

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor: Urban Brands Inc et al

Case Number: 10-13005

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): Wells Fargo Financial Leasing Inc

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: 800 Walnut Street MAC F4031-050 Des Moines, IA 50309

Court Claim Number: (If known)

Telephone number: 800-247-0032

Filed on:

Name and address where payment should be sent (if different from above):

RECEIVED OCT 14 2010 BMC GROUP

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:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$69,947.66

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.

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.

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.

Specify the priority of the claim.

2. Basis for Claim: Lease Agreement (See instruction #2 on reverse side.)

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: 5104 & 0010

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.)

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.

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Nature of property or right of setoff: Real Estate Motor Vehicle Other

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).

Value of Property: \$ Annual Interest Rate %

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: \$

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Other - Specify applicable paragraph of 11 U.S.C. §507(a)().

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or 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.)

Amount entitled to priority:

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

*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.

If the documents are not available, please explain:

FOR COURT USE ONLY

Date: 10/4/10

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or D 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.

Kelley Schneider

Kelley Schneider, Bankruptcy Specialist

Urban Brands 00041

Equipment Lease Agreement

Lessee Number:
 Lessee's Fed Tax ID Number:



Lessee (Customer) - Use EXACT registered name if a corp., LLC or LP URBAN BRANDS INC	Lessee's Chief Executive Office - Street 100 METRO WAY	CITY SECAUCUS
Equipment Seller QUALITY BUSINESS SOLUTIONS	State County NJ HUDSON	Zip 07064
		Lessee's Telephone (not cell) (201) 318-9083

1. **LEASE OF EQUIPMENT.** You (the above referenced lessee/customer) agree to lease from Us (Wells Fargo Financial Leasing, Inc.) the equipment listed below (together with all replacements and embedded software, the "Equipment") upon the terms stated herein (the "Lease"). This Lease will begin on a date designated by Us after We accept and sign this contract (the "Commencement Date") and is non-cancelable for the full term set forth below (the "Term"). If the Equipment includes any software, You agree that We don't own the software and You are responsible for entering into any necessary software license agreements with the licensors of such software. This Lease contains the final agreement between You and Us and may be changed only by a written agreement signed by You and Us. This Lease may be signed in counterparts, each of which shall be deemed a fully executed original. After you sign this Lease, We may insert any information missing in the boxes herein and change the payment amount by up to 15% due to a change in the Equipment or a tax or other payment miscalculation. You agree that a facsimile of this Lease shall be as valid and enforceable as the original.

Equipment Description: <input type="checkbox"/> See Attached Schedule	Quantity	Equipment Make, Model & Serial Number (Required)	Quantity	Equipment Make, Model & Serial Number (Required)
	1	KM - 2050 SYSTEM		

Equipment Location (if other than "Chief Executive Office" stated above):	Term: 36 months	Security Deposit (if any): \$0
Advance Payment (any): \$0.00	applied as <input type="checkbox"/> first payment <input type="checkbox"/> first and last payments <input type="checkbox"/> other:	
Lease Payment: \$112.00	per <input checked="" type="checkbox"/> month <input type="checkbox"/> quarter <input type="checkbox"/> other:	Check here <input type="checkbox"/> if Lease Payment includes sales/use tax.

2. **CASH PRICE/TIME PRICE.** You agree that prior to entering into this Lease, You could have purchased the Equipment from the Seller for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Term. The Time Price equals the Lease Payment amount shown above multiplied by the total number of Lease Payments to be paid over the Term, as shown above. You agree that the Time Price does not include interest. However, if the Time Price should be determined to include interest, then you agree that (i) each Lease Payment includes an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Term is to be calculated by subtracting the amount we pay the Seller ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our Investment down to zero by applying all periodic Lease Payments as payments (and this rate calculation method assumes that each periodic Lease Payment is received by Us on the due date), and (iv) none of the fees or costs we may charge You pursuant to this Lease (including but not limited to check-dishonor fees, UCC filing fees, late fees, documentation or processing fees) shall be deemed to be interest.

