

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: Urban Brands, Inc.		Case Number: 10-13005	
<i>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.</i>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Marlin Leasing Corporation		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent: Marlin Leasing Corporation 300 Fellowship Road Mount Laurel, NJ 08054		Court Claim Number: _____ <i>(If known)</i>	
Telephone number: (888) 479-9111		Filed on: _____	
Name and address where payment should be sent (if different from above): Same as 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>5,960.41</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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) 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). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* 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)(). Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>	
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 checked="" 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>Leased Equipment</u> <i>(See instruction #2 on reverse side.)</i>			
3. Last four digits of any number by which creditor identifies debtor: <u>8104</u> 3a. Debtor may have scheduled account as: <u>1-0178104-8</u> <i>(See instruction #3a on reverse side.)</i>			
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 Describe: 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: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
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. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
Date: 10/18/2010	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. Kerby Pagnotto, Legal Administrative Assistant		

RECEIVED
OCT 28 2010
BMC GROUP

FOR COURT USE ONLY
FILED
AM 8:44
2010 OCT 28
DELAWARE COUNTY COURT

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.



BML

PROOF OF CLAIM EXHIBIT "A"

Account #001-0178104-008

URBAN BRANDS, INC.

<i>8.2 monthly payments of \$674.10 each due from 07/25/2010 through end of term</i>	\$ 5,581.53
<i>Residual</i>	\$ 1.00
<i>Late Charges</i>	\$ 303.36
<i>Insurance fees</i>	\$ 74.52
<i>TOTAL CLAIM AMOUNT</i>	<u>\$ 5,960.41</u>

001-0178104-008



EQUIPMENT LEASE CONTRACT FOR LEASES UNDER \$50,000

Leasing Company ("Lessor", "We" or "Us"): Marlin Leasing Corp.

Western Division • 6021 S. Syracuse Way, Suite 200 • Greenwood Village, CO 80111 • phone: 877.479.9111 • fax: 877.479.1100
Corporate Headquarters • 520 Walnut Street, Suite 1150 • Philadelphia, PA 19106 • phone: 800.479.9111 • fax: 800.303.9545

www.marlinleasing.com

DESCRIPTION OF LEASED EQUIPMENT (Include quantity, make, model, serial number and accessories. Attach schedule if necessary.) MUST BE COMPLETED
(6) AQ1000SIP H/C POU SIP FILTERED COOLERS (WARRANTY)

LEASING CUSTOMER ("YOU")

Company Name (Exact business name): URBAN BRANDS INC.
Address: 100 METRO WAY SECAUCUS NJ 07094
Phone: 201-319-9093 Fax: 201-330-9634
Equipment Location: SAME
Vendor: AQUATRON INC. Address: 549A POMPTON AVE CEDAR GROVE, NJ 07009

Table with 4 columns: Lease Term (Mos.), Total No. of Payments, Amount of Each Payment, Security Deposit. Values: 60, 60, \$210.00, \$0.

TERMS OF LEASE

1. You (the customer) want to acquire the above equipment from the above vendor. You want us (the leasing company) to buy it and then lease it to you. This Lease will begin when the equipment is delivered to you and will continue for the entire Lease Term plus any interim rent period. You will unconditionally pay us all amounts due, without any right to set-off. If we do not receive your payment by its due date, there will be a late fee equal to the greater of \$20.00 or 15% of the late amount (or, if less, the maximum amount allowable under law) which you agree is a reasonable estimate of the costs we incur with respect to late payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you a partial payment (interim rent) for the time between delivery and the due date for the first regular payment. We may charge you a one-time documentation fee up to \$100. You agree that we may adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon. This Lease is not binding on us until we sign it. To expedite this Lease, you asked us to accept your faxed signature and have agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease.
2. You must notify us by certified mail between 90 and 180 days prior to the end of the Lease Term if you intend on returning the equipment. If you do not notify us, the Lease will automatically extend for 12 months under the same terms and conditions. If you give us the proper notice, then at the end of the Lease Term you shall return the equipment in good working order in a manner and to a location designated by us. You agree to reimburse us for our costs to refurbish returned equipment. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to release the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full.
3. You alone selected the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for all service. The vendor may have given you warranties. You may contact the vendor to get a statement of those warranties, if any. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the equipment's performance directly with the vendor. You promise that the equipment will be used only for business and not for personal, family or household purposes. You will keep and use the equipment only at the above address and not move or return it without our written consent.
4. If you do not pay us as agreed or fail to perform any other term of this Lease, you will be in default and you agree that we may (i) repossess the equipment and/or (ii) directly debit (charge) your bank account(s) and/or sue you for all past due payments and other charges and all payments due in the future to the end of the Lease Term, plus our legal and collection costs. If you are in default and/or do not meet your end of term obligations, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. This Lease shall be governed by the laws of the Commonwealth of Pennsylvania (where we have an office and accepted this Lease). You agree that any suit under this Lease shall be brought in state or federal court in Pennsylvania, and you irrevocably consent and submit to the jurisdiction of such courts. Each party waives any right to a jury trial. We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. You grant us a first priority security interest in the equipment and authorize us to file Uniform Commercial Code ("UCC") financing statements (in case this is later determined not to be a "true lease"). You agree this is a "finance lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-508 through 2A-522.
5. You must pay us for all sales, use, property and other taxes (and any penalties) relating to the Lease and the equipment. We may adjust this Lease and the payment above to finance for you any taxes due at Lease inception. We may bill you based on our estimate of the taxes. We may charge you an annual property tax administration fee up to \$12. Unless we have given you a written option to buy the equipment at the end of the Lease for \$1.00, we will be entitled to all tax benefits. If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. You accept all risks of loss, injury or damage caused by the equipment and shall indemnify us for all suits and other liabilities arising from the same. This indemnity will continue even after the Lease has ended. You must maintain acceptable public liability insurance naming us as "additional insured". You must keep the equipment insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the property insurance, then depending on the original cost of the equipment we may either (i) obtain property insurance to cover our interests and charge you a fee for such coverage or (ii) charge you a monthly non-compliance fee up to \$50 (which provides no insurance benefit). You can stop the insurance coverage fee or non-compliance fee at any time by delivering the required proof of insurance.
6. Since this Lease is based on your own credit rating, you may not assign (transfer) the Lease to anyone else. We may sell or transfer our interests to another entity, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, claims or set-offs you may assert against us. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred.

