Months Ended June 30, 2011 Compared with the Six Months Ended June 30, 2010

	Six Months Ended June 30,							
	2011			2010			Total Period-to-Period	
	Alternative Investment Management	Broker-Dealer	Total 2011	Alternative Investment Management	Broker-Dealer	Total 2010	$ Change	% Change
				(dollars in thousands)				
Economic Income Revenues								
Investment banking	$ —	$ 29,025	$ 29,025	$ —	$ 15,943	$ 15,943	$ 13,082	82.1%
Brokerage	74	52,124	52,198	—	59,369	59,369	(7,171)	(12.1)%
Management fees	29,586	—	29,586	24,774	—	24,774	4,812	19.4%
Incentive income (loss)	10,860	—	10,860	1,532	—	1,532	9,328	608.9%
Investment income (loss)	40,268	(359)	39,909	8,842	(333)	8,509	31,400	369.0%
Other revenue	974	(401)	573	(25)	180	155	418	269.7%
Total economic income revenues	**81,762**	**80,389**	**162,151**	**35,123**	**75,159**	**110,282**	**51,869**	**47.0%**
Economic Income Expenses								
Compensation and benefits	32,752	52,352	85,104	23,498	53,700	77,198	7,906	10.2%
Non-compensation expenses —Fixed	15,823	32,475	48,298	18,148	31,436	49,584	(1,286)	(2.6)%
Non-compensation expenses —Variable	8,687	12,767	21,454	687	15,655	16,342	5,112	31.3%
Reimbursement from affiliates	(2,158)	—	(2,158)	(3,784)	—	(3,784)	1,626	(43.0)%
Total economic income expenses	**55,104**	**97,594**	**152,698**	**38,549**	**100,791**	**139,340**	**13,358**	**9.6%**
Net economic income (loss) (before non-controlling interest)	26,658	(17,205)	9,453	(3,426)	(25,632)	(29,058)	38,511	(132.5)%
Non-controlling interest	(1,940)	—	(1,940)	—	—	—	(1,940)	NM
Economic income (loss)	**$ 24,718**	**$ (17,205)**	**$ 7,513**	**$ (3,426)**	**$ (25,632)**	**$ (29,058)**	**$ 36,571**	**(125.9)%**

Economic Income Revenues

Total economic income revenues were $162.2 million for six months ended June 30, 2011, an increase of $51.9 million compared to economic income revenues of $110.3 million for the prior year quarter.

Alternative Investment Management Segment

Alternative investment management segment economic income revenues were $81.8 million for the six months ended June 30, 2011, an increase of $46.7 million compared to a revenues of $35.1 million for the first six months of 2010.

Management Fees. Management fees for the segment increased by $4.8 million to $29.6 million for the six months ended June 30, 2011 compared with $24.8 million for the first six months of 2010. The increase was a result of an increase in management fees for our CHRP funds of $7.1 million, as a result of an increase in committed capital, and an increase in management fees associated with our Global Credit fund of approx. $0.8 million. These increases were partially offset by a decrease of $3.1 million as a result of continuing to returning assets to investors for the second half of 2010 and first half of 2011, as well as no longer charging management fees to certain affiliates of UniCredit S.pA, effective July 1, 2010.

Incentive Income (Loss). Incentive income for the segment increased by $9.4 million to $10.9 million for the six months ended June 30, 2011 compared to $1.5 million for the first six months of 2010. The increase in incentive income was primarily related to a $5.9 million reversal of an accrual pertaining to subordination agreements entered into by the general partners of two real estate funds with those funds lead investor regardless of the fact that they have not yet met their high-water marks and an increase in real estate performance. The increase was also related to an increase in performance primarily from the Value and Opportunity fund and Global Credit fund which resulted in an increase in incentive fees of $2.9 million and $1.6 million, respectively. These increases were partially offset by the decrease in performance of our alternative solutions business for $1.2 million.

Investment Income. Investment income for the segment increased by $31.5 million to a gain of $40.3 million for the six months ended June 30, 2011 compared with gain of $8.8 million for the first six months of 2010. The increase primarily resulted from the recognition of a deferred tax benefit of $18.3 million pursuant to the acquisition of a Luxembourg reinsurance company, which is reflected in Investment income in our economic income, as well as an improved performance in the firm's invested capital.

Other Revenue. Other revenue for the segment increased by $1.1 million to a gain of $1 million for the six months ended June 30, 2011 compared with a loss of $0.1 million for the first six months of 2010. The change is primarily related to foreign exchange gains/losses in relation to doing business in our foreign wholly owned subsidiaries.

Broker-Dealer Segment

Broker-dealer segment economic income revenues increased by $5.2 million to $80.4 million for the six months ended June 30, 2011 compared to $75.2 million for the first six months of 2010. This increase was primarily due to and increase in investment banking revenue offset by a decrease in brokerage revenue.

Investment Banking. Investment banking revenues increased by $13.1 million to $29 million for the six months ended June 30, 2011, compared to $15.9 million for the first six months of 2010. During the six months ended June 30, 2011, the Company completed twenty underwriting transactions, three private capital raising transactions, four strategic advisory transactions, and one debt financing transaction. During the six months ended June 30, 2010, the Company completed twelve underwriting transactions, two private capital raising transactions, and seven strategic advisory transactions.

Brokerage. Brokerage revenues decreased by $7.3 million to $52.1 million for six months ended June 30, 2011, compared to $59.4 million for the first six months of 2010. The decrease resulted primarily from decreased revenues related to our core customer facilitation related activities as cash equities volumes remained at subdued levels thus far in 2011. Aggregate NYSE and NASDAQ trading volumes declined by 20% during the first six months of 2011 compared to the same period in 2010.

Economic Income Expenses

Compensation and Benefits. Total compensation and benefits expense increased by $7.9 million to $85.1 million for the six months ended June 30, 2011, compared to $77.2 million in the first six months of 2010. The increase was primarily attributable to an increase in head count combined with additional stock compensation expense offset by a reduction of severance expense. The compensation to revenue ratio was 52% for the six months ended June 30, 2011, compared to 70% for the prior year period. The decrease in the compensation to revenue ratio was driven by the increase to the denominator of the equation as our revenues increased by 47%. Average headcount for the six months ended June 2011 has decreased by 1% from the first six months of 2010 due to the acquisition of LaBranche offset by employee turnover.

Compensation and benefits expenses for the alternative investment management segment increased by $9.3 million to $32.8 million for the six months ended June 30, 2011 compared to $23.5 million in the first six months of 2010. The increase is supported by an increase in the bonus accrual due to higher alternative investment management revenues in accordance with the compensation to revenue ratio. The compensation to revenue ratio was 40% for the six months ended June 30, 2011, compared to 67% for the prior year quarter. In addition, the stock compensation increased resulting in additional February 2011 equity grants offset by a decrease in severance expense.

Compensation and benefits expenses for the broker-dealer segment decreased by $1.3 million to $52.4 million for the six months ended June 30, 2011 compared to $53.7 million in the first six months of 2010. The decrease is supported by an decrease in the compensation to revenue ratio during 2011. The compensation to revenue ratio was 65% for the six months ended June 30, 2011, compared to 71% for the prior year quarter.

Non-compensation Expenses—Fixed. Fixed non-compensation expenses decreased by $1.3 million to $48.3 million for the six months ended June 30, 2011 compared to $49.6 million in the first six months of 2010. The decrease was due to decreases in occupancy costs and general efficiencies received in relation to the November 2009 Ramius/Cowen transaction, offset by increases in professional fees.

Fixed non-compensation expenses for the alternative investment management segment decreased by $2.3 million to $15.8 million for the six months ended June 30, 2011 as compared to $18.1 million for the first six months of 2010. Fixed non-compensation expenses for the broker-dealer segment increased by $1.1 million to $32.5 million for the six months ended June 30, 2011 as compared to $31.4 million for the first six months of 2010.

The following table shows the components of the non-compensation expenses—fixed, for the six months ended June 30, 2011 and 2010:

	Six Months Ended June 30,		Period-to-Period	
	2011	2010	$ Change	% Change
	(dollars in thousands)			
Non-compensation expenses—fixed:				
Interest expense	$ 435	$ 469	$ (34)	(7.2)%
Professional, advisory and other fees	6,447	5,267	1,180	22.4%
Occupancy and equipment	10,104	11,513	(1,409)	(12.2)%
Depreciation and amortization	4,069	4,884	(815)	(16.7)%
Service fees	7,976	7,853	123	1.6%
Other	19,267	19,598	(331)	(1.7)%
Total	**$ 48,298**	**$ 49,584**	**$ (1,286)**	**(2.6)%**

Non-compensation Expenses—Variable. Variable non-compensation expenses, which primarily are comprised of expenses which are incurred as a direct result of the processing and soliciting of revenue generating activities, increased by $5.2 million to $21.5 million for the six months ended June 30, 2011 compared to $16.3 million in the first six months of 2010. The increase was due to professional expenses incurred related to the closing of Luxembourg reinsurance deals, syndication costs related to an alternative investment asset fund, and increased conference related expenses, offset by a reduction in our floor brokerage and clearing costs due to lower volumes.

The following table shows the components of the non-compensation expenses—variable, for the six months ended June 30, 2011 and 2010:

	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Period-to-Period $ Change	Period-to-Period % Change
	(dollars in thousands)			
Non-compensation expenses—Variable:				
Floor brokerage and trade execution	$ 5,708	$ 8,442	$ (2,734)	(32.4)%
CHRP syndication costs	2,698	—	2,698	NM
Expenses related to Luxembourg reinsurance companies	4,862	—	4,862	NM
Marketing and business development	8,186	7,900	286	3.6%
Total	**$ 21,454**	**$ 16,342**	**$ 5,112**	**31.3%**

Reimbursement from Affiliates. Reimbursements from affiliates, which relate to the alternative investment management segment, decreased by $1.6 million to $2.2 million for the six months ended June 30, 2011 compared with $3.8 million in the first six months of 2010. The decrease was attributable to a decrease in AUM associated with the funds for which the Company receives the majority of its reimbursements.

Non-Controlling Interest. Non-Controlling interest represents the portion of the net income or loss attributable to certain non-wholly owned subsidiaries that is allocated to other investors.

Liquidity and Capital Resources

We continually monitor our liquidity position. The working capital needs of the Company's business have been met through current levels of equity capital, current cash and cash equivalents, and anticipated cash generated from our operating activities, including management fees, incentive income, returns on the Company's own capital, investment banking fees and brokerage commissions. The Company expects that its primary working capital liquidity needs over the next twelve months will be to pay our operating expenses, primarily consisting of compensation and benefits and general and administrative expenses and provide capital to facilitate the growth of our existing business.

Based on our historical results, management's experience, our current business strategy and current assets under management, the Company believes that its existing cash resources will be sufficient to meet its anticipated working capital and capital expenditure requirements for at least the next twelve months. Our cash reserves include cash, cash equivalents and assets readily convertible into cash such as our securities held in inventory. Securities inventories are stated at fair value and are generally readily marketable. As of June 30, 2011, we had cash and cash equivalents of $110.2 million, which includes $51.6 million held in foreign subsidiaries, and net liquid investment assets of $276.3 million.

The timing of cash bonus payments to our employees may significantly affect our cash position and liquidity from period to period. While our employees are generally paid salaries semi-monthly during the year, cash bonus payments, which can make up a significant portion of total compensation, are generally paid once a year in February.

As discussed in "Management's Discussion and Analysis of Financial Condition and Results of Operations—Certain Factors Impacting Our Business" we have entered into a modification agreement with affiliates of Unicredit S.p.A and it is not expected to have a material impact on the Company's liquidity and capital resources.

As of June 30, 2011, the Company had unfunded commitments of $6.6 million pertaining to capital commitments in three real estate investments held by the Company, all of which pertain to related party investments. Such commitments can be called at any time, subject to advance notice. The

Company also has committed to invest $41 million to the funds managed by Cowen Healthcare Royalty Partners (the "CHRP Funds") as a limited partner of the CHRP Funds and also as a member of CHRP GP, the general partner of the CHRP Funds. This commitment is expected to be called over a two to five year period. The Company will make its pro-rata investment in the CHRP Funds along with the other limited partners. Through June 30, 2011, the Company has funded $19.5 million towards these commitments. In April 2011, the Company committed $15 million to Starboard Value and Opportunity Fund LP, which may increase or decrease over time with the performance of Starboard Value and Opportunity Fund LP. As of June 30, 2011 the Company's unfunded commitment to Starboard Value and Opportunity Fund LP is $13.7 million. Such commitment can be called at any time, subject to advance notice.

Due to the nature of the securities business and our role as a market-maker and execution agent, the amount of our cash and short-term investments, as well as operating cash flow, may vary considerably due to a number of factors, including the dollar value of our positions as principal, whether we are net buyers or sellers of securities, the dollar volume of executions by our customers and clearing house requirements, among others. Certain regulatory requirements constrain the use of a portion of our liquid assets for financing, investing or operating activities. Similarly, due to the nature of our business lines, the capital necessary to maintain current operations and our current funding needs subject our cash and cash equivalents to different requirements and uses.

As a registered broker-dealer, Cowen and Company, LLC ("Cowen and Company") is subject to the SEC's Uniform Net Capital Rule 15c3-1 (the "Rule"), which requires the maintenance of minimum net capital. Under the alternative method permitted by the Rule, Cowen and Company's minimum net capital requirement, as defined, is $1 million. Cowen and Company is not permitted to withdraw equity if certain minimum net capital requirements are not met. As of June 30, 2011, Cowen and Company had total net capital of approximately $42.9 million, which was approximately $41.9 million in excess of its minimum net capital requirement of $1 million.

Cowen and Company is exempt from the provisions of Rule 15c3-3 under the Securities Exchange Act of 1934 as their activities are limited to those set forth in the conditions for exemption appearing in paragraph (k)(2)(ii) of the Rule.

Proprietary accounts of introducing brokers ("PAIB") held at the clearing broker are considered allowable assets for net capital purposes, pursuant to agreements between Cowen and Company, LLC and the clearing broker, which require, among other things, that the clearing broker performs computations for PAIB and segregates certain balances on behalf of Cowen and Company, LLC, if applicable.

Ramius UK Ltd. ("Ramius UK") and Cowen International Limited ("CIL") are subject to the capital requirements of the FSA of the UK. Financial Resources, as defined, must exceed the total Financial Resources requirement of the FSA. At June 30, 2011, Ramius UK's Financial Resources of $4.3 million exceeded its minimum requirement of $0.6 million by $3.7 million. At June 30, 2011, CIL's Financial Resources of $4.5 million exceeded its minimum requirement of $2.3 million by $2.2 million.