3. **APPLICATION OF PAYMENTS; LATE PAYMENTS; DEFAULT INTEREST SAVINGS CLAUSE.** Restrictive endorsements on checks are not binding on Us. If any check is dishonored, You shall pay a fee of \$20.00. All payments will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (as defined in Section 8) that You pay is non-interest bearing. If We do not receive a payment by its due date, You agree to pay (i) a late fee equal to the greater of 10% of the late amount or \$20.00 and (ii) additional interest of 1.5% per month ("Default Interest") on the late portion from the due date to the date paid. You agree that the amount of the late fee is reasonable, taking into account the operational burdens and costs flowing from dishonored checks, and that this fee is not a penalty. You agree that Default Interest is reasonable compensation for the time-value of money received late and is not a penalty. You agree that if any of these fees, or any other fees, charges or amounts billed or collected by Us under this Lease is greater than the amount allowed by law, including, without limitation, any amount that exceeds any applicable usury limit, the excess amount will either be refunded to You or applied to any other amount then due hereunder, whichever You elect.

4. **NO WARRANTIES; DISCLAIMERS; INDEMNIFICATION.** You are leasing the Equipment "as is." We hereby disclaim all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. You agree that (a) the Seller is NOT Our agent and no statement by the Seller is binding on Us; (b) if You have a warranty or other contract with the Seller, it is NOT part of this Lease (even though We may, on behalf of the Seller, bill You for monies owed by You to Seller), and no breach by the Seller will excuse Your obligations to Us; and (c) if the Equipment is unsatisfactory for any reason, You shall continue to make all payments to Us. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims (including claims for personal injuries, damages, losses and costs (including but not limited to reasonable attorney fees) made against or suffered by Us involving or relating to, the possession, ownership, use or maintenance of the Equipment. This obligation shall survive the termination of this Lease.

5. **SECURITY INTEREST; LOCATION, USE AND MAINTENANCE OF EQUIPMENT.** You hereby (i) grant Us a first priority lien and security interest in the Equipment and all proceeds thereof and authorize Us to record Uniform Commercial Code ("UCC") financing statements in order to perfect such security interest. At the end of the Term, You shall purchase Our interest in the Equipment for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment until You have paid to Us all other amounts then due and owing hereunder. During the Term, You shall not, without Our prior written consent, permit the Equipment to become subject to any liens or encumbrances or make any alterations thereto. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us access to the Equipment so that We may inspect it, and You agree to pay Our inspection costs, whether performed prior to or after the Commencement Date. **AS PER ATTACHED LETTER AG.**

6. **LOSS, DAMAGE, INSURANCE.** You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment, (ii) keep the Equipment insured against all risks of damage and loss in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry liability insurance covering bodily injury and property damage in an amount acceptable to Us, with Us named as "additional insured." You shall provide Us with evidence of such insurance containing other terms acceptable to Us ("Insurance Proof") within 30 days of the Commencement Date. If you fail to do so, or if such insurance terminates for any reason, then (a) We have the right, but not the obligation, to obtain such insurance in such forms and amounts from an insurer of Our choosing ("Other Insurance"), and (b) You agree to pay a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us, billing and tracking fees, charges for Our processing and related fees, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advance We make for premiums (collectively, the "Insurance Charge"). We and/or any or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than the cost to You if You obtained insurance on Your own.

7. **ASSIGNMENT.** You shall not sell, transfer, assign or encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will have all of Our rights but will not have to perform Our obligations (if any). You agree not to assert against the New Owner any claim or defense You may have against Us.

8. **TAXES; OTHER FEES.** You are responsible for all sales, property and other taxes and other governmental charges relating to this Lease or the Equipment (collectively, "Governmental Charges"). We may bill You for estimated future Governmental Charges, and You agree to promptly pay the same. You authorize Us to pay Governmental Charges as they become due, and You agree to reimburse Us upon demand therefor (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to prepare and file property tax returns in Your name, and You agree to pay Us a fee for the same. You agree to pay Us upon demand (i) for Our costs of filing, amending and releasing UCC financing statements, (ii) a processing fee of \$75.00 (or as otherwise agreed) to cover Our administrative costs in originating this Lease, and (iii) a fee for each additional service We may provide to You at Your request during this Lease. You agree that the fees set forth herein may include a profit.

