


UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: <u>Urban Brands, Inc.</u>		Case Number: <u>10-13005 (KJC)</u>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>Allura / Obvious Inc.</u>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <u>Allura / Obvious Inc.</u> <u>1439 S Herbert Avenue.</u> <u>City of Commerce, CA 90023</u>		Court Claim Number: _____ (If known)
Telephone number: _____		Filed on: _____
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: _____		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>12,036</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>Goods Sold</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: _____		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other RECEIVED Describe: _____ OCT 15 2010 Value of Property: \$ _____ Annual Interest Rate _____ % BMC GROUP Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		Amount entitled to priority: \$ _____
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		<i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
Date: <u>10/11/10</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Sung Choi / Sung Choi, president</u>	FOR COURT USE ONLY Urban Brands  00032

Obvious/Allura
 1439 S Herbert Ave
 Commerce, CA 90023

Invoice

Date	Invoice #
5/13/2010	AL200079

Bill To
URBAN BRANDS - ASHLEY STEWART 100 METRO WAY. SECAUCUS, NJ 07094

Ship To
URBAN BRANDS - ASHLEY STEWART 100 METRO WAY. SECAUCUS, NJ 07094

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
12820	10 EOM + 30	JACKI	5/8/2010	ASIANA EXP...		
Quantity	Item Code	Description			Price Each	Amount
1,416	B5119GA	BLOUSE - FIRED			8.50	12,036.00
					Total	\$12,036.00

COMMERCIAL INVOICE

A Consignor (Name and Address of Exporter) MARION INT'L 211 GATES ROAD, UNIT-T LITTLE FERRY, NJ 07643 TEL : 201-440-7906 FAX : 201-440-7910		G No. & date of invoice 1063/DCBJV/10	May 12, 2010
B Consignee (Name and Address of Importer) OBVIOUS, INC 1439 SOUTH HERBERT AVE. CITY OF COMMERCE, CA 90023 T)323-980-1400		L. Documentary Credit No	Date of Issue
C Notify Party 1 MARION INT'L 211 GATES ROAD, UNIT-T LITTLE FERRY, NJ 07643 TEL : 201-440-7906 FAX : 201-440-7910 2 BARTHCO, DIVISION OF OHL 9323 BELLANCA AVENUE LOS ANGELES, CA 90045 TEL : (310) 642-5081 , FAX : (310) 568.9450 EMAIL : jaaguilar@ohl.com		K. Buyer (if other than consignee)	
D Mode of Transport BY AIR		G Expected Date of Export May 8, 2010	
E Carrier KE-376		H Place/Port of Export JAKARTA-INDONESIA	
F Port of Discharge		I Place of Final Delivery NEW YORK	
L. Country of Origin INDONESIA		O. Final Destination NEW YORK	

Ashley Stewart Inc. Div. Of Urban Brands 100 Metro Way Secaucus, NJ 07094	P.O. : 12820 STYLE : B5119GA COLOR : FIRED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">SIZES</td> <td style="width: 10%; border: 1px solid black;">1X</td> <td style="width: 10%; border: 1px solid black;">2X</td> <td style="width: 10%; border: 1px solid black;">3X</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>RATIO</td> <td style="border: 1px solid black;">2</td> <td style="border: 1px solid black;">3</td> <td style="border: 1px solid black;">1</td> <td style="border: 1px solid black;">=</td> <td style="border: 1px solid black;">6</td> <td colspan="4"></td> </tr> </table> TL UNITS/CTN: 72 OF _____ TICKETED? CTN NO.: _____ OF Y or N	SIZES	1X	2X	3X						RATIO	2	3	1	=	6				
SIZES	1X	2X	3X																	
RATIO	2	3	1	=	6															

LADIES 100% POLY WOVEN BLOUSE
 HS NO : 6206.40.30.30

PO NO	STYLE NO	QTY	PRICE (US\$)	AMOUNT (US\$)
12820	B5119GA	1,416 PCS	8.50	12,036.00
TOTAL :		1,416 PCS 118 DOZ	12,036.00	

TOTAL QUANTITY : ONE THOUSAND FOUR HUNDRED SIXTEEN PIECES
 TOTAL AMOUNT : US DOLLARS TWELVE THOUSAND THIRTY SIX ONLY

SIGNED BY : *W.S. Min*

 W.S.Min/Marion Int'l Corp.