CCAL (formerly known as Cowen Latitude Advisors Limited) is subject to the financial resources requirements of the Securities and Futures Commission ("SFC") of Hong Kong. Financial Resources, as defined, must exceed the Total Financial Resources requirement of the SFC. At June 30, 2011, CCAL's Financial Resources of $0.9 million exceeded the minimum requirement of $0.1 million by $0.8 million.

As a registered broker-dealer and FINRA member firm, Cowen Capital LLC (formerly known as LaBranche Capital, LLC) is subject to SEC Rule 15c3-1, as adopted and administered by the SEC and FINRA. Cowen Capital LLC is required to maintain minimum net capital, as defined, equivalent to the greater of $1 million or 2% of aggregate indebtedness, as defined. As of June 30, 2011, Cowen

Capital LLC's net capital, as defined, was $33.3 million, which exceeded minimum requirements by $32.3 million. Cowen Capital LLC's aggregate indebtedness to net capital ratio was 0.16 to 1.

As a registered broker dealer in the United Kingdom, Cowen International Trading Limited ("CITL") (formerly known as LaBranche Structured Products Europe Limited) is subject to the capital adequacy and capital resources as managed and monitored in accordance with the regulatory capital requirements of the Financial Services Authority ("FSA") in the United Kingdom. In calculating regulatory capital, CITL's capital consists wholly of Tier 1 capital. Tier 1 capital is the core measure of a company's financial strength from a regulator's point of view. It consists of the type of financial capital considered the most reliable and liquid, primarily Shareholder's Equity. As of June 30, 2011, Tier 1 capital, as defined, was $51.2 million which exceeded the total variable capital requirement by $28 million. This Tier 1 capital included a loan to Cowen Structured Holdings Inc. (formerly known as LaBranche Structured Holdings, Inc.) by CITL as of February 2011, in the aggregate principal amount of $11.9 million.

As a registered corporation under the Hong Kong Securities and Futures Ordinance, Cowen Structured Products Hong Kong Limited ("CSPH") (formerly known as LaBranche Structured Products Hong Kong Limited) is subject to the capital requirements of the Hong Kong Securities and Futures (Financial Resources) Rules ("FRR"). The minimum paid-up share capital requirement is HKD 5,000,000 ($0.6 million at June 30, 2011) and the minimum liquid capital requirement is the higher of HKD 3,000,000 ($0.4 million at June 30, 2011) and the variable required liquid capital as defined in the FRR. The Company monitors its compliance with the requirements of the FRR on a daily basis. As of June 30, 2011, CSPH's liquid capital, as defined was $2.7 million, which exceeded its minimum requirements by $2.3 million.

The Company may also incur additional indebtedness or raise additional capital under certain circumstances to respond to market opportunities and challenges. Current market conditions may make it more difficult or costly to borrow additional funds or raise additional capital.

The Company uses securities purchased under agreements to resell and securities sold under agreements to repurchase ("Repurchase Agreements") as part of its liquidity management activities and to support its trading and risk management activities. In particular, securities purchased and sold under Repurchase Agreements are used for short-term liquidity purposes. As at June 30, 2011, Repurchase Agreements are secured predominantly by liquid corporate credit and/or government-issued securities. The use of Repurchase Agreements will fluctuate with the Company's need to fund short term credit or obtain competitive short term credit financing. The Company's securities purchased under agreements to resell and securities sold under agreements to repurchase were transacted pursuant to agreements with multiple counterparties as of June 30, 2011 and December 31, 2010.

There were no material differences between the average and period-end balances of the Company's Repurchase Agreements. The following table represents the Company's securities purchased under agreements to resell and securities sold under agreements to repurchase as of June 30, 2011 and December 31, 2010:

	As of June 30, 2011 (dollars in thousands)
Securities purchased under agreements to resell	
Agreements with Barclays Inc bearing interest of (0.3)% - 0.08% due on July 1, 2011*	$ 77,333
Securities sold under agreements to repurchase	
Agreements with Royal Bank of Canada bearing interest of 1.52625% - 1.58125% due on January 31, 2012 to June 25, 2012	49,450
Agreements with Barclays Inc bearing interest of (0.02)% - 0.12% due on July 1, 2011*	119,989
	$ 169,439

* The repurchase date is open and the agreement can be terminated by either party at any time. The agreement continues on a day-to-day basis.

	As of December 31, 2010 (dollars in thousands)
Securities purchased under agreements to resell	
Agreements with Barclays Capital Inc bearing interest of 0.07% - 0.14% due on January 3, 2011	$ 97,755
Securities sold under agreements to repurchase	
Agreements with Royal Bank of Canada bearing interest of 1.415% due on February 22, 2011 to September 1, 2011	48,532
Agreements with Barclays Capital Inc bearing interest of 0.18% - 1.50% due on January 7, 2011 to June 6, 2011	143,633
	$ 192,165

Cash Flows Analysis

The Company's primary sources of cash are derived from its operating activities, fees and realized returns on its own invested capital. The Company's primary uses of cash include compensation, general and administrative expenses and payments of interest and principal under the former line of credit.

Operating Activities. Net cash provided by operating activities of $147.6 million for the six months ended June 30, 2011 was predominately related to an increase in cash held at brokers and cash acquired upon the acquisition of LaBranche, partially offset by cash used to pay for year end bonuses included in compensation payable and payments for purchases of securities related to proprietary capital. Net cash used in operating activities of $76.7 million for the six months ended June 30, 2010 was predominately related to cash used to pay for year-end bonus accruals included in compensation payable and payments for purchases of securities related to proprietary capital.

Investing Activities. Net cash provided by investing activities of $15.1 million for the six months ended June 30, 2011 was primarily from increased repurchase agreement activity. Net cash provided by investing activities of $2.4 million for the six months ended June 30, 2010 was primarily due to the proceeds from sale of other investments.

Financing Activities. Net cash used in financing activities for the six months ended June 30, 2011 was $88.9 million primarily related to increased repurchase agreement activity, repayments on the line of credit and payments by the consolidated funds to investors for capital withdrawals. Net cash used in financing activities for the six months ended June 30, 2010 was $57.7 million primarily related to a repayment on the line of credit and payments by the consolidated funds for capital withdrawals.

Short-Term Borrowing and Other Debt

On June 3, 2009, the Company entered into a collateralized revolving credit agreement with HVB AG, as lender, administrative agent and issuing bank, providing for a revolving credit facility with a $50 million aggregate loan commitment amount available. The first borrowing under this line occurred on June 30, 2009. As of June 30, 2011 and December 31, 2010, the Company had borrowings of nil and $24 million, respectively. At the Company's election and discretion, borrowings under the 2009 collateralized revolving credit agreement bear interest per annum (based on a 360 day year) equal to either: (1) the lender's prime rate plus 1.5% or (2) the 1, 2 or 3 month LIBOR rate plus 3.5%. Due to the variable interest rate on these borrowings, their carrying values approximate fair value. The Company is required to pay a quarterly commitment fee on the undrawn portion of the revolving credit facility equal to 1.0% per annum of the undrawn amount. The 2009 collateralized revolving credit agreement was to mature on September 29, 2011. However, during 2011, the Company agreed to repay in full its obligations pursuant to the credit agreement and HVB AG agreed to terminate the credit agreement. On June 27, 2011, the Company fully repaid the then borrowing amount outstanding of $23 million and the credit agreement was terminated as of that date. The 2009 collateralized revolving credit agreement contained financial and other restrictive covenants that limited the Company's ability to incur additional debt and engage in other activities. As of June 30, 2011 and during the period from June 3, 2009 through June 27, 2011 the Company was in compliance with these covenants. The Company's investment in Enterprise Master through the Enterprise Fund had been pledged as collateral under the line of credit. Upon termination of the credit agreement on June 27, 2011, the Company's collateral pledge to HVB AG was released and the Company is no longer subject to the restrictive covenants contained in the credit agreement.

Interest incurred on the Company's lines of credit was $0.2 million for the three months ended June 30, 2011 and 2010, respectively, and was $0.4 million and $0.1 million for the six months ended June 30, 2011 and 2010.

In November 2010, the Company borrowed $0.6 million and $1.5 million to fund insurance premium payments. These notes bear interest at 5.05% and 4.95%, respectively and are due in October of 2011. As of June 30, 2011, the outstanding balance on these combined notes payable was $0.4 million. Interest expense for the three months and six months ended June 30, 2011 was not significant.

The Company entered into several capital leases for computer equipment during the fourth quarter of 2010. These leases amount to $6.3 million and are recorded in fixed assets and as capital lease obligations and have lease terms that range from 48 to 60 months and interest rates that range from 0.60% to 6.14%. As of June 30, 2011, the remaining balance on these capital leases was $5.9 million. Interest expense for the three months and six months ended June 30, 2011 was $0.1 million.

As of June 30, 2011 the Company has six irrevocable letters of credit, for which there is cash or bond collateral pledged, including (i) $50,000, which expires on July 12, 2011, supporting workers' compensation insurance with Safety National Casualty Corporation, (ii) $57,000, which expires on May 12, 2012, supporting Cowen Healthcare Royalty Management, LLC's Stamford office lease and (iii) $82,000, which expires on May 12, 2012, supporting the Company's San Francisco office and (iv) $1.2 million which expires on August 31, 2011, supporting the Company's lease of additional office space in New York (v) $6.7 million, which expires December 12, 201, supporting the lease of office space in New York which the Company pays a fee on the stated amount of the letter of credit at a rate equal to 0.5%, and (vi) $0.9 million which expires May 25, 2017, supporting the lease of additional office space in New York.

Off-Balance Sheet Arrangements

We have no material off-balance sheet arrangements as of June 30, 2011. However, through indemnification provisions in our clearing agreement, customer activities may expose us to off-balance-sheet credit risk. Pursuant to the clearing agreement, we are required to reimburse our clearing broker, without limit, for any losses incurred due to a counterparty's failure to satisfy its contractual obligations. However, these transactions are collateralized by the underlying security, thereby reducing the associated risk to changes in the market value of the security through the settlement date.

Cowen and Company is a member of various securities exchanges. Under the standard membership agreement, members are required to guarantee the performance of other members and, accordingly, if another member becomes unable to satisfy its obligations to the exchange, all other members would be required to meet the shortfall. Cowen and Company's liability under these arrangements is not quantifiable and could exceed the cash and securities it has posted as collateral. However, management believes that the potential for Cowen and Company to be required to make payments under these arrangements is remote. Accordingly, no contingent liability is carried in the accompanying condensed consolidated statements of financial condition for these arrangements.

Critical Accounting Policies and Estimates

Critical accounting policies are those that require the Company to make significant judgments, estimates or assumptions that affect amounts reported in its condensed consolidated financial statements or the notes thereto. The Company bases its judgments, estimates and assumptions on current facts, historical experience and various other factors that the Company believes to be reasonable and prudent. Actual results may differ materially from these estimates.

The following is a summary of what the Company believes to be its most critical accounting policies and estimates:

Consolidation

These condensed consolidated financial statements include the accounts of the Company, its subsidiaries, and entities in which the Company has a controlling financial interest, including the Consolidated Funds, in which the Company has a substantive, controlling general partner interest. All material intercompany transactions and balances have been eliminated in consolidation. The Company's funds are not subject to these consolidation provisions with respect to their investments pursuant to their specialized accounting.

The Company's condensed consolidated financial statements reflect the assets, liabilities, revenues, expenses and cash flows of the Consolidated Funds on a gross basis. The management fees and incentive income earned by the Company from the Consolidated Funds were eliminated in consolidation; however, the Company's allocated share of net income from these funds was increased by the amount of this eliminated income. Hence, the consolidation of these funds had no net effect on the Company's net earnings.

Valuation of Investments and Derivatives

FASB accounting standards establish a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are as follows:

Level 1	Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date;
Level 2	Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly, including inputs in markets that are not considered to be active; and
Level 3	Fair value is determined based on pricing inputs that are unobservable and includes situations where there is little, if any, market activity for the asset or liability. The determination of fair value for assets and liabilities in this category requires significant management judgment or estimation.

Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk. Inputs may include price information, volatility statistics, specific and broad credit data, liquidity statistics, and other factors. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by the Company. The Company considers observable data to be that market data which is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not necessarily correspond to the Company's perceived risk of that instrument.

The Company and its operating company subsidiaries act as the manager for the Consolidated Funds. Both the Company and the Consolidated Funds hold certain investments which are valued by the Company, acting as the investment manager. The fair value of these investments is generally estimated based on proprietary models developed by the Company, which include discounted cash flow analyses, public market comparables, and other techniques and may be based, at least in part, on independently sourced market information. The material estimates and assumptions used in these models include the timing and expected amount of cash flows, the appropriateness of discount rates used, and, in some cases, the ability to execute, timing of, and estimated proceeds from expected financings. Significant judgment and estimation goes into the selection of an appropriate valuation methodology as well as the assumptions used in these models, and the timing and actual values realized with respect to investments could be materially different from values derived based on the use of those estimates. The valuation methodologies applied impact the reported value of the Company's investments and the investments held by the Consolidated Funds in the condensed consolidated financial statements.

The Company primarily uses the "market approach" valuation technique to value its financial instruments measured at fair value. In determining an instrument's placement within the hierarchy, the Company separates the Company's financial instruments into three categories: securities, derivative contracts and other investments. To the extent applicable, each of these categories can further be divided between those held long or sold short.

Securities—Securities whose values are based on quoted market prices in active markets for identical assets, and are therefore classified in level 1 of the fair value hierarchy, include active listed equities, certain U.S. government and sovereign obligations, and certain money market securities. The Company does not adjust the quoted price for such instruments, even in situations where the Company holds a large position and a sale could reasonably impact the quoted price.

Certain positions for which there is a limited market, consisting primarily of convertible debt, corporate debt and loans, are stated at fair value. The estimated fair values assigned by management are determined in good faith and are based on available information considering, among other things, quotations provided by published pricing services, counterparties and other market participants, and pricing models using quoted inputs, and do not necessarily represent the amounts which might ultimately be realized. Such positions that trade in markets that are not considered to be active, but are valued based on quoted market prices, dealer quotations or alternative pricing sources which are supported by observable inputs are classified within level 2. As level 2 investments include positions that are not traded in active markets and/or are subject to transfer restrictions, valuations may be adjusted to reflect illiquidity and/or non-transferability.

Derivative contracts—Derivative contracts can be exchange-traded or privately negotiated over-the-counter ("OTC"). Exchange-traded derivatives, such as futures contracts and exchange traded option contracts, are typically classified within level 1 or level 2 of the fair value hierarchy depending on whether or not they are deemed to be actively traded. OTC derivatives, such as generic forwards, swaps and options, have inputs which can generally be corroborated by market data and are therefore classified within level 2. Derivative contracts are included within other assets on the condensed consolidated statements of financial condition.