9. **DEFAULT.** If You breach this or any other agreement between You and Us, We may: (A) cancel this Lease, (B) enter Your premises and take possession of the Equipment (including any software), (C) require You to pay to Us on demand (i) all amounts then due hereunder, (ii) all remaining Lease Payments for the Term discounted at a rate of 6% per annum, (iii) Default Interest on the amounts specified above from the date of demand to the date paid, and (iv) all other amounts to become due hereunder, and/or (D) exercise any other remedy available under law. You agree to pay all of Our reasonable enforcement costs (including, without limitation, reasonable attorney fees). If We are able to remarket the Equipment, We will give You a credit in an amount equal to the present value of the proceeds to be received therefrom minus the above-mentioned costs. This Lease shall be governed by the laws of the State of Iowa, but without regard to Iowa's choice-of-law laws. All legal actions relating to this Lease shall be filed exclusively in a state or federal court located in Polk County, Iowa. You hereby consent to personal jurisdiction in such courts. You hereby waive Your right to a trial by jury in any legal action between You and Us.

Lessee: By: <i>X [Signature]</i> Date: <u>5/22/08</u>	Accepted by Wells Fargo Financial Leasing, Inc., Des Moines, Iowa: By: <i>[Signature]</i>
Print name: _____ Title: _____	Commencement Date: <u>5/25/08</u> (to be filled in by Wells Fargo)



Equipment Lease Agreement

Lease Number 1

Vendor (full legal name) Digital Products INC. Lessee (full legal name) URBAN BRANDS, INC.
 Address 930 Riverview Drive Address 100 Metro Way 1st Floor
 City Totown State NS County _____ Zip Code 07512 City Secaucus State NJ County _____ Zip Code 07094
 Telephone 301-319-9093 State of Organization _____ Organization ID # _____ Federal ID # _____

Dear Customer: We've written this Equipment Lease (the "Lease") in simple and easy-to-read language because we want you to understand its terms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Lessee indicated above. The words we, us and our refer to the Lessor indicated herein.

Lease Agreement: We agree to lease to you and you agree to lease from us the Equipment listed below (the "Equipment"). You promise to pay us the lease payments shown below according to the payment schedule below.

Quantity	Equipment Model & Description	Model Number	Serial Number
1	Bizhub Pro 6500		A03L010E00058
2	KM 6030		J3009631 J3009946

Equipment to be new unless otherwise noted: Used Reconditioned
 Equipment Location (if different from Lessee address above)
 Address _____
 City _____ State _____ County _____ Zip Code _____ Lessee Contact Name _____ Telephone Number _____

Transaction Terms: Amount of Payments \$ 8409.00 (plus applicable taxes) Advance Payment \$ 0 Payment Frequency: Monthly Quarterly
 LEASE TERM 36 Months Security Deposit \$ 0 Other (attach schedule)

Your payments shown above may not include any applicable tax. If any taxes are due you authorize us to pay the tax when it is due and agree to reimburse us by adding a charge to your monthly payment. You authorize us to insert or correct missing or incorrect information on the Lease; we will send you notice of such changes. Payments will be applied first to past due balances, taxes, fees, and late charges, and then to the current amount due.

You agree to all the terms and conditions shown above and on the reverse side/next page of this Lease, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement between you and us. Terms or oral promises which are not contained in this written Lease may not be legally enforced. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Lease.

This Lease is not binding on us until we accept it by signing below. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

This lease may not be terminated early.

Lessor: Wells Fargo Financial Leasing, Inc. Lessee: URBAN BRANDS, INC.
 By [Signature] By [Signature]
 Accepted on behalf of Lessor on 2/6/07 Name MIKE ABATE
 Des Moines, Iowa Title VP TREASURER

You agree that a facsimile copy of this Lease bearing signatures may be treated as an original.

Guaranty: In this guaranty, you mean the person making the guaranty, and we, us and our refer to the Lessor indicated above. You guarantee that the Lessee will make all payments and pay all the other charges required under this Lease/Rental Agreement and under any other agreement now or hereafter entered into between the Lessee and us (the "agreement(s)") when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may make other arrangements with the Lessee and you will still be responsible for those payments and other obligations. We do not have to notify you if the Lessee is in default. If the Lessee defaults, you will immediately pay in accordance with the default provisions of the agreement(s) all sums due under the terms of the agreement(s) and you will perform all other obligations of Lessee under the agreement(s). You will reimburse us for all the expenses we incur in enforcing any of our rights against the Lessee or you, including attorney fees. THE SAME STATE LAW AS THE AGREEMENT WILL GOVERN THIS GUARANTY. YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE AGREEMENT. You agree to waive your right to a trial by jury in an action between you and us.