DETAILS PACKING LIST

A Consignor (Name and Address of Exporter) MARION INT'L 211 GATES ROAD, UNIT-T LITTLE FERRY, NJ 07643 TEL : 201-440-7906 FAX : 201-440-7910		G No. & date of invoice 1053/DCBJ/V/10 May 12, 2010	
B Consignee (Name and Address of Importer) OBVIOUS, INC 1439 SOUTH HERBERT AVE. CITY OF COMMERCE, CA 90023 T)323-980-1400		L. Documentary Credit No Date of Issue	
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E Carrier KE-376		H Place/Port of Export JAKARTA-INDONESIA	
F Port of Discharge		I Place of Final Delivery NEW YORK	
L. Country of Origin INDONESIA		O.Final Destination NEW YORK	

Marks and Nos and Container Nos Number and Kind of Packages : Description of Goods

Ashley Stewart Inc. Div. Of Urban Brands 100 Metro Way Secaucus, NJ 07094	P.O. : 12820 STYLE : B5119GA COLOR : FIRED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">SIZES</td> <td style="text-align: center;">1X</td> <td style="text-align: center;">2X</td> <td style="text-align: center;">3X</td> <td style="text-align: center;">=</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">RATIO</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">1</td> <td></td> <td></td> </tr> </table> TTL UNITS/CTN: 72 CTN NO.: _____ OF _____ TICKETED? Y or N	SIZES	1X	2X	3X	=	6	RATIO	2	3	1		
SIZES	1X	2X	3X	=	6								
RATIO	2	3	1										

DETAIL PACKING LIST

STYLE NO	PO NO	COLOR	CTN NO	1X	2X	3X	TTL CTN	TTL PCS	GROSS WEIGHT (KGS)	NET WEIGHT (KGS)
B5119GA	12820	FIRED	1-19	24	36	12	19	1,368	220.25	185.25
B5119GA	12820	FIRED	20	16	24	8	1	48	7.73	6.23
TOTAL							20	1,416	227.98	191.48
GRAND TOTAL							20	1,416	227.98	191.48

GROSS WEIGHT 227.98 KGS
 NET WEIGHT 191.48 KGS
 MEAS 1.704 CBM

SIGNED BY : *W.S. Min*

 W.S.Min / Marion Int'l Corp.

ASIANA EXPRESS (NEW YORK) CORP.
 167-10 S. CONDUIT AVE #103
 JAMAICA NY 11434
 TEL : 718-525-6665 FAX : 718-525-6544

DATE	CUSTOMER REF. NO.
05/10/2010	AAEN-210166

THE MERCHANDISE DESCRIBED BELOW
 WILL BE ENTERED AND/OR FORWARDED
 AS FOLLOWS:

DELIVERY ORDER

CARRIER KOREAN AIRLINE		LOCATION KOREAN AIRLINES (B41) CARGO BLDG #8 JFK INTL AIRPORT JAMAICA NY 11430 USA		ORIGIN/DESTINATION PORT JAKARTA, INDONESIA
BL OR AWB NO. 180-73991993	ARR/DEPT. DATE 05/10/2010	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY (DELIVERY ORDER ISSUED TO) ENJ TRANSPORT CORP	
CONTAINER NO.	HOUSE NO. NCS1005035	ENTRY-BL. NO.	CUST. REF. NO. PO# 12820	
FOR DELIVERY TO			ROUTE	
UBI WAREHOUSE- ASHLEY STEWART 100 METRO WAY SECAUCUS NJ 07094 HARSHA TEL:201-319-9093 xt. 21				

NO. OF PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	DO NOT USE
20 CTNS	LADIES 100% POLY WOVEN BLOUSE	248.00 KGS 546.74 LBS	

ORIGINAL DELIVERY ORDER

INLAND FREIGHT

PREPNO / COLLECT

PREPAID

Received In Good Order

By:

PER: HELEINA

URBAN BRANDS
 Marianne Div.
 100 Metro Way
 Secaucus, NJ 07094

RECEIVED
 FAXED
 Date: 5/11/10 Ctns: 20

Received By: OSCAR CORVALAN

Time: 10:49

Comments: SPL

DELIVERY CLERK: DELIVER
 TO CARRIER SHOWN ABOVE

218.02
243.1412
OSCAR CORVALAN

PACKING LIST (air) d/d 7 May

BUYER : ASHLEY STEWART
 ITEM : BLOUSE

CTN Size

CTN	TTL CTN	STYLE	COLOR	SIZE BREAK DOWN				SUB TOTAL	TTL
				1X	2X	3X			
1 - 19	19	B5119 GA	FIRED	456	684	228		1368	1416
20	1			16	24	8		48	
G/TOTAL	20			472	708	236	0	1416	1416

Q'ty Pcs/Ctn : 72Pcs

URBANBRANDS™

ASHLEY STEWART
 100 MADON WAY
 SEASOUC, NJ 07094

201-919-9883 - Fax 201-919-8107

e-commerce
 MAILMANNE
 e-commerce

1. This purchase order must appear on:
 a. An invoice
 b. Each individual carton

PURCHASE ORDER

2. This purchase order is subject to our shipping guide for all Urban Brands requirements.
 3. This purchase order is subject to our agreement to pay any and all charges related to your failure to comply with all requirements listed in the Urban Brands Shipping & Styling Guide.
 4. This purchase order is subject to our shipping guide.
 5. Payment shall be made by check or money order to the address listed on the invoice and terms shall be net 30 days.
 6. Product samples must be submitted for approval prior to delivery free of charge.