Other investments—Other investments measured at fair value consist primarily of portfolio funds and real estate investments, which are valued as follows:

i. **Portfolio funds**—Portfolio funds ("Portfolio Funds") include interests in funds and investment companies managed externally by the Company and unaffiliated managers. In September 2009, the FASB issued a new accounting pronouncement regarding fair value measurements and disclosures relating to investments in certain entities that calculate net asset value ("NAV") per share (or its equivalent). The guidance permits, as a practical expedient, an entity holding investments in certain entities that either are investment companies as defined by the AICPA Audit and Accounting Guide, Investment Companies, or have attributes similar to an investment company, and calculate net asset value per share or its equivalent for which the fair value is not readily determinable, to measure the fair value of such investments on the basis of that NAV per share, or its equivalent, without adjustment. The Company has adopted this guidance effective with the issuance of its December 31, 2009 financial statements. As this guidance is consistent with the Company's existing fair value measurement policy for its Portfolio funds, the Company's adoption did not have an impact on its financial condition, results of operations or cash flows.

   The Company categorizes its investments in Portfolio Funds within the fair value hierarchy dependent on the ability to redeem the investment. If the Company has the ability to redeem its investment at NAV at the measurement date or within the near term, the Portfolio Fund is categorized as a Level 2 fair value measurement. If the Company does not know when it will have the ability to redeem its investment or cannot do so in the near term, the Portfolio Fund is categorized as a Level 3 fair value measurement. See Note 5 for further details of the Company's investments in Portfolio Funds.

ii. **Real estate investments**—Real estate investments are valued at estimated fair value. The fair value of real estate investments are estimated based on the price that would be received to sell an asset in an orderly transaction between marketplace participants at the measurement date. Real estate investments without a public market are valued based on assumptions and valuation techniques used by the Company. Such valuation techniques may include discounted cash flow analysis, prevailing market capitalization rates or earning multiples applied to earnings from the investment, analysis of recent comparable sales transactions, actual sale negotiations and bona fide purchase offers received from third parties, consideration of the amount that currently would be required to replace the asset, as adjusted for obsolescence, as well as independent external appraisals. In general, the Company considers several valuation techniques when measuring the fair value of a real estate investment. However, in certain circumstances, a single valuation technique may be appropriate. Real estate investments are reviewed on a quarterly basis by the Company for significant changes at the property level or a significant change in the overall market which would impact the value of the real estate investment resulting in unrealized appreciation or depreciation.

The Company also reflects its real estate equity investments net of investment level financing. Valuation adjustments attributable to underlying financing arrangements are considered in the real estate equity valuation based on amounts at which the financing liabilities could be transferred to market participants at the measurement date.

Real estate and capital markets are cyclical in nature. Property and investment values are affected by, among other things, the availability of capital, occupancy rates, rental rates and interest and inflation rates. In addition, the Company invests in real estate and real estate related investments for which no liquid market exists. The market prices for such investments may be volatile and may not be readily ascertainable. Amounts ultimately realized by the Company from investments sold may differ from the fair values presented, and the differences could be material.

The Company's real estate investments are typically categorized as Level 3 within the fair value hierarchy as management uses significant unobservable inputs in determining their estimated fair value.

Revenue Recognition

The Company generates through several principal sources as more fully described below:

Management fees

The Company earns management fees from funds and managed accounts for which serves as the investment manager or general partner, generally, based on a fixed percentage of net asset value, committed capital or invested capital. Management fees are based on contractual terms specified in the underlying investment management agreements with each specific fund or managed account. Management fees are generally paid on a quarterly basis at the beginning of each quarter in arrears and are prorated for capital inflows and redemptions. Management fees earned from our fund of funds products and certain portfolio funds are based and initially calculated on estimated net asset values and actual fees ultimately earned could be impacted to the extent of any changes in these estimates.

Incentive Income

The Company earns incentive income based on net profits (as defined in the respective investment management agreements) of certain of the Company's funds and managed accounts, allocable for each fiscal year to the extent, in most cases, that net profits exceed cumulative unrecovered net losses, if any, that have carried forward from prior years. For the products we offer, incentive income earned is typically 20% for hedge funds and 10% for fund of funds (in certain cases in excess of a benchmark), in each case, of the net profits earned for the full year that are attributable to each fee-paying investor. Incentive income on real estate investments is earned in the year of a sale or realization of a private investment. Incentive income in the CHRP Funds is earned only after investors receive a full return of their capital plus a preferred return.

In periods following a period of a net loss attributable to an investor, the Company generally does not earn incentive income on any future profits attributable to that investor until the accumulated net loss from prior periods is recovered, an arrangement commonly referred to as a "high-water mark." The Company has elected to record incentive income revenue in accordance with "Method 2" of the Financial Accounting Standards Board ("FASB") accounting standards. Under Method 2, the incentive income from the Company's funds and managed accounts for any period is based upon the net profits of those funds and managed accounts at the reporting date. Any incentive income recognized in a quarter's condensed consolidated statement of operations may be subject to reversal in a subsequent quarter as a result of subsequent negative investment performance prior to the conclusion of the fiscal year, when all contingencies have been resolved. As a result of negative investment performance in 2008, and in the case of certain real estate funds, in 2009, the Company entered 2010 with high-water marks in certain of its fund products. These high-water marks require the funds to recover cumulative losses before the Company could begin to earn incentive income in 2010 and beyond with respect to the investments of investors who previously suffered losses. In 2010, the Starboard Value and Opportunity Funds surpassed their high water marks and the Company began to earn incentive income again on these products.

Carried interest is subject to clawback to the extent that the carried interest actually distributed to date exceeds the amount due to the Company based on cumulative results. As such, the accrual for potential repayment of previously received carried interest, which is a component of accounts payable, accrued expenses and other liabilities, represents all amounts previously distributed to the Company, less an assumed tax liability, that would need to be repaid to certain real estate funds if these funds were to be liquidated based on the current fair value of the underlying funds' investments as of the reporting date. Generally, the actual clawback liability does not become realized until the end of a fund's life.

Investment Banking Revenues

The Company earns investment banking revenue primarily from fees associated with public and private capital raising transactions and providing strategic advisory services. The Company's investment banking revenues are derived primarily from small and mid-capitalization companies within the Company's target sectors of healthcare, technology, media and telecommunications, consumer, aerospace & defense, and alternative energy.

- **Underwriting fees.** The Company earns underwriting revenues in securities offerings in which the Company acts as an underwriter, such as IPOs, follow-on equity offerings and convertible security offerings. The Company's underwriting revenues include management fees, selling concessions and underwriting fees. Fee revenue relating to underwriting commitments is recorded when all significant items relating to the underwriting cycle have been completed and the amount of the underwriting revenue has been determined. This generally is the point at which all of the following have occurred: (i) the issuer's registration statement has become effective with the SEC, or the other offering documents are finalized; (ii) the Company has made a firm commitment for the purchase of shares from the issuer; and (iii) the Company has been informed of the number of shares that it has been allotted.

  When the Company is not the lead manager for a registered equity underwriting transaction, management must estimate the Company's share of transaction related expenses incurred by the lead manager in order to recognize revenue. Transaction-related expenses are deducted from the underwriting fee and therefore reduce the revenue the Company recognizes as co-manager. Such amounts are adjusted to reflect actual expenses in the period in which the Company receives the final settlement, typically within 90 days following the closing of the transaction.

- **Strategic/financial advisory fees.** The Company's strategic advisory revenues include success fees earned in connection with advising companies, both buyers and sellers, principally in mergers and acquisitions. The Company also earns fees for related advisory work such as providing fairness opinions. The Company records strategic advisory revenues when the services for the transactions are completed under the terms of each assignment or engagement and collection is reasonably assured. Expenses associated with such transactions are deferred until the related revenue is recognized or the engagement is otherwise concluded.

- **Private placement fees.** The Company earns agency placement fees in non-underwritten transactions such as private placements, PIPEs and RDs. The Company records private placement revenues when the services for the transactions are completed under the terms of each assignment or engagement and collection is reasonably assured. Expenses associated with such transactions are deferred until the related revenue is recognized or the engagement is otherwise concluded.

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price consideration of acquired companies over the estimated fair value assigned to the individual assets acquired and liabilities assumed. The Company tests goodwill for impairment in accordance with the two-step method described in FASB accounting standards. The first step involves a comparison of the estimated fair value of the reporting unit to its carrying amount, including goodwill. If the estimated fair value of the reporting unit exceeds its carrying amount, its goodwill is not impaired and the second step of the impairment test is not necessary. If the carrying amount of the reporting unit exceeds its estimated fair value, then the second step of the goodwill impairment test must be performed. The second step of the goodwill impairment test compares the implied fair value of the reporting unit goodwill with its carrying amount to measure the amount of impairment, if any. The implied fair value of goodwill is determined in the same manner as the amount of goodwill recognized in a business combination. In other words, the estimated fair value of the reporting unit is allocated to all of its assets and liabilities (including any unrecognized intangible assets) as if the reporting unit had been acquired in a business combination and the fair value of the reporting unit was the purchase price paid. If the carrying amount of the reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment is recognized in an amount equal to that excess. Goodwill is tested annually for impairment during the fourth quarter or earlier upon the occurrence of certain events or substantive changes in circumstances. Goodwill impairment tests are subject to significant judgment in determining the estimation of future cash flows, discount rates and other assumptions. Changes in these estimates and assumptions could have a significant impact on the fair value and any resulting impairment of goodwill.

Intangible assets with finite lives are amortized over their estimated average useful lives. The Company does not have any intangible assets deemed to have indefinite lives. Intangible assets are tested for potential impairment whenever events or changes in circumstances suggest that an asset's or asset group's carrying value may not be fully recoverable. An impairment loss, calculated as the difference between the estimated fair value and the carrying value of an asset or asset group, is recognized if the sum of the estimated undiscounted cash flows relating to the asset or asset group is less than the corresponding carrying value.

Legal Reserves

The Company estimates potential losses that may arise out of legal and regulatory proceedings and records a reserve and takes a charge to income when losses with respect to such matters are deemed probable and can be reasonably estimated, in accordance with FASB accounting standards. These amounts are reported in other expenses, net of recoveries, in the condensed consolidated statements of operations. The condensed consolidated statements of operations do not include litigation expenses incurred by the Company in connection with indemnified litigation matters. See Note 13 to the Company's condensed consolidated financial statements for further discussion. As the successor of the named party in these litigation matters, the Company recognizes the related legal reserve in the condensed consolidated statements of financial condition.

Recently adopted accounting pronouncements

For a detailed discussion, see Note 3g. "Recently adopted accounting pronouncements" in our condensed consolidated financial statements for the quarter ended June 30, 2011 and "Significant Accounting Policies" in our Annual Report on Form 10-K for the year ended December 31, 2010 which was filed with the SEC on March 14, 2011.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

During the three months and six months ended June 30, 2011, except as described below, there were no material changes in our quantitative and qualitative disclosures about market risks from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2010. For a detailed discussion concerning our market risk, see the information below together with Item 7A "Quantitative and Qualitative Disclosures about Market Risk" in our Annual Report on Form 10-K.

Our ETFs Market-Making Risk Management Process

As a market-maker in ETFs through Cowen Capital LLC (formerly known as LaBranche Capital, LLC), Cowen International Trading Limited (formerly known as LaBranche Structured Products Europe Limited) and Cowen Structured Products Hong Kong Limited (formerly known as LaBranche Structured Products Hong Kong Limited), we trade as principal. In our market-making function, we bring immediacy and liquidity to the markets when we participate. Our market-making activities expose us to certain risks, including, but not limited to, price fluctuations and volatility.

In connection with these market-making activities, we are engaged in various securities trading and lending activities and assume positions in stocks, rights, options, ETFs, U.S. Government securities, corporate securities, futures and foreign currencies for which we are exposed to credit risk associated with the nonperformance of counterparties in fulfilling their contractual obligations pursuant to these securities transactions. We are also exposed to market risk associated with the sale of securities not yet purchased, which can be directly impacted by volatile trading in the markets on which we conduct our trading activities. Additionally, in the event of nonperformance and unfavorable market price movements, we may be required to purchase or sell financial instruments at a loss.

We enter into various transactions involving derivatives and off balance sheet financial instruments. These financial instruments include forwards and foreign exchange contracts, exchange traded and over-the-counter options, and swaps. Derivative transactions are entered into for trading purposes, including to hedge market, industry, sector and geographical risks associated with our market-making activities. Our derivatives trading activities exposes us to certain risks, such as price and interest rate fluctuations, volatility risk, credit risk, foreign currency movements and changes in the liquidity of markets.

Our traders purchase and sell futures, options, the stocks underlying certain ETF and other derivative securities positions, U.S. Government securities and foreign currencies in an attempt to hedge market and foreign currency risk. Certain members of management, including our chief risk officer, who oversee our ETFs market-making activities and our global derivatives arbitrage business, are responsible for monitoring these risks. These managers utilize proprietary and third-party software applications, as well as information received directly from the traders, to monitor market-making positions on a real-time basis. By monitoring actual and theoretical profit and loss, volatility and other standard risk measures, these individuals seek to ensure that our traders operate within the parameters set by management. Furthermore, our aggregate risk in connection with our ETFs and other principal derivatives securities trading is under constant evaluation by certain members of management and our traders, and all significant trading strategies and positions are closely monitored. When an unusual or large position is observed by the chief risk officer, he communicates the issue to senior management, who communicate with the trader to understand the strategy and risk management behind the trade and, if necessary, determine avenues to mitigate risk exposure. Our ETFs and other securities trading are primarily executed on national and foreign exchanges but also at times executed as OTC transactions. These trades clear through the Depository Trust Clearing Corporation, the Options Clearing Corporation, the National Securities Clearing Corporation or the applicable foreign exchange clearing organization, all of which reduce potential credit risk.

Item 4. Controls and Procedures

Our management, with the participation of the Chief Executive Officer and the Chief Financial Officer (the principal executive officer and principal financial officer, respectively), evaluated our disclosure controls and procedures as of June 30, 2011.

Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer have concluded that, as of June 30, 2011, our disclosure controls and procedures are effective to provide a reasonable assurance that information required to be disclosed by the Company in the reports filed or submitted by it under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and include controls and procedures designed to ensure that information required to be disclosed by the Company in such reports is accumulated and communicated to our management, including the Chief Executive Officer and the Chief Financial Officer of the Company, as appropriate, to allow timely decisions regarding required disclosure.

There have been no changes in our internal controls over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The following information reflects developments with respect to the Company's legal proceedings that occurred in the second quarter of 2011. These items should be read together with the Company's discussion in Note 13 "Commitments, Contingencies and Guarantees—Litigation," in the Notes to the Unaudited Condensed Consolidated Financial Statements in Part I, Item 1 and the Company's discussion set forth under Legal Proceedings in Part I, Item 3 of the Company's Annual Report on Form 10-K for the year ended December 31, 2010, as well as Note 12 "Commitments and Contingencies—Litigation" in the Notes to Condensed Consolidated Financial Statements (unaudited) in Part 1, Item 1 and the Company's discussion set forth under Legal Proceedings in Part 2, Item 1 of the Company Quarterly Report on Form 10-Q for the quarter ended March 31, 2011.