ACCEPTANCE OF LEASE AGREEMENT THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS.

Signatures of Leasing Customer: [Signature] Michael D. Abate VP Finance / Treasurer 9/4/07
Accepted and Signed by MARLIN LEASING CORP. [Signature] Title Date

PERSONAL GUARANTY

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LEASING COMPANY MAY EXTEND, TRANSFER AND AMEND THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LEASING COMPANY MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LEASING COMPANY OR ITS DESIGNEE TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCEDURES. I CONSENT TO SUIT IN PENNSYLVANIA COURTS AND I WAIVE TRIAL BY JURY.

GUARANTOR #1 (Print Name) Signature (Individually, No Titles) Date GUARANTOR #2 (Print Name) Signature (Individually, No Titles) Date

ACCEPTANCE OF DELIVERY

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LEASING COMPANY THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PROPERLY. I AUTHORIZE THE LEASING COMPANY TO PAY THE VENDOR AND COMMENCE THE LEASE.
Authorized Signatures: [Signature] Michael D. Abate VP Finance / Treasurer 9/3/07
Name and Title (Please Print) Equipment Delivery Date



Addendum to Equipment Lease

Mountain Division: 6021 South Syracuse Way · Suite 200 · Greenwood Village, CO 80111 · phone: 877-479-9111 · fax: 877-479-1100

Reference:

Lessor: Marlin Leasing Corporation

Lessee: Urban Brands, Inc.

Lease (or App) #: Application Number 649567

This Addendum to Equipment Lease Agreement (the "Addendum") hereby amends the Equipment Lease Agreement by and between Marlin Leasing Corporation ("Marlin") and the above Lessee (the "Lessee") regarding the above referenced equipment lease transaction (the "Lease"). All terms and conditions of the Lease not inconsistent with this Addendum shall be and remain in full force and effect. For good and valuable consideration, receipt of which is hereby acknowledged by Marlin and the Lessee, the parties agree as follows:

Lessee hereby authorizes Lessor to change the following terms and/or conditions of the Lease:

- Equipment Location, Lessee Name, Billing Address, Equipment Description is being changed or supplemented per the attached rider, Other: Terms, Payment Amounts, Payment Frequency, Security Deposit, Advance Payments

The terms and/or conditions identified above shall now read as follows:

Payment Amounts: 674.10 Other: Payments are changed to quarterly with 20 total payments

The parties intend and agree that a carbon copy, photocopy, or facsimile of this document with their copied or facsimiled signature thereon shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes, including all matters of evidence and the "best evidence" rule.

LESSEE:

By: Mary Stokum, VP Financial Operations

MARLIN LEASING CORPORATION By: Teresa Eady, AR

URBAN BRANDS®

INVESTING IN URBAN AMERICA

August 30, 2007

100 Metro Way
Secaucus, New Jersey 07094
201-319-9093 Phone

To Whom it May Concern,

The purpose of this letter is to state that all payments that we (UBI) make for the Aquatron water equipment per our signed lease will be paid to Marlin Leasing Corp.

Should you have any questions feel free to contact me at any time.

Regards,



Al Serpino
Director of Purchasing



...your business equipment
leasing partners.

October 18, 2010

Clerk, U.S. Bankruptcy Court
for the District of Delaware
ATTN: CLAIMS
824 Market Street, 3rd Floor
Wilmington, DE 19801

Re: In the Matter of Urban Brands, Inc.
Chapter 11 Case Number: 10-13005
Marlin Lease Numbers: 001-0178104-008

Dear Sir/Madam:

Enclosed please find one (1) original with one (1) copy each of the following documents with respect to the above-captioned matter:

- {x} Proofs of Claim; and a
- {x} Self-addressed, stamped envelope.

Please file and return one (1) time-stamped copy in the self-addressed, stamped envelope provided. Thank you for your assistance.

Very truly yours,

Kerby Pagnotto
Legal Administrative Assistant

Enclosure

FILED
 2010 OCT 25 AM 8:44
 CLERK
 U.S. BANKRUPTCY COURT
 DISTRICT OF DELAWARE