I authorize you to obtain and update my personal credit information from any consumer credit reporting agency or other source in connection with your acceptance of the within Personal Guaranty.

Personal Guaranty: By X _____, Individually Name (Print) _____
 Personal Guaranty: By X _____, Individually Name (Print) _____



Equipment Lease

RENT/TERM OF LEASE: You agree to pay us the amount specified in this Lease as the Lease payment (plus any applicable taxes) when each payment is due. This Lease goes into effect on the date you sign the Delivery and Acceptance Certificate ("Effective Date"). The term of this Lease begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Lease Term" on the face of this Lease. The Lease payments are payable in advance periodically as stated in or on any schedule to this Lease unless we notify you otherwise. You agree to pay an interim Lease payment in the amount of one-thirteenth (1/13th) of the Lease payment for each day from and including the Effective Date until the day preceding the Commencement Date.

PAYMENT: You agree to make payment either electronically or by mail. We will provide you with an "Authorization Agreement for Electronic Payments" agreement. You authorize us to charge the Lease payment by not more than 15% due to changes in the Equipment configuration, which may occur prior to our acceptance of this Lease. Restricitive endorsements on checks you send to us will not reduce your obligations to us. Whichever any Lease payment or other payment is not made when due, you agree to pay us, within one month, a late charge of the greater of ten percent (10%) of the payment or \$20.00 for each delayed payment for our internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law.

LOCATION AND OWNERSHIP OF EQUIPMENT: You will keep and use the Equipment only at the Equipment location address. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it. You agree to pay the costs incurred by us to verify installation of the Equipment prior to commencement or during the term of the Lease. We are the owner of the Equipment and have title to the Equipment.

USE, MAINTENANCE AND INSTALLATION: You are responsible for protecting the Equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay rent. You will not move the Equipment from the Equipment location without our advance written consent. You will give us reasonable access to the Equipment location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

REDELIVERY OF EQUIPMENT; RENEWAL: You shall provide us with written notice, by certified mail, sent not less than 120 days nor more than 180 days prior to the expiration of the Lease term or any renewal Lease term, of your intention either to exercise any option to purchase it but not less than all of the Equipment (if we grant you such an option) or cancel the Lease and return the Equipment to us at the end of the Lease term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Lease, you agree to return the Equipment in accordance with the paragraph titled Return of Equipment. Upon your purchase or return of the Equipment, we may charge you a title transfer or Lease termination fee of up to \$75.00. If we have not received written notice from you of your intention to purchase or return the Equipment, this Lease will automatically renew for succeeding one-year periods commencing at the expiration of the original Lease term. If this Lease is renewed, the first renewal payment will be due the first day after the original Lease term expired. Any security deposit held by us shall continue to be held to secure your performance for the renewal period.

LOSS; DAMAGE; INSURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost until the Lease is paid in full. You will also carry public liability insurance with respect to the Equipment and the use thereof. You will list us as loss payee and give us written proof of this insurance before the Lease term begins. **IF YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, OR WE MAY CHARGE YOU A MONTHLY CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST DUE TO THE INCREASED CREDIT RISK TO US AS WELL AS TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE FROM YOU.** You agree to appoint us your attorney-in-fact to sign your name to any document for the purpose of making claims for, receiving payment of and to execute and endorse all documents, checks or drafts for loss or damage under any insurance policies.

ASSIGNMENT; YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may without notice sell, assign or transfer this Lease. You agree that if we sell, assign, or transfer this Lease, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.

TAXES AND FEES: You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration taxes, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Lease or as billed by us. You agree to pay us any estimated taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee not in excess of one hundred and fifty thousandths of one percent (i.e., 1.50%) of the original Equipment cost or a comparable annual fee if we bill annually to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (i) bill monthly the estimated applicable personal property taxes together with the fees described herein and (ii) bill any remaining estimated amount due upon assessment of such taxes. Your estimated monthly payment will be based on the full amount of such taxes, without regard to any discounts we may obtain. You also agree to appoint us as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the Equipment. We may charge you and you shall pay to us a one time administrative fee of up to \$75.00 to reimburse us for documentation and investigation costs. You also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other fees incurred by us.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse us for and to defend us against any claims for the losses or injuries caused by the Equipment.