Adelphia Litigation

On June 1, 2011, Société Générale, which was liable for any losses in the Adelphia litigation pursuant to the Indemnification Agreement by and between Cowen and Société Générale, entered into a settlement agreement with the Huff plaintiffs. On July 18, 2011, the SDNY so ordered the settlement stipulation and dismissal of Société Générale from the lawsuit. No settlement contribution was made by Cowen Group.

CardioNet Litigation

On May 12, 2011, the Issuer-Defendants filed a demurrer, which was joined by the Underwriter-Defendants, including Cowen and Company. Plaintiffs filed an opposition on July 11, 2011. Cowen Group's reply is due August 1, 2011. The hearing on the demurrer is scheduled for September 2, 2011. The Company cannot presently predict the ultimate outcome of the litigation or estimate the possible loss or range of loss, if any.

China Sunergy

On May 13, 2011, the SDNY issued its final order approving the Stipulation and Agreement of Settlement.

WorldSpace Litigation

On June 29, 2011, the SDNY ordered that motions for summary judgment are due December 2, 2011. The Company cannot presently predict the ultimate outcome of the litigation or estimate the possible loss or range of loss, if any.

LaBranche Litigation

On May 2, 2011, counsel for the parties to the consolidated lawsuit reached an agreement in principle to settle the consolidated lawsuit reflected in a memorandum of understanding. In connection with the settlement, LaBranche and Cowen Group agreed to make certain additional disclosures in the Form S-4 filed in connection with the LaBranche transaction. The memorandum of understanding also contemplates that the parties will enter into a stipulation of settlement. The stipulation of settlement will contain customary releases and will be subject to customary conditions, including approval by the Court. In the event that the parties enter into a stipulation of settlement, a hearing will be scheduled at which the Court will consider the fairness, reasonableness and adequacy of the settlement which, if finally approved by the Court, will resolve all of the claims that were or could have been brought in the actions being settled, including all claims relating to the acquisition, the Merger Agreement and any disclosure made in connection therewith. In addition, in connection with the settlement and as provided in the memorandum of understanding, the parties contemplate that plaintiffs' counsel will seek an award of attorneys' fees and expenses as part of the settlement.

There can be no assurance that the parties will ultimately enter into a stipulation of settlement or that the Court will approve the settlement even if the parties were to enter into such stipulation. In such event, the proposed settlement as contemplated by the memorandum of understanding may be terminated. The Company cannot presently predict the ultimate outcome of the litigation or estimate the possible loss or range of loss, if any.

Alphatec Litigation

On April 18, 2011, the Underwriter Defendants filed a motion to dismiss the complaint as against the Underwriter Defendants. On June 6, 2011, Plaintiffs filed their opposition to the motion to dismiss. And on June 27, 2011, the Underwriter Defendants filed their reply. The hearing on the motion to dismiss is set for August 29, 2011. The Company cannot presently predict the ultimate outcome of the litigation or estimate the possible loss or range of loss, if any.

Lehman Brothers

Given the additional market information available to Ramius, Ramius has decided to value its total net equity claim as follows: The LBI claim was valued at 56% which represented the present value of the mid-point between what the Company believed were reasonable estimates of the low-side and high-side potential recovery rates with respect to its LBI exposure while LBIE claims were valued as follows: (i) the trust assets that the Company was informed were within the control of LBIE and were expected to be returned in the relatively near term were valued at market less a 1% discount that corresponds to the fee to be charged under the Claim Resolution Agreement ("CRA"), (ii) the trust assets that are not within the control of LBIE and are not believed to be held through LBI were valued at 48% with respect to US denominated Assets and 48% with respect to foreign denominated Assets, which represented the Company's estimate of potential recovery rates (iii) the remaining unsecured claims against LBIE were valued at 48%, which represented the Company's estimate of potential recovery rates with respect to this exposure using available market quotes.

In re NYSE Specialists Securities Litigation

On or about October 16, 2003 through December 16, 2003, four purported class action lawsuits were filed in the United States District Court for the Southern District of New York by persons or entities who purchased and/or sold shares of stocks of NYSE listed companies, including Pirelli v. LaBranche & Co Inc., et al., No. 03 CV 8264, Marcus v. LaBranche & Co Inc., et al., No. 03 CV 8521, Empire v. LaBranche & Co Inc., et al., No. 03 CV 8935, and California Public Employees' Retirement System (CalPERS) v. New York Stock Exchange, Inc., et al., No. 03 CV 9968. On March 11, 2004, a fifth action asserting similar claims, Rosenbaum Partners, LP v. New York Stock Exchange, Inc., et al., No. 04 CV 2038, was also filed in the United States District Court for the Southern District of New York by an individual plaintiff who does not allege to represent a class.

On May 27, 2004, the court consolidated these lawsuits under the caption In re NYSE Specialists Securities Litigation, No. CV 8264. The court named the following lead plaintiffs: CalPERS and Empire Programs, Inc.

On September 15, 2004, plaintiffs filed a Consolidated Complaint for Violation of the Federal Securities Laws and Breach of Fiduciary Duty, alleging that they represent a class consisting of all public investors who purchased and/or sold shares of stock listed on the NYSE from October 17, 1998 to October 15, 2003. Plaintiffs allege that LaBranche & Co Inc., LaBranche & Co. LLC, Mr. LaBranche, other NYSE specialist firms, including Bear Wagner Specialists LLC, Fleet Specialist, Inc., SIG Specialists, Inc., Spear, Leeds & Kellogg Specialists LLC, Performance Specialist

Group, LLC and Van der Moolen Specialists USA, LLC, and certain parents and affiliates of those firms, and the NYSE, violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder by failing to disclose alleged improper specialist trading that was the subject of specialist trading investigations by the SEC and NYSE, improperly profiting on purchases and/or sales of NYSE listed securities, and breaching and/or aiding and abetting breaches of fiduciary duty. Section 20(a) control person claims also are alleged, including against LaBranche & Co Inc., LaBranche & Co. LLC and Mr. LaBranche. Plaintiffs seek unspecified money damages, restitution, forfeiture of fees, commissions and other compensation, equitable and/or injunctive relief, including an accounting and the imposition of a constructive trust and/or asset freeze on trading proceeds, and attorneys' fees and reimbursement of expenses.

On December 12, 2005, motions to dismiss were granted in part and denied in part. The court dismissed plaintiffs' Section 10(b) and Section 20(a) claims against all defendants for conduct that occurred before January 1, 1999 and dismissed plaintiffs' breach of fiduciary duty claims against all defendants. The court also dismissed all claims against the NYSE and certain claims against certain parents and affiliates of specialists other than LaBranche & Co. LLC.

On February 2, 2006, plaintiffs filed an Amended Consolidated Complaint for Violation of the Federal Securities Laws and Breach of Fiduciary Duty, adding Robert A. Martin as a plaintiff. This complaint is otherwise identical to plaintiffs' Consolidated Complaint for Violation of the Federal Securities Laws and Breach of Fiduciary Duty.

On February 23, 2006, LaBranche & Co Inc., LaBranche & Co. LLC, Mr. LaBranche and the other defendants in the case filed answers to plaintiffs' Amended Consolidated Complaint for Violation of the Federal Securities Laws and Breach of Fiduciary Duty, denying liability and asserting affirmative defenses.

On February 22, 2007, the court removed Empire Programs, Inc. as co-lead plaintiff, leaving CalPERS as the sole lead plaintiff.

On June 28, 2007, CalPERS moved for class certification of "all persons and entities who submitted orders (directly or through agents) to purchase or sell NYSE-listed securities between January 1, 1999 and October 15, 2003, which orders were listed on the specialists' display book and subsequently disadvantaged by defendants," and for the certification of CalPERS and Market Street Securities Inc. as class representatives.

On September 18, 2007, the United States Court of Appeals for the Second Circuit reinstated certain of the claims against the NYSE that previously had been dismissed.

On March 14, 2009, the court granted CalPERS' motion for class certification.

On April 13, 2009, LaBranche & Co Inc., LaBranche & Co. LLC, Mr. LaBranche and the other specialist firm defendants and their affiliates filed a petition in the United States Court of Appeals for the Second Circuit, pursuant to Federal Rule of Civil Procedure 23(f), for permission to appeal the class certification order. On October 1, 2009, the Second Circuit denied the petition, and, on October 21, 2009, LaBranche & Co Inc., LaBranche & Co. LLC, Mr. LaBranche and the other specialist firm defendants and their affiliates filed a motion for reconsideration. On February 24, 2010, the Second Circuit denied this motion for reconsideration.

On October 5, 2009, CalPERS and the NYSE informed the court that they had agreed to settle all claims against the NYSE.

On or about March 31, 2010, CalPERS and the NYSE submitted a stipulation of settlement to the Court, not involving any money payment by the NYSE to CalPERS. On April 2, 2010, the Court approved this settlement, and, on April 6, 2010, the Court entered a final judgment dismissing CalPERS's claims against the NYSE with prejudice.

The parties participated in non-binding mediation during May 2011 through early July 2011.

NYSE Regulation proceeding against LSP and former trader

On June 11, 2010, NYSE Regulation, Inc.'s Division of Enforcement ("NYSE Regulation"), on behalf of NYSE Amex, LLC ("NYSE Amex") and NYSE Arca Equities, Inc. ("NYSE Arca"), commenced a proceeding against LSP and LSP's former head of options trading alleging, during the period from March 2005 through July 2007, violations of Regulation SHO Rule 203(b)(1), by allegedly effecting short sales of "threshold securities" without first locating shares to borrow, allegedly in improper reliance upon Regulation SHO's market maker exemption from locate requirements; Regulation SHO Rule 203(b)(3), by allegedly entering closing transactions that failed to properly close out fail-to-deliver positions in the "threshold securities;" and Part 224 of the Federal Reserve Board Rules ("Regulation X"), by allegedly causing LSP's clearing firm to improperly extend LSP "good faith margin" as a market maker. NYSE Regulation also alleges, during the period from September 18, 2008 to October 8, 2008, violations of Section 12(k)(4) of the Securities Exchange Act of 1934 and the Securities and Exchange Commission's September 18, 2008 Emergency Order that banned the short selling of securities of financial services companies, by improperly relying on an exemption that would enable short sales of the common stock of financial services companies. NYSE Regulation also alleges, during both of these time periods, violations of AMEX Rule 320 and NYSE Arca Rule 6.18(b), by allegedly failing to supervise these trading activities to comply with the rules alleged to have been violated.

On May 4, 2010, FINRA entered into an agreement to assume responsibility for the surveillance and enforcement functions of NYSE Euronext, including those of NYSE Amex and NYSE Arca, and FINRA replaced NYSE Regulation, Inc. as the Complainant in the proceeding against LSP and its former trader.

On July 27, 2010, the Respondents filed a Joint Answer with NYSE Amex and NYSE Arca, denying all allegations and asserting defenses.

On February 4, 2011, NYSE Arca filed a Notice of Discontinuance with respect its action against LSP and its former trader, and NYSE Amex continued the proceeding.

Also on February 4, 2011, NYSE Amex filed an Amended Charge Memorandum against LSP and its former trader. The Amended Charge Memorandum withdrew the previous charge under Regulation X. On March 4, 2011, the Respondents filed a Joint Answer to the Amended Charge Memorandum, denying all allegations and asserting defenses.

On March 30, 2011, FINRA and the Respondents reached an agreement in principal to settle the proceeding, subject to negotiation of a Stipulation and Consent to Penalty and approval by the FINRA Hearing Board.

On May 26, 2011, FINRA and the Respondents entered into a Stipulation and Consent to Penalty to settle the matter without admitting or denying any of the allegations or findings. On June 24, 2011, the FINRA Hearing Board approved the settlement.

Item 1A. Risk Factors

The discussion of our business and operations should be read together with the risk factors contained in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010 as well as those set forth below relating to our recently acquired market-making business. These risk factors describe various risks and uncertainties to which we are or may become subject. These risks and uncertainties have the potential to affect our business, financial condition, results of operations, cash flows, strategies or prospects in a material and adverse manner.

Risks Related to Our Broker-Dealer Business

The market structure in which our market-making business operates may continue to change or lose its viability, making it difficult for this business to achieve or maintain profitability.

Market structure changes have had an adverse affect on the results of operations of our market-making business. These changes may make it difficult for us to maintain and/or predict levels of profitability of, or may cause us to generate losses in, our market-making business. The most notable recent events that could have or have had a direct impact on our market-making business are the proposal for a stock and options transactions tax by the Obama administration, the NYSE's new market model, which commenced in late December 2008, the NYSE's mergers with Archipelago and Euronext in 2006 and 2007 and the pending merger of the NYSE with the Deutsche Borse, the 2008 merger of NYSE Regulation and the NASD, forming FINRA, SEC emergency rulemaking with respect to Regulation SHO and the SEC's structural changes in the U.S. equity trading markets.

Further, the internalization of orders, in which large brokerage firms are able to cross trades among their large client bases without directing any business to the major exchanges and marketplaces, has restricted order flow and, consequently, our market-making business' ability to participate in trades, as could significant declines in order flow due to redemptions at large funds and investors exiting the markets, such as those that occurred in 2008 and 2009.

The growth of electronic trading and the introduction of new technology in the markets in which our market-making business operates may adversely affect this business and may increase competition.

The continued growth of electronic trading and the introduction of new technologies, such as our options, and ETFs market-making algorithms, is changing our market-making business and presenting new challenges. Securities, futures and options transactions are increasingly occurring electronically, both on our own systems and through other alternative trading systems. It appears that the trend toward alternative trading systems will continue to accelerate. This acceleration could further increase program trading, increase the speed of transactions and decrease our ability to participate in transactions as principal, which would reduce the profitability of our market-making business. Some of these alternative trading systems compete with our market-making business, and we may experience continued competitive pressures in these and other areas. Significant resources have been invested in the development of our electronic trading systems and we expect this to continue, but there is no assurance that the revenues generated by these systems will yield an adequate return on the investment, particularly given the increased program trading and increased percentage of stocks trading off of the historically manual trading markets.

Our market-making technology, which was designed to trade on various exchanges and marketplaces, is limited by the systems with which it interacts. This means that there are times when system failures on the exchanges on which we operate have had an impact on the profitability of our market-making business. We cannot provide assurance that any of these exchanges will be able to understand or agree that those losses were in fact caused by their systems failures or will be able to reimburse us for all losses incurred as a result of their systems failures on a timely basis, or at all, any of which could adversely affect the results of operations of our market-making business. In addition, the exchanges' systems failures could result in erroneous regulatory investigations that could be generated by false exception reports by the market surveillance groups of those exchanges.