ORIGINAL ORDER
 CONFIRMING ORDER

Vendor: 26291
 ALLUDE - OBVIOUS INC
 1439 SOUTH FERRIS AVENUE
 CITY OF OREGON, OR 97025
 United States of America

Bill to:
 Corporate Office
 100 HICRO WAY
 SEASOUC, NJ 07094
 United States of America

1. This purchase order is subject to our shipping guide for all Urban Brands requirements.
 2. This purchase order is subject to our agreement to pay any and all charges related to your failure to comply with all requirements listed in the Urban Brands Shipping & Styling Guide.
 3. Payment shall be made by check or money order to the address listed on the invoice and terms shall be net 30 days.
 4. Product samples must be submitted for approval prior to delivery free of charge.

Page 2
 PO#: 12920

Entry Date: 2/28/10
 To Be Received After: 5/10/10
 To Be Received Before: 5/12/10

Boxes - 21 BARSBLS SHIP FLAT CORRER (4/16-22-24(231))

Order Style: PASADENA
 State Number: PASADENA
 Description: PASADENA DELIGHT BTDO F04C
 Style Pack Totals: 1,500
 100% COTTON

12 1446 1828 2224 2428
 500 750 250
 10.75 Retail: 29.00
 42.9 % Total style qty: 1,500

Total qty: 1,500

Unit packs on PO: 990.00
 Total Est Cost: 16,125.00
 Total Est Retail: 42,589.00
 Total PO Qty: 1,500

Attn: Jackie

To: Michelle Killian 1 page

URBAN BRANDS, INC.

MERCHANDISE PAYABLES VENDOR FORM

VENDOR NUMBER [] CHANGE [] ADDITION []

IS THIS A JEWELRY/WATCH VENDOR? YES [] NO [X]

VENDOR NAME Allura- Obvious Inc.

VENDOR ADDRESS 1439 South Herbert Avenue (BILLING ADDRESS - NOT SHOWROOM ADDRESS)

CITY City of Commerce STATE CA ZIP 90023 PHONE # 323-980-1406 FAX # 323-980-1443

FACTOR NAME Hana Financial Inc. FACTOR ADDRESS File No. 50516 Los Angeles, CA 90074-0516 Tel: 213-240-1234

RETURN ADDRESS

VENDOR NAME Allura- Obvious Inc. ADDRESS 1439 South Herbert Avenue (Warehouse) City of Commerce, CA 90023 PHONE # 323-980-1412 ATTENTION Mike

TICKET ADDRESS

VENDOR NAME Allura - obvious Inc ADDRESS 214 West 39 Street Suite 300 (Warehouse) New York, NY 10018 PHONE# 212-278-0007 ATTENTION Peter Kim

PERSON REQUESTING CHANGE EXT NO. DATE OF REQUEST

AUTHORIZED SIGNATURE [Signature] DATE 2/3/10

PAYMENT TERMS EOM 10+30 4% Warehouse and 2 % Volume Allowance Additional 2 % Trade Discount for Jewelry Vendors Per conversation w/ Mike Bate : NET 45

MARIANNE LTD [X] ASHLEY STEWART

11/20/2009

TERMS AND CONDITIONS OF PURCHASE

The offer is made on the terms and conditions of the purchase order and the invoice. The purchase order and the invoice are the only documents that govern the purchase. The purchase order and the invoice are the only documents that govern the purchase. The purchase order and the invoice are the only documents that govern the purchase.

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Through the establishment of these policies, UBI believes it is most effectively its economic leverage with suppliers and manufactures to encourage their full compliance with laws designed to protect their workers; suppliers or manufactures who violate these laws know the consequences of their actions. In addition to its commitment to fully enforce its policies with suppliers and manufactures, UBI is committed to cooperating with Federal and State agencies that ultimately are responsible for enforcing these laws.

Please sign in the space provided below and return one fully executed copy to Urban Brands, Inc., 100 Metro Way, Secaucus, New Jersey 07904. Attention: Traffic Dept. Your signature acknowledges that you have received a copy of UBI's policy, have read it, understand its contents and consequences, and are in compliance.

We thank you for your cooperation and look forward to a successful relationship with your company.

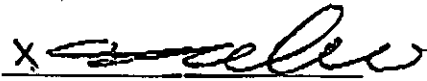
Very truly yours,

Acknowledged and agreed to:

Obvious, Inc
Company Legal Name

Trading As


Urban Brands Inc.
Ethan Shapiro
Chief Executive Officer

X 
Authorized Signature (must be an officer)

Sung Choi
Print Name

2/22/10
Date