DEFAULT: If you do not pay rent when due or if you break any of your promises to this Lease or any other lease or agreement between us, you will be in default. If you default, we may do any or all of the following: (1) require that you immediately pay all payments that are due or to become due under this Lease, plus the residual value we have placed on the equipment, plus any other charges due or to become due under this Lease, plus any applicable taxes (2) require you to return the Equipment in accordance with the paragraph titled RETURN OF EQUIPMENT (3) use any other remedies available to us under the Uniform Commercial Code or any other law. If we refer this Lease to an attorney for collection, you agree to pay our reasonable attorney's fees and actual costs, including our travel costs to any deposition or court proceeding. You agree to pay all of our recovery costs after a default, including: (1) reasonable attorney's fees or \$1,500.00, whichever is greater; (2) reasonable attorney's fees for getting a repossession order; (3) cost of suit; (4) \$250.00 to cover our internal collection overhead; (5) \$250.00 to cover our internal repossession and remarketing overhead; (6) if an internal repossession is made or attempted including travel costs to any deposition or court proceeding; and (7) all other reasonable out-of-pocket costs. You agree now that the above amounts are good and reasonable predictions of what actual costs and overhead will be and are not penalties. You agree that any delay or failure to enforce our rights under this Lease does not prevent us from enforcing any rights to a later time.

SECURITY DEPOSIT: We will retain any required security deposit to ensure your performance of your obligations. Any security deposit is non-interest bearing. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly restore any amount so applied. If you are not in default, any security deposit will be returned to you within 90 days after the end of the original or renewal Lease term (or as otherwise required by applicable law), or at your direction we may apply the security deposit towards your purchase of the Equipment (if we grant you a purchase option).

RETURN OF EQUIPMENT: If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Lease term, you will immediately return the Equipment to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with the paragraph titled Redelivery of Equipment; Renewal, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories, including manuals and licenses. You will continue to pay Lease payments until the Equipment is received and accepted by us.

FINANCE LEASE: You agree that if Article 2A-Leases of the Uniform Commercial Code is deemed to apply to this Lease, this Lease will be considered a finance lease as that term is defined in Article 2A. To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon you under UCC Sections 2A-303 and 2A-508 through 522.

APPLICABLE LAW: You understand that the Equipment may be purchased for cash or it may be leased. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from us for the term of this Lease, and that you have agreed to pay the specified Lease payment and other fees described herein. We both intend to comply with applicable laws. If it is determined that your Lease payment results in a payment greater than would be allowed by applicable law, then any excess collected by us will be applied to any outstanding balance due and owing under this Lease adjusted to conform with such applicable law. In no event will we charge or receive or will you pay any amounts in excess of that allowed by applicable law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. The parties agree that this agreement shall be treated as though executed and performed in Polk County, Iowa, and any legal actions relating to this Agreement must be instituted in the courts of Polk County, Iowa or the United States District Court for the Southern District of Iowa, which shall have exclusive jurisdiction. You and we waive the right to trial by jury in an action between us.

ADDITIONAL SERVICES: To request copies of your billing or payment history or for other information or services with respect to your Lease, please contact us. You will be charged a reasonable fee for these services.

OTHER CONDITIONS: You understand and agree that: **YOUR DUTY TO MAKE THE LEASE PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM, IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR, OR IF THE VENDOR OR ANY OTHER PERSON FAILS TO PROVIDE ANY SERVICE, OR IF THE EQUIPMENT IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE ANY SUCH CLAIM SOLELY AGAINST THE VENDOR OR OTHER PERSON AND WILL MAKE NO CLAIM AGAINST US.**

NO WARRANTIES: We are leasing the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Lease all warranties, if any, made by manufacturer or supplier to us. We are not liable to you for any modifications or rejection of supplier or manufacturer warranties. You agree to continue making payments to us under this Lease regardless of any claims you may have against the supplier or manufacturer. **YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO: (a) cancel or repudiate the Lease; (b) reject or revoke acceptance of the Equipment; (c) grant a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) "cover" by making any purchase or lease of substitute Equipment; and (f) seek specific performance against us.**

YOU UNDERSTAND THAT WE ARE A SEPARATE AND INDEPENDENT COMPANY FROM ANY VENDOR OR MANUFACTURER AND THAT NEITHER THE VENDOR NOR ANY OTHER PERSON IS OUR AGENT. YOU AGREE THAT NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE VENDOR OR OTHER PERSON IS BINDING ON US, AND NO BREACH BY THE VENDOR OR OTHER PERSON WILL EXCUSE YOUR OBLIGATIONS TO US.