An inability to timely or successfully develop enhanced proprietary trading systems and increases in electronic trading on other exchanges for our market-making businesses, may adversely affect the profitability of our market-making business.

As the securities trading marketplace has become almost completely automated, we have developed or acquired electronic trading capabilities which allow us to interact with electronic order flow, and to engage in market-making transactions in options, ETFs and other derivative product in other markets, such as the NYSE Amex Exchange, the NYSE Arca Exchange, the NYBOT, the Comex and other options and derivative product exchanges, which have introduced their own version of a fully or mostly automated market in order to comply with Regulation NMS. All of these electronic-based markets have required us to expend significant programming efforts and resources to transact business in the electronic marketplace. Throughout this process, we have internally developed trading systems to interact on these markets and these systems. Our market-making business has experienced declines in revenues and/or has generated losses at times under these conditions, and may experience further declines in trading or revenues as the new markets models and electronic trading platforms emerge. It is still early in the new electronic trading environment to fully determine the successes or failures of these trading technologies and their effect on the profitability of our market-making business. We have also developed internal fair value programs designed to enable us to provide competitive quotations on request from other broker-dealers in our derivative product market-making business quickly and efficiently. We cannot guarantee that these fair value models and programs will be effective or competitive in comparison to other similar market-makers and our ability to compete in this area may depend on the resources we devote to these programs and the talent of our personnel. Our ability to compete with other market-making firms may be adversely affected if others are able to more quickly and efficiently make markets better than we can.

We have developed and are continuing to develop more advanced trading technologies to trade opportunistically in our market-making business while continuing to comply with our obligations in our other market-making activities in options and ETFs. There can be no assurance that our internally-developed market-making algorithms do not have errors or can always monitor or prevent rule violations. In addition, we cannot assure you that our trading algorithms cannot have flaws or that our quality assurance procedures will always catch those flaws, which could result in algorithmic trading programs that generate losses in a short or prolonged timeframe. In the event all violations or losses cannot be prevented, these trading programs may expose us to regulatory fines and penalties by exchange regulatory authorities or expose our market-making business to significant trading losses.

We cannot assure that our more advanced trading systems, even if they perform as designed, will be profitable due either to the changing nature of the marketplace or changes in exchange and/or securities rules or laws. We also cannot provide assurance that these proprietary trading systems will enable our market-making business to compete effectively with its direct competitors, who may have better or more advanced technology. The profitability of our market-making business and its ability to compete may depend on the ability of our personnel to effectively adapt these advanced trading systems to changes in the marketplace, while adequately maintaining our market-making obligations. In the event we cannot successfully build and adapt this trading technology, the results of operations of our market-making business may be adversely affected.

The future success of our market-making business will depend on the ability to upgrade information and communications systems, and any failure to do so could harm the profitability of this business.

The development of complex communications systems and new technologies, including Internet-based technologies, may render our existing information and communications systems outdated. In addition, our information and communications systems must be compatible with those of the NYSE Arca Exchange, the NYSE Amex Exchange, the Comex and the other exchanges on which we conduct our market-making business. As a result, when those exchanges upgrade their systems, we will need to make corresponding upgrades. For example, in recent years, the NYSE made numerous changes to its trading technologies, both major and minor, in its discretion. Some of these changes required us to adapt our trading technology, with processes that can at times be time consuming and costly and that often carried risks associated with high frequency trading algorithms, such as coding errors, system malfunctions, quality assurance testing errors and technology glitches. The CBOE stock exchange also made many upgrades to its communication and trading systems in 2010, with which we had difficulty adjusting our communication systems. These same types of errors and system issues can arise in our general trading algorithm technology development lifecycle, as well. The future success of our market-making business will depend on our ability, on a cost-effective basis, to timely and competitively respond to changing technologies. Our failure to do so could have an adverse effect on this business and its operating results.

Failures in the trading algorithms of our broker-dealer business and their development processes could adversely affect the trading and profitability of our broker-dealer business.

As both national and international financial markets have become and continue to become more automated, we are increasingly dependent on our electronic trading systems to effectively compete. This is especially true in our broker-dealer business due to the high frequency nature of trades and due to our obligations and desire to interact with high-paced order flow. We have internally developed trading algorithms to interact with the faster, more electronic order flow and employ significant personnel dedicated to the trading algorithm development process. Our development process entails communications among management at each of our broker-dealers, traders, compliance personnel and the coders to ensure that the development of our trading programs are adequately designed to achieve the goals of our business, as well as to comply with securities rules and regulations. If there are any failures in this communication process our trading technologies could not be efficient or profitable, or may expose us to liability for rule violations.

In addition, once the goals of the trading technology are communicated, we have a development process to code and implement our trading algorithms. This process includes the following:

- change initiation for development, bugs and enhancements;
- ongoing reviews of the software development lifecycle;
- quality assurance checks, including testing procedures; and
- production migration procedures.

It is possible that some employees in our technology development process may not adequately follow our procedures or, even if all procedures are followed, it is possible that coding errors pass through our procedures undetected. This risk is enhanced by the fact that certain exchanges do not provide us with a test environment to run our algorithms other than "live" production. If our procedures are not followed by our employees or if undetected errors are implemented, our high frequency algorithms could potentially cause errors that, if not immediately detected, could result in significant trading losses and/or regulatory investigations. Any such event could have an adverse effect on the operations or profitability of our broker-dealer business.

Risks associated with our market-making trading transactions could result in trading losses.

A majority of our market-making revenues are derived from our trading for our own account as principal. We may incur trading losses relating to these activities, since each trade primarily involves the purchase, sale or short sale of securities for our own account. In any period, we may incur trading losses in a significant number of our market-making options, ETFs, and/or the underlying securities such as stocks, foreign currencies and other derivatives for a variety of reasons, including price declines, lower trading volumes and the required performance of our obligations. From time to time, our market-making business has large position concentrations in securities of a single issuer or issuers engaged in a specific industry due to our obligations as market-maker or otherwise. In general, because our inventory of securities is marked-to-market on a daily basis, any downward price movement in these securities results in an immediate reduction of our revenues and operating results. For example, during and following the "flash crash" in May 2010 caused by algorithmic trading in the market place, many of our positions lost significant value and caused us to generate losses. Our market-maker trading in options, ETFs, other derivative instruments and foreign currencies also exposes us to certain additional risks associated with such factors as price fluctuations, foreign exchange currency movements, changes in the liquidity of markets, volatility and counterparty credit. We cannot be sure that the risk management procedures and technology *of our market-making business* have been formulated properly to identify or completely limit our risks and, even if formulated properly, we cannot be sure that we will successfully capture all of the risk associated with our market-making business, including fast and large market movements. As a result, this business may not be able to manage these risks successfully or avoid trading losses.

Derivative transactions may expose our market-making business to unexpected risk and potential losses.

We are party to a large number of derivative transactions, many of which are intended to hedge our market-making risk, including credit derivatives, which require that we deliver to the counterparty the underlying security, loan or other obligation in order to receive payment. In a number of cases, we do not hold the underlying security, loan or other obligation and may have difficulty obtaining, or be unable to obtain, the underlying security, loan or other obligation through the physical settlement of other transactions. As a result, we are subject to the risk that our market-making business may not be able to obtain the security, loan or other obligation within the required contractual time frame for delivery. This could cause us to forfeit the payments due to us under these contracts or result in settlement delays with the attendant credit and operational risk as well as increased costs to the firm.

Regulatory rules related to our market-making businesses require us to make unprofitable trades and refrain from making profitable trades.

Our role as a market maker, at times, may result in our making trades that adversely affect the operating results of our market-making business. For example, we may act as a principal when buyers or sellers outnumber each other and take a position counter to the market in order to stem an imbalance in the market. By having to support an orderly market, maintain inventory positions and refrain from trading under some favorable conditions, we are subject to risk. Our market-making compliance systems, which are designed to monitor compliance with these rules may malfunction or may not timely detect failures to satisfy these obligations, which could result in fines and/or penalties. In many cases where we comply with our obligations, our compliance with rules could cause this business to generate losses.

We cannot assure you that we will continue to be able to effectively compete in the market-making industry.

We cannot be sure that we will be able to compete effectively with current or future competitors in the market-making industry. We compete with significantly larger entities to be the market-maker in ETFs, options and other derivative products. Although we have been able to secure a market share of these market-making businesses, we cannot assure you that our growth in market share will continue as our competitors focus more resources on their market-making and other trading businesses as the derivatives market-making business becomes more competitive and fragmented. Some of our competitors may have significantly greater financial and other resources than we have in our market-making activities and may have greater name recognition. These competitors may be able to respond more quickly to new or evolving opportunities and listing company requirements. They also may be able to undertake more extensive promotional activities to attract new listing companies. Our failure to compete effectively would have an adverse effect on the operating results of our market-making business.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Removed and Reserved

Item 5. Other Information

None.

Item 6. Exhibits

See Exhibit Index.

SIGNATURES

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

COWEN GROUP, INC.

By: /s/ PETER A. COHEN

Name: Peter A. Cohen
Title: *Chief Executive Officer and President*
(principal executive officer)

By: /s/ STEPHEN A. LASOTA

Name: Stephen A. Lasota
Title: *Chief Financial Officer*
(principal financial officer
and principal accounting officer)

Dated: August xx, 2011

Exhibit Index

Exhibit No.	Description
10.1	Employment Agreement with George M.L. LaBranche, IV, dated as of February 16, 2011, by and between Cowen Group, Inc. and George M.L. LaBranche, IV.
31.1	Certification of CEO Pursuant to Section 302 of Sarbanes-Oxley Act of 2002.
31.2	Certification of CFO Pursuant to Section 302 of Sarbanes-Oxley Act of 2002.
32	Certification of CEO and CFO Pursuant to Section 906 of Sarbanes-Oxley Act of 2002.
101	Interactive data files pursuant to Rule 405 of Regulation S-T: (i) the Condensed Consolidated Statements of Financial Condition as of June 30, 2011 and December 31, 2010, (ii) the Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2011 and 2010, (iii) the Condensed Consolidated Statements of Changes in Equity for the six months ended June 30, 2011 (iv) the Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2011 and 2010, and (v) the notes to Condensed Consolidated Financial Statements, tagged as blocks of text.*

* Pursuant to Rule 406T of Regulation S-T, this information is deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under those sections

Exhibit 10.1

Execution Copy

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of this 16th day of February 2011, by and between Cowen Group, Inc., a Delaware corporation (the "Company"), and George M.L. LaBranche, IV (the "Employee").

W I T N E S S E T H:

WHEREAS, Employee is currently employed by LaBranche & Co Inc. as its Chairman and Chief Executive Officer; and

WHEREAS, Employee is a party to an employment agreement with LaBranche & Co Inc., dated as of August 18, 1999 (the "Prior Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Acquisition Agreement, LaBranche & Co Inc. will become a wholly owned subsidiary (directly or indirectly) of the Company; and

WHEREAS, the Company desires to employ Employee and to enter into this Agreement embodying the terms of such employment, and Employee desires to enter into this Agreement and to accept such employment, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Company and Employee hereby agree as follows:

Section 1. **Definitions**.

(a) "Accrued Obligations" shall mean (i) all accrued but unpaid Base Salary through the date of termination of Employee's employment, (ii) any unpaid or unreimbursed expenses incurred in accordance with Section 7 hereof, and (iii) any benefits provided under the Company's employee benefit plans upon a termination of employment, in accordance with the terms contained therein.

(b) "Acquisition Agreement" shall mean that certain Agreement and plan of Merger, dated as of the date hereof, among the Company, Louisiana Merger Sub, Inc., and LaBranche & Co Inc.

(c) "Agreement" shall have the meaning set forth in the preamble hereto.

(d) "Annual Bonus" shall have the meaning set forth in Section 4(b) hereof.

(e) "Base Salary" shall mean the salary provided for in Section 4(a) hereof.

(f) "Board" shall mean the Board of Directors of the Company.

(g) "Cause" shall mean when the Company, in good faith, determines that any of the following occurs: (i) Employee's commission of any felony or conviction of any other crime (whether or not related to Employee's duties at the Company) with the exception of minor traffic offenses, (ii) fraud, gross negligence or substantial misconduct in the performance of Employee's duties and responsibilities or at his direction, (iii) Employee's violation of or failure to comply with the internal policies of the Cowen Group or the rules and regulations of any regulatory or self-regulatory organization with jurisdiction over any member of the Cowen Group, or (iv) Employee's failure to perform the material duties of his position, including, by way of example and not of limitation, the failure or refusal to follow instructions reasonably given by his superiors in the course of employment.

(h) "Closing Date" shall have the meaning set forth in the Acquisition Agreement.

(i) "Code" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(j) "Company" shall have the meaning set forth in the preamble hereto.

(k) "Compensation Committee" shall mean the compensation committee of the Board.

(l) "Cowen Group" shall mean the Company together with any direct or indirect subsidiaries of the Company.

(m) "Delay Period" shall have the meaning set forth in Section 14 hereof.

(n) "Disability" shall mean any physical or mental disability or infirmity of Employee that prevents the performance of Employee's duties for a period of (i) ninety (90) consecutive days or (ii) one hundred twenty (120) non-consecutive days during any twelve (12) month period. Any question as to the existence, extent, or potentiality of Employee's Disability upon which Employee and the Company cannot agree shall be determined by a qualified, independent physician selected by the Company and approved by Employee (which approval shall not be unreasonably withheld). The determination of any such physician shall be final and conclusive for all purposes of this Agreement.

(o) "Employee" shall have the meaning set forth in the preamble hereto.

(p) "Good Reason" shall mean, without Employee's consent, (i) a material diminution in Employee's title, duties, or responsibilities as set forth in Section 3 hereof such that Employee is no longer serving in a senior executive capacity for the Company, (ii) a material reduction in Base Salary set forth in Section 4(a) hereof (other than pursuant to an across-the-board reduction applicable to all similarly situated executives) or the failure of the Company to pay any amounts due pursuant to this Agreement when due, (iii) the relocation of Employee's principal place of employment more than fifty (50) miles from the borough of Manhattan, or (iv) a failure by the Company to re-nominate Employee for election to the Board upon the expiration of his initial term on the Board. Notwithstanding the foregoing, during the Term, in the event that the Board reasonably believes that Employee may have engaged in conduct that could constitute Cause hereunder, the Board may, in its sole and absolute discretion, suspend Employee from performing his duties hereunder, and in no event shall any such suspension constitute an event pursuant to which Employee may terminate employment with Good Reason or otherwise constitute a breach hereunder; *provided*, that no such suspension shall alter the Company's obligations under this Agreement during such period of suspension.

(q) "Non-Interference Agreement" shall mean the Confidentiality, Non-Interference, and Invention Assignment Agreement attached hereto as Exhibit A.

(r) "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization, or other form of business entity.

(s) "Prior Agreement" shall have the meaning set forth in the recitals hereto.

(t) "Release of Claims" shall mean the Release of Claims in substantially the same form attached hereto as Exhibit B (as the same may be revised from time to time by the Company upon the advice of counsel).

(u) "Severance Benefits" shall have the meaning set forth in Section 8(h) hereof.

(v) "Severance Term" shall mean the twenty-four (24) month period following Employee's termination by the Company without Cause (other than by reason of death or Disability) or by Employee for Good Reason.

(w) "Term" shall mean the period specified in Section 2 hereof.

Section 2. **Acceptance and Term**.

The Company agrees to employ Employee, and Employee agrees to serve the Company, on the terms and conditions set forth herein. The Term shall commence on the Closing Date and, unless terminated sooner as provided in Section 8 hereof, shall continue during the period ending on the close of business of the second (2^{nd}) anniversary of the Closing Date.

Section 3. **Position, Duties, and Responsibilities; Place of Performance.**

(a) Position, Duties, and Responsibilities. During the Term, Employee shall be employed and serve as a Senior Managing Director of the Company (together with such other position or positions consistent with Employee's title as the Board shall specify from time to time) and shall have such duties and responsibilities commensurate with such title. Employee shall report to the Chief Executive Officer of the Company. Employee also agrees to serve as an officer and/or director of any other member of the Cowen Group, in each case without additional compensation.

(b) Performance. Employee shall devote substantially all of his business time, attention, skill, and best efforts to the performance of his duties under this Agreement (except for vacation time in accordance with Company policy and absences for sickness or similar disability) and shall not engage in any other business or occupation during the Term, including, without limitation, any activity that (x) conflicts with the interests of the Company or any other member of the Cowen Group, (y) interferes with the proper and efficient performance of Employee's duties for the Company, or (z) interferes with Employee's exercise of judgment in the Company's best interests. Notwithstanding the foregoing, nothing herein shall preclude Employee from (i) serving, with the prior written consent of the Board, as a member of the boards of directors or advisory boards (or their equivalents in the case of a non-corporate entity) of non-competing businesses and charitable organizations, (ii) engaging in charitable activities and community affairs, and (iii) managing his personal investments and affairs; *provided*, *however*, that the activities set out in clauses (i), (ii), and (iii) shall be limited by Employee so as not to materially interfere, individually or in the aggregate, with the performance of his duties and responsibilities hereunder.

Section 4. **Compensation**.

During the Term, Employee shall be entitled to the following compensation:

(a) Base Salary. Employee shall be paid an annualized Base Salary, payable in accordance with the regular payroll practices of the Company, of $750,000.

(b) Discretionary Bonus. During the Term, Employee shall be eligible for payment of a discretionary annual bonus (the "Annual Bonus") if and as determined by the Chief Executive Officer of the Company, in his sole discretion and approved by the Compensation Committee. The amount of the Annual Bonus, if any, shall be determined by the Chief Executive Officer of the Company and approved by the Compensation Committee, in its sole discretion. All Annual Bonus payments hereunder shall be paid by the Company on the date year-end bonuses are paid generally to employees of the Company, subject to Employee's continued employment through the payment date.

Section 5. **Employee Benefits**.

During the Term, Employee shall be entitled to participate in health, insurance, retirement, and other benefits provided generally to senior executive officers of the Cowen Group. Employee shall also be entitled to the same number of holidays and sick days, as well as any other benefits, in each case as are generally allowed to s senior executive officers of the Cowen Group in accordance with the applicable policy as in effect from time to time. Employee shall be entitled to twenty (20) days paid vacation each year during the Term. Nothing contained herein shall be construed to limit the Company's ability to amend, suspend, or terminate any employee benefit plan or policy at any time without providing Employee notice, and the right to do so is expressly reserved.

Section 6. **Key-Man Insurance**.

At any time during the Term, the Company shall have the right to insure the life of Employee for the sole benefit of the Company, in such amounts, and with such terms, as it may determine. All premiums payable thereon shall be the obligation of the Company. Employee shall have no interest in any such policy, but agrees to reasonably cooperate with the

Company in procuring such insurance by submitting to physical examinations, supplying all information required by the insurance company, and executing all necessary documents, provided that no financial obligation is imposed on Employee by any such documents. Any medical information shall be supplied directly to the insurance company and shall not be disclosed to the Company without the Employee's prior written consent.

Section 7. **Reimbursement of Business Expenses**.

During the Term, the Company shall pay (or promptly reimburse Employee) for documented, out-of-pocket expenses reasonably incurred by Employee in the course of performing his duties and responsibilities hereunder, which are consistent with the Company's policies in effect from time to time with respect to business expenses, subject to the Company's requirements with respect to reporting of such expenses.

Section 8. **Termination of Employment.**

(a) General. The Term shall terminate earlier than as provided in Section 2 hereof upon the earliest to occur of (i) Employee's death, (ii) a termination by reason of a Disability, (iii) a termination by the Company with or without Cause, and (iv) a termination by Employee with or without Good Reason. Upon any termination of Employee's employment for any reason, except as may otherwise be requested by the Company in writing and agreed upon in writing by Employee, Employee shall resign from any and all directorships, committee memberships, and any other positions Employee holds with the Company or any other member of the Cowen Group. Notwithstanding anything herein to the contrary, the payment (or commencement of a series of payments) hereunder of any nonqualified deferred compensation (within the meaning of Section 409A of the Code) upon a termination of employment shall be delayed until such time as Employee has also undergone a "separation from service" as defined in Treas. Reg. 1.409A-1(h), at which time such nonqualified deferred compensation (calculated as of the date of Employee's termination of employment hereunder) shall be paid (or commence to be paid) to Employee on the schedule set forth in this Section 8 as if Employee had undergone such termination of employment (under the same circumstances) on the date of his ultimate "separation from service."

(b) Termination Due to Death or Disability. Employee's employment shall terminate automatically upon his death. The Company may terminate Employee's employment immediately upon the occurrence of a Disability, such termination to be effective upon Employee's receipt of written notice of such termination. Upon Employee's death or in the event that Employee's employment is terminated due to his Disability, Employee or his estate or his beneficiaries, as the case may be, shall be entitled only to the Accrued Obligations. Following Employee's death or a termination of Employee's employment by reason of a Disability, except as set forth in this Section 8(b), Employee shall have no further rights to any compensation or any other benefits under this Agreement.

(c) Termination by the Company with Cause.

(i) The Company may terminate Employee's employment at any time with Cause, effective upon Employee's receipt of written notice of such termination; *provided*, *however*, that with respect to any Cause termination relying on clause (iii) or (iv) of the definition of Cause set forth in Section 1(g) hereof, to the extent that such act or acts or failure or failures to act are curable, Employee shall be given not less than thirty (30) days' written notice by the Board of the Company's intention to terminate him with Cause, such notice to state in detail the particular act or acts or failure or failures to act that constitute the grounds on which the proposed termination with Cause is based, and such termination shall be effective at the expiration of such thirty (30) day notice period unless Employee has fully cured such act or acts or failure or failures to act that give rise to Cause during such period.

(ii) In the event that the Company terminates Employee's employment with Cause, he shall be entitled only to the Accrued Obligations. Following such termination of Employee's employment with Cause, except as set forth in this Section 8(c)(ii), Employee shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination by the Company without Cause. The Company may terminate Employee's employment at any time without Cause, effective upon Employee's receipt of written notice of such termination. In the event that Employee's employment is terminated by the Company without Cause (other than due to death or Disability), Employee shall be entitled to:

(i) The Accrued Obligations;

(ii) Continuation of Employee's Base Salary during the Severance Term, payable in accordance with the regular payroll practices of the Company; and

(iii) An amount equal to eighteen (18) times the "applicable percentage" of the monthly COBRA premium cost applicable to Employee if Employee were to elect COBRA coverage in connection with such termination, such amount to be paid in eighteen (18) substantially equal monthly installments following the date of termination; *provided*, that the payments pursuant to this clause (iii) shall cease earlier than the expiration of the eighteen (18) month period in the event that Employee becomes eligible to receive any substantially similar health benefits, including through a spouse's employer, prior to the expiration of such period. For purposes hereof, the "applicable percentage" shall be the percentage of Employee's health care premium costs covered by the Company as of the date of termination.

Notwithstanding the foregoing, the payments and benefits described in clauses (ii) and (iii) above shall immediately terminate, and the Company shall have no further obligations to Employee with respect thereto, in the event that Employee breaches any provision of the Non-Interference Agreement. Following such termination of Employee's employment by the Company without Cause, except as set forth in this Section 8(d), Employee shall have no further rights to any compensation or any other benefits under this Agreement. For the avoidance of doubt, Employee's sole and exclusive remedy upon a termination of employment by the Company without Cause shall be receipt of the Severance Benefits.

(e) Termination by Employee with Good Reason. Employee may terminate his employment with Good Reason by providing the Company thirty (30) days' written notice setting forth in reasonable specificity the event that constitutes Good Reason, which written notice, to be effective, must be provided to the Company within sixty (60) days of the occurrence of such event. During such thirty (30) day notice period, the Company shall have a cure right (if curable), and if not cured within such period, Employee's termination will be effective upon the expiration of such cure period, and Employee shall be entitled to the same payments and benefits as provided in Section 8(d) hereof for a termination by the Company without Cause, subject to the same conditions on payment and benefits as described in Section 8(d) hereof. Following such termination of Employee's employment by Employee with Good Reason, except as set forth in this Section 8(e), Employee shall have no further rights to any compensation or any other benefits under this Agreement. For the avoidance of doubt, Employee's sole and exclusive remedy upon a termination of employment with Good Reason shall be receipt of the Severance Benefits.

(f) Termination by Employee without Good Reason. Employee may terminate his employment without Good Reason by providing the Company ninety (90) days' written notice of such termination. In the event of a termination of employment by Employee under this Section 8(f), Employee shall be entitled only to the Accrued Obligations. In the event of termination of Employee's employment under this Section 8(f), the Company may, in its sole and absolute discretion, by written notice accelerate such date of termination without changing the characterization of such termination as a termination by Employee without Good Reason. Following such termination of Employee's employment by Employee without Good Reason, except as set forth in this Section 8(f), Employee shall have no further rights to any compensation or any other benefits under this Agreement.

(g) Employment following Expiration of the Term. If Employee's employment with the Company continues beyond the expiration of the Term, Employee shall be considered an "at-will" employee and shall not be entitled to any payments or benefits under this Agreement upon any subsequent termination of employment for any reason whatsoever.

(h) Release. Notwithstanding any provision herein to the contrary, the payment of any amount or provision of any benefit pursuant to subsections (d) or (e) of this Section 8 (other than the Accrued Obligations) (collectively, the "Severance Benefits") shall be conditioned upon Employee's execution, delivery to the Company, and non-revocation of the Release of Claims (and the expiration of any revocation period contained in such Release of Claims) within sixty (60) days following the date of Employee's termination of employment hereunder. If Employee fails to execute the Release of Claims in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60) day period, or timely revokes his acceptance of such release following its execution, Employee shall not be entitled to any of the Severance Benefits. Further, to the extent that any of the Severance Benefits constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code, any payment of any amount or provision of any benefit otherwise scheduled to occur prior to the sixtieth (60^{th}) day following the date of Employee's termination of employment hereunder, but for the condition on executing the Release of Claims as set forth herein, shall not be made until the first regularly scheduled payroll date following such sixtieth (60^{th}) day, after which any remaining Severance Benefits shall thereafter be provided to Employee according to the applicable schedule set forth herein. For the avoidance of doubt, in the event of a termination due to Employee's death or Disability, Employee's obligations herein to execute and not revoke the Release of Claims may be satisfied on his behalf by his estate or a person having legal power of attorney over his affairs.

Section 9. **Non-Interference Agreement; Non-Disparagement**.

(a) Non-Interference Agreement. As a condition of, and prior to commencement of, Employee's employment with the Company, Employee shall have executed and delivered to the Company the Non-Interference Agreement. The parties hereto acknowledge and agree that this Agreement and the Non-Interference Agreement shall be considered separate contracts, and the Non-Interference Agreement will survive the termination of this Agreement for any reason.

(b) Non-Disparagement.

(i) Employee agrees that during the Term, and at all times thereafter, he will not intentionally make any disparaging or defamatory comments regarding (a) any member of the Cowen Group or its respective current or former directors, officers, senior executives, or managing directors in any respect, (b) any aspect of his relationship with any member of the Cowen Group or (c) any conduct or events which precipitated any termination of his employment from any member of the Cowen Group. However, Employee's obligations under this subparagraph (i) shall not apply to disclosures required by applicable law, regulation, or order of a court or governmental agency or in connection with any legal proceeding relating to the enforcement of this Agreement or the Non-Interference Agreement.

(ii) The Company agrees that during the Term and at all times thereafter, the Company will instruct its directors, officers, and key employees not to make any disparaging or defamatory remarks against Employee, including remarks regarding any aspect of his relationship with any member of the Cowen Group or any conduct or events which precipitated any termination of his employment from any member of the Cowen Group. However, the Company's obligations under this subparagraph (ii) shall not apply to disclosures required by applicable law, regulation, or order of a court or governmental agency or in connection with any legal proceeding relating to the enforcement of this Agreement or the Non-Interference Agreement.

Section 10. **Representations and Warranties of Employee**.

Employee represents and warrants to the Company that--

(a) Employee is entering into this Agreement voluntarily and that his employment hereunder and compliance with the terms and conditions hereof will not conflict with or result in the breach by him of any agreement to which he is a party or by which he may be bound;

(b) Employee has not violated, and in connection with his employment with the Company will not violate, any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer by which he is or may be bound; and

(c) in connection with his employment with the Company, Employee will not use any confidential or proprietary information he may have obtained in connection with employment with any prior employer.

Section 11. **Taxes**.

The Company may withhold from any payments made under this Agreement all applicable taxes, including but not limited to income, employment, and social insurance taxes, as shall be required by law. Employee acknowledges and represents that the Company has not provided any tax advice to him in connection with this Agreement and that he has been advised by the Company to seek tax advice from his own tax advisors regarding this Agreement and payments that may be made to him pursuant to this Agreement, including specifically, the application of the provisions of Section 409A of the Code to such payments.

Section 12. **Set Off; Mitigation**.