If you have entered into a maintenance, service or similar agreement (a "Maintenance Agreement") with the Vendor relative to the Equipment, you acknowledge and agree that: (i) we are not a party to the Maintenance Agreement, (ii) if the cost to you of such maintenance and services is included in your monthly lease payment, we are collecting such costs as an administrative convenience to you and the Vendor, (iii) you will look only to the Vendor for the provision of any maintenance, repairs and other services required or permitted under any Maintenance Agreement, and we have no maintenance, repair, service or other obligations or liabilities whatsoever under any Maintenance Agreement or otherwise, (iv) your obligations under this Lease (including, without limitation, the obligation to make complete and timely payments of all amounts due under this Lease) are unconditional notwithstanding any failure on the part of the Vendor to perform under any Maintenance Agreement, and (v) notwithstanding any dispute regarding a party's performance under a Maintenance Agreement, you will continue to pay to us all amounts which may become due under this Lease.

[Signature]
 Lessee: Please Initial if submitting via facsimile.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 9401 WELLS FARGO FIN

UCC Direct Services 14520493
P.O. Box 29071
Glendale, CA 91209-9071 NJNJ

JUN 02 2008

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
URBAN BRANDS INC.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
100 METRO WAY 1ST FL SECAUCUS NJ 07094 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION CORPORATION 1f. JURISDICTION OF ORGANIZATION NJ 1g. ORGANIZATIONAL ID #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Wells Fargo Financial Leasing, Inc.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
800 Walnut Street F4031-040 Des Moines IA 50309 USA

4. This FINANCING STATEMENT covers the following collateral:

Exhibit A Debtor: URBAN BRANDS INC. Secured Party: Wells Fargo Financial Leasing, Inc. This UCC-1 Financing Statement covers all of Debtor's right, title and interest in and to the following: KYOCERA MITA COPIER 2050 J3115908 and all existing and future accessions, accessories, attachments, replacements, replacement parts, additions, substitutions and repairs thereto, software programs embedded therein, and all proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof.

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5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
14520493 B. BURNS

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	11009 WELLS FARGO PA
UCC Direct Services	10330989
P.O. Box 29071	NJNJ
Glendale, CA 91209-9071	

DEPARTMENT OF TREASURY
 CDS SECTION
 FILED
 2007 FEB 13 P 5:00

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME URBAN BRANDS, INC.			
OR			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 100 METRO WAY, 1ST FLOOR		CITY SECAUCUS	STATE NJ
		POSTAL CODE 07094	COUNTRY
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION NJ
			1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME WELLS FARGO FINANCIAL LEASING INC			
OR			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 365 WEST PASSAIC ST		CITY ROCHELLE PARK	STATE NJ
		POSTAL CODE 07662	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

Exhibit B Debtor: URBAN BRANDS, INC. Secured Party: Wells Fargo Financial Leasing, Inc. This UCC-1 Financing Statement covers all of Debtor's right, title and interest in and to the following: Quantity Description of Goods Serial Numbers (if known) 1 - BIZHUB PRO COPIER S#A03601000058 2 - KM6030 COPIERS S# J3009631, J3009546.

and all existing and future accessions, accessories, attachments, replacements, replacement parts, additions, substitutions and repairs thereto, software programs embedded therein, and all proceeds (cast and non-cash), including the proceeds of all insurance policies, thereof.

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J 3385330

5. ALTERNATIVE DESIGNATION (if applicable)	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable).	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

10330989

Account #	Pre-Petition Arrearage	Pmts Rmning	Monthly Pmt	Total Monthly Pmts	Total Balance for Lease Agmt ***
0010-001	\$ 21,193.33	9	\$6,039.18	\$54,352.62	\$54,352.62
0010-002	\$ 5,469.97	8.00	\$869.83	\$6,958.64	\$6,958.64
0010-003	\$ 5,469.97	8.00	\$869.83	\$6,958.64	\$6,958.64
5104-001	\$ 654.30	14	\$ 119.84	\$1,677.76	\$1,677.76
	\$ 32,787.57				\$69,947.66