The Company's obligation to pay Employee the amounts provided and to make the arrangements provided hereunder shall be subject to set-off, counterclaim, or recoupment of amounts owed by Employee to the Company or its affiliates; *provided*, *however*, that to the extent any amount so subject to set-off, counterclaim, or recoupment is payable in installments hereunder, such set-off, counterclaim, or recoupment shall not modify the applicable payment date of any installment, and to the extent an obligation cannot be satisfied by reduction of a single installment payment, any portion not satisfied shall remain an outstanding obligation of Employee and shall be applied to the next installment only at such time the installment is otherwise payable pursuant to the specified payment schedule. Employee shall not be required to mitigate the amount of any payment provided pursuant to this Agreement by seeking other employment or otherwise, the amount of any payment provided for pursuant to this Agreement shall not be reduced by any compensation earned as a result of Employee's other employment or otherwise.

Section 13. **Indemnification**.

To the fullest extent permitted by law or the Company's Certificate of Incorporation and By-Laws, the Company agrees, both during and after the Term, (i) to indemnify Employee against actions or inactions of Employee during the Term as an officer, director or employee of any member of the Cowen Group or as a fiduciary of any benefit plan of any of the foregoing and (ii) to reimburse the Employee for all legal fees and expenses incurred in connection with the defense of such actions (including payment of expenses in advance of final disposition of a proceeding). The Company also agrees that Employee shall be covered under the Company's directors and officers insurance coverage both during and, with regard to matters occurring during the Term, after the Term, to the same extent as other senior executives of the Company.

Section 14. **Additional Section 409A Provisions**.

Notwithstanding any provision in this Agreement to the contrary--

(a) Any payment otherwise required to be made hereunder to Employee at any date as a result of the termination of Employee's employment shall be delayed for such period of time as may be necessary to meet the requirements of Section 409A(a)(2)(B)(i) of the Code (the "Delay Period"). On the first business day following the expiration of the Delay Period, Employee shall be paid, in a single cash lump sum, an amount equal to the aggregate amount of all payments delayed pursuant to the preceding sentence, and any remaining payments not so delayed shall continue to be paid pursuant to the payment schedule set forth herein.

(b) Each payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code. Neither the Company nor Executive shall, without consent from the other party, have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code.

(c) To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code), (i) any such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by Employee, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect.

(d) While the payments and benefits provided hereunder are intended to be structured in a manner to avoid the implication of any penalty taxes under Section 409A of the Code, in no event whatsoever shall the Company or any of its affiliates (including, without limitation, the Company) be liable for any additional tax, interest, or penalties that may be imposed on Employee as a result of Section 409A of the Code or any damages for failing to comply with Section 409A of the Code (other than for withholding obligations or other obligations applicable to employers, if any, under Section 409A of the Code).

(e) The intent of the parties hereto is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (except to the extent exempt as short-term deferrals or otherwise) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith.

Section 15. **Successors and Assigns; No Third-Party Beneficiaries**.

(a) The Company. This Agreement shall inure to the benefit of the Company and its respective successors and assigns. Neither this Agreement nor any of the rights, obligations, or interests arising hereunder may be assigned by the Company to a Person (other than another member of the Cowen Group, or its or their respective successors) without Employee's prior written consent (which shall not be unreasonably withheld, delayed, or

conditioned); *provided*, *however*, that in the event of a sale of all or substantially all of the assets of the Company or any direct or indirect division or subsidiary thereof to which the Employee's employment primarily relates, the Company may provide that this Agreement will be assigned to, and assumed by, the acquiror of such assets, it being agreed that in such circumstances, Employee's consent will not be required in connection therewith, but in connection with such transaction, the Company shall require any such acquiror to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such purchase of assets had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement.

(b) Employee. Employee's rights and obligations under this Agreement shall not be transferable by Employee by assignment or otherwise, without the prior written consent of the Company; *provided*, *however*, that if Employee shall die, all amounts then payable to Employee hereunder shall be paid in accordance with the terms of this Agreement to Employee's devisee, legatee, or other designee, or if there be no such designee, to Employee's estate.

(c) No Third-Party Beneficiaries. Except as otherwise set forth in Section 8(b) or Section 15(b) hereof, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Company, the other members of the Cowen Group, and Employee any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 16. **Waiver and Amendments**.

Any waiver, alteration, amendment, or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by each of the parties hereto; *provided*, *however*, that any such waiver, alteration, amendment, or modification must be consented to on the Company's behalf by the Board. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

Section 17. **Severability**.

If any covenants or such other provisions of this Agreement are found to be invalid or unenforceable by a final determination of a court of competent jurisdiction, (a) the remaining terms and provisions hereof shall be unimpaired, and (b) the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

Section 18. **Governing Law and Jurisdiction**.

EXCEPT WHERE PREEMPTED BY FEDERAL LAW, THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN

THAT STATE, WITHOUT REGARD TO CONFLICT OF LAWS RULES. ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR CLAIM OF BREACH HEREOF SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, TO THE EXTENT FEDERAL JURISDICTION EXISTS, AND IN ANY COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK, BUT ONLY IN THE EVENT FEDERAL JURISDICTION DOES NOT EXIST, AND ANY APPLICABLE APPELLATE COURTS. BY EXECUTION OF THIS AGREEMENT, THE PARTIES HERETO, AND THEIR RESPECTIVE AFFILIATES, CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, AND WAIVE ANY RIGHT TO CHALLENGE JURISDICTION OR VENUE IN SUCH COURT WITH REGARD TO ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT ALSO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

Section 19. **Notices**.

(a) Place of Delivery. Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered to the party for whom or which it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided; *provided*, that unless and until some other address be so designated, all notices and communications by Employee to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices and communications by the Company to Employee may be given to Employee personally or may be mailed to Employee at Employee's last known address, as reflected in the Company's records.

(b) Date of Delivery. Any notice so addressed shall be deemed to be given or received (i) if delivered by hand, on the date of such delivery, (ii) if mailed by courier or by overnight mail, on the first business day following the date of such mailing, and (iii) if mailed by registered or certified mail, on the third business day after the date of such mailing.

Section 20. **Section Headings**.

The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof or affect the meaning or interpretation of this Agreement or of any term or provision hereof.

Section 21. **Entire Agreement**.

This Agreement, together with any exhibits attached hereto, constitutes the entire understanding and agreement of the parties hereto regarding the employment of Employee. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this Agreement, including, without limitation, the Prior Agreement.

Section 22. **Survival of Operative Sections.**

Upon any termination of Employee's employment, the provisions of Section 8 through Section 24 of this Agreement (together with any related definitions set forth in Section 1 hereof) shall survive to the extent necessary to give effect to the provisions thereof.

Section 23. **Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

Section 24. **Conditional Upon Closing of Transactions.**

This Agreement shall be conditioned upon the closing of the transactions contemplated by the Acquisition Agreement. In the event that the Acquisition Agreement terminates prior to the closing of the transactions contemplated thereby, this Agreement shall be void *ab initio*.

* * *

[Signatures to appear on the following page.]

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

COWEN GROUP, INC.

/s/ Peter A. Cohen
By: Peter A. Cohen
Title: Chairman and Chief Executive Officer

EMPLOYEE

/s/ George M.L LaBranche, IV
George M.L. LaBranche, IV

EXHIBIT A

CONFIDENTIALITY, NON-INTERFERENCE, AND INVENTION ASSIGNMENT AGREEMENT

As a condition of my becoming employed by, or continuing employment with, Cowen Group, Inc., a Delaware corporation (the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

Section 25. **Confidential Information**.

(a) Company Group Information. I acknowledge that, during the course of my employment, I will have access to information about the Company and its direct and indirect subsidiaries and affiliates (collectively, the "Company Group") and that my employment with the Company shall bring me into close contact with confidential and proprietary information of or concerning the Company Group. In recognition of the foregoing, I agree, at all times during the term of my employment with the Company and for the ten (10) year period following my termination of my employment for any reason, to hold in confidence, and not to use, except for the benefit of the Company Group, or to disclose to any person, firm, corporation, or other entity without written authorization of the Company, any Confidential Information that I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that "Confidential Information" means information that the Company Group has developed, acquired, created, compiled, discovered, or owned or will develop, acquire, create, compile, discover, or own, that has value in or to the business of the Company Group that is not generally known and that the Company wishes to maintain as confidential. I understand that Confidential Information includes, but is not limited to, any and all non-public information that relates to the actual or anticipated business and/or products, research, or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets, customer lists, and customers (including, but not limited to, customers of the Company on whom I called or with whom I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally, or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Confidential Information shall not include (i) any of the foregoing items that have become publicly and widely known through no unauthorized disclosure by me or others who were under confidentiality obligations as to the item or items involved or (ii) any information that I am required to disclose to, or by, any governmental or judicial authority; *provided*, *however*, that in such event I will give the Company prompt written notice thereof so that the Company Group may seek an appropriate protective order and/or waive in writing compliance with the confidentiality provisions of this Confidentiality, Non-Interference, and Invention Assignment Agreement (the "Non-Interference Agreement").

(b) Former Employer Information. I represent that my performance of all of the terms of this Non-Interference Agreement as an employee of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge, or data acquired by me in confidence or trust prior or subsequent to the commencement of my employment with the Company, and I will not disclose to any member of the Company Group, or induce any member of the Company Group to use, any developments, or confidential or proprietary information or material I may have obtained in connection with employment with any prior employer in violation of a confidentiality agreement, nondisclosure agreement, or similar agreement with such prior employer.

Section 26. **Developments**.

(a) Developments Retained and Licensed. I have attached hereto, as Schedule A, a list describing with particularity all developments, original works of authorship, developments, improvements, and trade secrets that I can demonstrate were created or owned by me prior to the commencement of my employment (collectively referred to as "Prior Developments"), which belong solely to me or belong to me jointly with another, that relate in any way to any of the actual or proposed businesses, products, or research and development of any member of the Company Group, and that are not assigned to the Company hereunder, or if no such list is attached, I represent that there are no such Prior Developments. If, during any period during which I perform or performed services for the Company Group both before or after the date hereof (the "Assignment Period"), whether as an officer, employee, manager, director, independent contractor, consultant, or agent, or in any other capacity, I incorporate (or have incorporated) into a Company Group product or process a Prior Development owned by me or in which I have an interest, I hereby grant the Company Group, and the Company Group shall have, a non-exclusive, royalty-free, irrevocable, perpetual, transferable worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell, and otherwise distribute such Prior Development as part of or in connection with such product or process.

(b) Assignment of Developments. I agree that I will, without additional compensation, promptly make full written disclosure to the Company, and will hold in trust for the sole right and benefit of the Company all developments, original works of authorship, inventions, concepts, know-how, improvements, trade secrets, and similar proprietary rights, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or have solely or jointly conceived or developed or reduced to practice, or have caused or may cause to be conceived or developed or reduced to practice, during the Assignment Period, whether or not during regular working hours, provided they either (i) relate at the time of conception, development or reduction to practice to the business of any member of the Company Group, or the actual or anticipated research or development of any member of the Company Group; (ii) result from or relate to any work performed for any member of the Company Group; or (iii) are developed through the use of equipment, supplies, or facilities of any member of the Company Group, or any Confidential Information, or in consultation with personnel of any member of the Company Group (collectively referred to as "Developments"). I further acknowledge that all Developments made by me (solely or jointly with others) within the scope of and during the Assignment Period are "works made for hire" (to the greatest extent permitted by applicable law) for which I am, in part, compensated by my salary, unless regulated otherwise by law, but that, in the event any such Development is deemed not to be a work made for hire, I hereby assign to the Company, or its designee, all my right, title, and interest throughout the world in and to any such Development.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Developments made by me (solely or jointly with others) during the Assignment Period. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, and any other format. The records will be available to and remain the sole property of the Company Group at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company Group policy, which may, from time to time, be revised at the sole election of the Company Group for the purpose of furthering the business of the Company Group.

(d) Intellectual Property Rights. I agree to assist the Company, or its designee, at the Company's expense, in every way to secure the rights of the Company Group in the Developments and any copyrights, patents, trademarks, service marks, database rights, domain names, mask work rights, moral rights, and other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments that the Company shall deem necessary in order to apply for, obtain, maintain, and transfer such rights and in order to assign and convey to the Company Group the sole and exclusive right, title, and interest in and to such Developments, and any intellectual property and other proprietary rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of the Assignment Period until the expiration of the last such intellectual property right to expire in any country of the world; *provided*, *however*, the Company shall reimburse me for my reasonable expenses incurred in connection with carrying out the foregoing obligation. If the Company is unable because of my mental or physical incapacity or unavailability for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Developments or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact to act for and in my behalf and stead to execute and file any such applications or records and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance, and transfer of letters patent or registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, that I now or hereafter have for past, present, or future infringement of any and all proprietary rights assigned to the Company.

Section 27. **Returning Company Group Documents**.

I agree that, at the time of termination of my employment with the Company for any reason, I will deliver to the Company (and will not keep in my possession, recreate, or deliver to anyone else) any and all Confidential Information and all other documents, materials, information, and property developed by me pursuant to my employment or otherwise belonging to the Company. I agree further that any property situated on the Company's premises and owned by the Company (or any other member of the Company Group), including disks and other storage media, filing cabinets, and other work areas, is subject to inspection by personnel of any member of the Company Group at any time with or without notice.

Section 28. **Disclosure of Agreement**.

As long as it remains in effect, I will disclose the existence of this Non-Interference Agreement to any prospective employer, partner, co-venturer, investor, or lender prior to entering into an employment, partnership, or other business relationship with such person or entity.

Section 29. **Restrictions on Interfering**.

(a) Non-Competition. Except as permitted under Section 3(b) of my Employment Agreement (which permission shall continue during the Post-Termination Period), during the period of my employment with the Company (the "Employment Period") and the Post-Termination Period, I shall not, directly or indirectly, individually or on behalf of any person, company, enterprise, or entity, or as a sole proprietor, partner, stockholder, director, officer, principal, agent, or executive, or in any other capacity or relationship, engage in any Competitive Activities, anywhere in the United States or in any other jurisdiction in which the Company Group conducts business, provided that I shall be permitted to passively hold two percent (2%) or less interest in the equity or debt securities of any publicly traded company.

(b) Non-Interference. During the Employment Period and the Post-Termination Period, I shall not, directly or indirectly for my own account or for the account of any other individual or entity, engage in Interfering Activities.

(c) Definitions. For purposes of this Non-Interference Agreement :

(i) "Business Relation" shall mean any current or prospective client, customer, licensee, or other business relation of the Company Group, or any such relation that was a client, customer, licensee, supplier, or other business relation within the six (6) month period prior to the expiration of the Employment Period, in each case, to whom I provided services, or with whom I transacted business, or whose identity became known to me in connection with my relationship with or employment by the Company.

(ii) "Competitive Activities" shall mean (a) any business activity that was conducted by Labranche & Co. Inc. within the one (1) year period prior to its acquisition by the Company, or (b) the execution or trading of securities, ETFs, foreign exchange products, options and commodities for institutional investors in liquid markets.

(iii) "Interfering Activities" shall mean (A) encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any Person employed by, or providing consulting services to, any member of the Company Group to terminate such Person's employment with or services to (or in the case of a consultant, materially reducing such services) the Company Group; (B) hiring any individual who was employed by the Company Group within the six (6) month period prior to the date of such hiring; or (C) encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any Business Relation to cease doing business with or reduce the amount of business conducted with the Company Group, or in any way interfering with the relationship between any such Business Relation and the Company Group.

(iv) "Person" shall mean any individual, corporation, partnership (general or limited), limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization, or other form of business entity.

(v) "Post-Termination Period" shall mean the period commencing on the date of the termination of the Employment Period for any reason and ending on the twenty-four (24) month anniversary of such date of termination.

Section 30. **Reasonableness of Restrictions**.

I acknowledge and recognize the highly competitive nature of the Company's business, that access to Confidential Information renders me special and unique within the Company's industry, and that I will have the opportunity to develop substantial relationships with existing and prospective clients, accounts, customers, consultants, contractors, investors, and strategic partners of the Company Group during the course of and as a result of my employment with the Company. I acknowledge further and recognize that my execution of and compliance with the terms of this Non-Interference Agreement were a material inducement to the parties entering into that certain Agreement and plan of Merger, dated as of the date hereof, among the Company, [Louisiana Merger Sub, Inc.], and LaBranche & Co Inc., in order to protect the business and assets purchased in connection with the transactions contemplated thereby, and that I received substantial consideration in connection with such transactions. In light of the foregoing, I recognize and acknowledge that the restrictions and limitations set forth in this Non-Interference Agreement are reasonable and valid in geographical and temporal scope and in all other respects and are essential to protect the value of the business and assets of the Company Group. I acknowledge further that the restrictions and limitations set forth in this Non-Interference Agreement will not materially interfere with my ability to earn a living following the termination of my employment with the Company and that my ability to earn a livelihood without violating such restrictions is a material condition to my employment with the Company.

Section 31. **Independence; Severability; Blue Pencil**.

Each of the rights enumerated in this Non-Interference Agreement shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company Group at law or in equity. If any of the provisions of this Non-Interference Agreement or any part of any of them is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the remainder of this Non-Interference Agreement, which shall be given full effect without regard to the invalid portions. If any of the covenants contained herein are held to be invalid or unenforceable because of the duration of such provisions or the area or scope covered thereby, I agree that the court making such determination shall have the power to reduce the duration, scope, and/or area of such provision to the maximum and/or broadest duration, scope, and/or area permissible by law, and in its reduced form said provision shall then be enforceable.

Section 32. **Injunctive Relief**.

I expressly acknowledge that any breach or threatened breach of any of the terms and/or conditions set forth in this Non-Interference Agreement may result in substantial, continuing, and irreparable injury to the members of the Company Group. Therefore, I hereby agree that, in addition to any other remedy that may be available to the Company, any member of the Company Group shall be entitled to seek injunctive relief, specific performance, or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Non-Interference Agreement without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach. Notwithstanding any other provision to the contrary, I acknowledge and agree that the Post-Termination Period shall be tolled during any period of violation of any of the covenants in Section 5 hereof and during any other period required for litigation during which the Company or any other member of the Company Group seeks to enforce such covenants against me if it is ultimately determined that I was in breach of such covenants.

Section 33. **Cooperation**.

I agree that, following any termination of my employment, I will continue to provide reasonable cooperation to the Company and/or any other member of the Company Group and its or their respective counsel in connection with any investigation, administrative proceeding, or litigation relating to any matter that occurred during my employment in which I was involved or of which I have knowledge. As a condition of such cooperation, the Company shall reimburse me for reasonable out-of-pocket expenses incurred at the request of the Company with respect to my compliance with this paragraph. I also agree that, in the event that I am subpoenaed by any person or entity (including, but not limited to, any government agency) to give testimony or provide documents (in a deposition, court proceeding, or otherwise) that in any way relates to my employment by the Company and/or any other member of the Company Group, I will give prompt notice of such request to the Company and will make no disclosure until the Company and/or the other member of the Company Group has had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure, provided that such delay is not in violation of any legal obligation or would subject me to any financial or other penalty.

Section 34. **General Provisions**.

(a) Governing Law and Jurisdiction. EXCEPT WHERE PREEMPTED BY FEDERAL LAW, THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE OF THIS NON-INTERFERENCE AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT REGARD TO CONFLICT OF LAWS RULES. ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS NON-INTERFERENCE AGREEMENT OR CLAIM OF BREACH HEREOF SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, TO THE EXTENT FEDERAL JURISDICTION EXISTS, AND IN ANY COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK, BUT ONLY IN THE EVENT FEDERAL

JURISDICTION DOES NOT EXIST, AND ANY APPLICABLE APPELLATE COURTS. BY EXECUTION OF THIS NON-INTERFERENCE AGREEMENT, THE PARTIES HERETO, AND THEIR RESPECTIVE AFFILIATES, CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, AND WAIVE ANY RIGHT TO CHALLENGE JURISDICTION OR VENUE IN SUCH COURT WITH REGARD TO ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS NON-INTERFERENCE AGREEMENT. EACH PARTY TO THIS NON-INTERFERENCE AGREEMENT ALSO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS NON-INTERFERENCE AGREEMENT.

(b) Entire Agreement. This Non-Interference Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Non-Interference Agreement, nor any waiver of any rights under this Non-Interference Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights, or compensation will not affect the validity or scope of this Non-Interference Agreement.

(c) No Right of Continued Employment. I acknowledge and agree that nothing contained herein shall be construed as granting me any right to continued employment by the Company, and the right of the Company to terminate my employment at any time and for any reason, with or without cause, is specifically reserved.

(d) Successors and Assigns. This Non-Interference Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. I expressly acknowledge and agree that this Non-Interference Agreement may be assigned by the Company without my consent to any other member of the Company Group as well as any purchaser of all or substantially all of the assets or stock of the Company, whether by purchase, merger, or other similar corporate transaction, provided that the license granted pursuant to Section 2(a) may be assigned to any third party by the Company without my consent.

(e) Survival. The provisions of this Non-Interference Agreement shall survive the termination of my employment with the Company and/or the assignment of this Non-Interference Agreement by the Company to any successor in interest or other assignee.

* * *

I, George M.L. LaBranche, IV, have executed this Confidentiality, Non-Interference, and Invention Assignment Agreement on the respective date set forth below:

Date: ______________________ ______________________
(Signature)

George M.L. LaBranche, IV
(Type/Print Name)

Signature Page to Confidentiality, Non-Interference, and Invention Assignment Agreement

SCHEDULE A

**LIST OF PRIOR DEVELOPMENTS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED FROM SECTION 2**

Title	Date	Identifying Number or Brief Description

No Developments or improvements

Additional Sheets Attached

Signature of Employee: ______________________

Print Name of Employee: George M.L. LaBranche, IV

Date: ______________________

EXHIBIT B

RELEASE OF CLAIMS

As used in this Release of Claims (this "Release"), the term "claims" will include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, accounts, attorneys' fees, judgments, losses, and liabilities, of whatsoever kind or nature, in law, in equity, or otherwise.

For and in consideration of the Severance Benefits (as defined in my Employment Agreement, dated February 16, 2011, with Cowen Group, Inc. (my "Employment Agreement")), and other good and valuable consideration, I, George M.L. LaBranche, IV, for and on behalf of myself and my heirs, administrators, executors, and assigns, effective as of the date on which this release becomes effective pursuant to its terms, do fully and forever release, remise, and discharge each of the Company and its direct and indirect subsidiaries and affiliates, together with their respective officers, directors, partners, shareholders, employees, and agents (collectively, the "Group"), from any and all claims whatsoever up to the date hereof that I had, may have had, or now have against the Group, whether known or unknown, for or by reason of any matter, cause, or thing whatsoever, including any claim arising out of or attributable to my employment or the termination of my employment with the Company, whether for tort, breach of express or implied employment contract, intentional infliction of emotional distress, wrongful termination, unjust dismissal, defamation, libel, or slander, or under any federal, state, or local law dealing with discrimination based on age, race, sex, national origin, handicap, religion, disability, or sexual orientation. This release of claims includes, but is not limited to, all claims arising under the Age Discrimination in Employment Act ("ADEA"), Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Family Medical Leave Act, and the Equal Pay Act, each as may be amended from time to time, and all other federal, state, and local laws, the common law, and any other purported restriction on an employer's right to terminate the employment of employees. The release contained herein is intended to be a general release of any and all claims to the fullest extent permissible by law.

I acknowledge and agree that as of the date I execute this Release, I have no knowledge of any facts or circumstances that give rise or could give rise to any claims under any of the laws listed in the preceding paragraph.

By executing this Release, I specifically release all claims relating to my employment and its termination under ADEA, a United States federal statute that, among other things, prohibits discrimination on the basis of age in employment and employee benefit plans.

Notwithstanding any provision of this Release to the contrary, by executing this Release, I am not releasing (i) any claims relating to my rights under Section 8 of my Employment Agreement, (ii) any claims that cannot be waived by law, or (iii) my right of indemnification as provided by, and in accordance with the terms of, the Company's by-laws, the Employment Agreement, or a Company insurance policy providing such coverage, as any of such may be amended from time to time.

I expressly acknowledge and agree that I —

- Am able to read the language, and understand the meaning and effect, of this Release;

- Have no physical or mental impairment of any kind that has interfered with my ability to read and understand the meaning of this Release or its terms, and that I am not acting under the influence of any medication, drug, or chemical of any type in entering into this Release;

- Am specifically agreeing to the terms of the release contained in this Release because the Company has agreed to pay me the Severance Benefits in consideration for my agreement to accept it in full settlement of all possible claims I might have or ever have had, and because of my execution of this Release;

- Acknowledge that, but for my execution of this Release, I would not be entitled to the Severance Benefits;

- Understand that, by entering into this Release, I do not waive rights or claims under ADEA that may arise after the date I execute this Release;

- Had or could have had [twenty-one (21)][forty-five (45)](1) days from the date of my termination of employment (the "Release Expiration Date") in which to review and consider this Release, and that if I execute this Release prior to the Release Expiration Date, I have voluntarily and knowingly waived the remainder of the review period;

- Have not relied upon any representation or statement not set forth in this Release or my Employment Agreement made by the Company or any of its representatives;

- Was advised to consult with my attorney regarding the terms and effect of this Release; and

- Have signed this Release knowingly and voluntarily.

I represent and warrant that I have not previously filed, and to the maximum extent permitted by law agree that I will not file, a complaint, charge, or lawsuit against any member of the Group regarding any of the claims released herein. If, notwithstanding this representation and warranty, I have filed or file such a complaint, charge, or lawsuit, I agree that I shall cause such complaint, charge, or lawsuit to be dismissed with prejudice and shall pay any and all costs required in obtaining dismissal of such complaint, charge, or lawsuit, including without limitation the attorneys' fees of any member of the Group against whom I have filed such a complaint, charge, or lawsuit. This paragraph shall not apply, however, to a claim of age

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(1) To be selected based on whether applicable termination was "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967).

discrimination under ADEA or to any non-waivable right to file a charge with the United States Equal Employment Opportunity Commission (the "EEOC"); *provided*, *however*, that if the EEOC were to pursue any claims relating to my employment with Company, I agree that I shall not be entitled to recover any monetary damages or any other remedies or benefits as a result and that this Release and Section 8 of my Employment Agreement will control as the exclusive remedy and full settlement of all such claims by me.

I hereby agree to waive any and all claims to re-employment with the Company or any other member of the Group and affirmatively agree not to seek further employment with the Company or any other member of the Group.

Notwithstanding anything contained herein to the contrary, this Release will not become effective or enforceable prior to the expiration of the period of seven (7) calendar days following the date of its execution by me (the "Revocation Period"), during which time I may revoke my acceptance of this Release by notifying the Company and the Board of Directors of the Company, in writing, delivered to the Company at its principal executive office, marked for the attention of its Chief Executive Officer. To be effective, such revocation must be received by the Company no later than 11:59 p.m. on the seventh (7^{th}) calendar day following the execution of this Release. Provided that the Release is executed and I do not revoke it during the Revocation Period, the eighth (8^{th}) day following the date on which this Release is executed shall be its effective date. I acknowledge and agree that if I revoke this Release during the Revocation Period, this Release will be null and void and of no effect, and neither the Company nor any other member of the Group will have any obligations to pay me the Severance Benefits.

The provisions of this Release shall be binding upon my heirs, executors, administrators, legal personal representatives, and assigns. If any provision of this Release shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force or effect. The illegality or unenforceability of such provision, however, shall have no effect upon and shall not impair the enforceability of any other provision of this Release.

EXCEPT WHERE PREEMPTED BY FEDERAL LAW, THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE OF THIS RELEASE IS GOVERNED BY AND IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT REGARD TO CONFLICT OF LAWS RULES. ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS RELEASE OR CLAIM OF BREACH HEREOF SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, TO THE EXTENT FEDERAL JURISDICTION EXISTS, AND IN ANY COURT SITTING IN THE SOUTHERN DISTRICT OF NEW YORK, BUT ONLY IN THE EVENT FEDERAL JURISDICTION DOES NOT EXIST, AND ANY APPLICABLE APPELLATE COURTS. BY EXECUTION OF THIS RELEASE, THE PARTIES HERETO, AND THEIR RESPECTIVE AFFILIATES, CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, AND WAIVE ANY RIGHT TO CHALLENGE JURISDICTION OR VENUE IN SUCH COURT WITH REGARD TO ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS RELEASE. EACH PARTY TO THIS RELEASE ALSO HEREBY WAIVES ANY RIGHT TO TRIAL BY

JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS RELEASE.

Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in my Employment Agreement.

George M.L. LaBranche, IV
Date:

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Exhibit 31.1

Certification

I, Peter A. Cohen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cowen Group, Inc:

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2011	/s/ PETER A. COHEN
	Name: Peter A. Cohen
	Title: *Chief Executive Officer and President*
	(principal executive officer)

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Exhibit 31.2

Certification

I, Stephen A. Lasota, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cowen Group, Inc:

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2011	/s/ STEPHEN A. LASOTA	
	Name:	Stephen A. Lasota
	Title:	*Chief Financial Officer (principal financial officer and principal accounting officer)*

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Exhibit 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Cowen Group, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2011, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 9, 2011

/s/ PETER A. COHEN

Name: Peter A. Cohen
Title: *Chief Executive Officer and President*
(principal executive officer)

/s/ STEPHEN A. LASOTA

Name: Stephen A. Lasota
Title: *Chief Financial Officer*
(principal financial officer and
principal accounting officer)

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