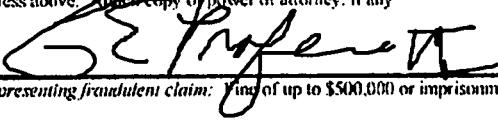


UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: Urban Brands, Inc.	Case Number: 10-13005 (KJC)		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative 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): Canon Financial Services, Inc.	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.		
Name and address where notices should be sent: Howard N. Sobel, P.A. 507 Kresson Road Voorhees, NJ 08043	RECEIVED	NOV 04 2010	Court Claim Number: _____ (if known)
Telephone number: (856) 424-6400	BMC GROUP		
Name and address where payment should be sent (if different from above): Telephone number:	<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.		
1. Amount of Claim as of Date Case Filed: \$ 548,859.53 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.	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. Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).		
2. Basis for Claim: <u>Office Equipment Leases</u> (See instruction #2 on reverse side.)	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).		
3. Last four digits of any number by which creditor identifies debtor: <u>1930</u>	Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).		
3a. Debtor may have scheduled account as: <u>1-190669-07-11</u> (See instruction #3a on reverse side.)	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).		
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: Real Estate Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Canon Copiers with Accessories (See Attached Leases)	Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).		
Value of Property: \$ 141,493.08 Annual Interest Rate _____ %	<input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2).		
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: <u>UCC-1</u>	Amount entitled to priority: \$ 9,059.42		
Amount of Secured Claim: \$ 141,493.08 Amount Unsecured: \$ 407,366.45	*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.		
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. (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			
Date: <u>10/28/10</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.		
			PEN FOR COURT USE ONLY Urban Brands 00099

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.fcc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Canon

Canon Financial Services, Inc. ("CFS")
Residence Address: P.O. Box 4004
Carol Stream, Illinois 60197-4004 (800) 220-0200

LEASE AGREEMENT

CFS-1014 (0605)

AGREEMENT
NUMBER

190669 -7

COMPANY LEGAL NAME	Urban Brands Inc		DBA	(Customer)	PHONE	201.319.9093
BUSINESS ADDRESS	100 Metro Way	CITY	Secaucus	COUNTY	STATE	NJ ZIP 07094
EQUIPMENT ADDRESS	SAME	CITY		COUNTY	STATE	ZIP
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS			
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment*		
1	ImageRUNNER 7086	SJ011318	3	\$9,382.00		
			45	\$682.00		
			Term in months	48	* Plus Applicable Taxes	
			Payment Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other
			END OF TERM PURCHASE OPTION			
			<input checked="" type="checkbox"/> FAIR MARKET VALUE	<input type="checkbox"/> 10%	(estimated)	
			<input type="checkbox"/> \$1.00	<input type="checkbox"/> Other	(estimated)	

Authorized Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until the Agreement expires unless revoked in writing.

ACH	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If Yes, enter information in boxes above. Enter Routing Code and Customer's Account Number from bottom of check.	
THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.	
ACCEPTED	
By:	Michael Abate
Printed Name:	Michael A. Abate
Tax ID#:	51-0373678
Proprietor, DOB:	
Date:	10-29-01
By:	
Printed Name:	
Title:	
Date:	

To Canon Financial Services, Inc. ("CFS")

The Customer certifies that: (a) the Equipment referred to in the above Agreement has been received; (b) Installation has been completed; (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer; and (d) the Equipment is currently accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes signing under this Agreement.

Signature X

Title (if any):

Printed Name:

Date:

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, a corporation organized under the laws of the State of New Jersey, with its chief executive office at 100 Metro Way, Secaucus, New Jersey 07094, all the equipment described above, together with all equipment or parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in the Lease Agreement ("Agreement"). The amount of each Payment granted to Customer and amount of Payments remaining and the 10% or Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option price will be adjusted, prorated or discounted for the actual total cost of the Equipment, including any sales or use tax, if more or less than the estimate cost, in that event. Customer authorizes CFS to adjust such Payments and Purchase Options price by up to 15% per year.
2. AGREEMENT PAYMENTS: Customer agrees to pay in advance to CFS, during the term of this Agreement, (a) the payments specified under Terms and Amount of Payments; and (b) such other amounts permitted or required by CFS ("Payments").
3. PAYMENT OF PAYMENTS: All payments required by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge, or shown on the invoice for each such payment, and among amounts owing the same date in each such, so CFS is determined, may determine.
4. TERM OF AGREEMENT: The term of the Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer accepts CFS Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement during the term thereof. The term of this Agreement shall end, unless earlier terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid or discounted and either (a) Customer has returned the Equipment as specified with the original bill of sale or (b) the Equipment has been returned to CFS prior to the end of the scheduled term or removed from its place of use with the consent of CFS. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term or removed from its place of use with the consent of CFS for any reason, except for damage, reworking, service, repair, replacement, payment of costs incurred during the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

PERSONAL GUARANTY

The undersigned (whether one or more are specified, the "Guarantor(s)", in consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement (Agreement) with any subscriber or supplemental lessee, the "Agreement") with the Customer clarified above ("Customer") reasonably and unconditionally, jointly and severally, guarantees, the payment when due of all amounts owed under the Agreement (whether or not disputed or upheld by agreement of an event of default or otherwise) and the performance by Customer of all practices, obligations and terms of the Agreement and of any other financial transaction between Customer and CFS ("Customer"), the "Lessor"). If Customer fails to pay or perform at any part of the Lessor when due, the Guarantor agrees, upon demand, to pay any amounts which may be due from Customer and to take any action against Customer under the Agreement. The Guarantor agrees that this is an absolute and continuing guarantee and that their liability under this Guarantee is primary and will not be affected by any reduction, extension, renewal or modification of the Agreement or by changes or release of Customer's obligations whether or not by operation of law.

If any payment required by CFS in the fulfillment of its obligation to Customer is delayed, rescheduled, or required to be rescheduled for any reason (including without limitation the bankruptcy, insolvency or cancellation of the Customer or any other person) the Lessor due to which such payment was delayed shall not be relieved of the responsibility to Customer to demand to have paid and satisfied, notwithstanding such payment, the amounts when due of all amounts owed under the Agreement and to take any action against Customer under the Agreement and to require payment of interest on such amounts at the rate of 12% per annum.

The Guarantor waives all damages, attorneys' fees, pre-judgment and post-judgment interest of every kind and nature, any right of set-off, and any defense based on a counterclaim filed after the defenses of payment and performance in this Agreement. The Guarantor further waives any defenses of the invalidity, non-enforceability or non-acceptance by Customer and the acceptance of this Agreement, if it fails to receive notice against Customer or any other party before enforcing this Agreement and all right of arbitration by CFS against Customer until Customer and Customer's other obligors have been fully performed. The Guarantor agrees and agrees at all times to reschedule and restructure all debts and obligations of Customer, (a) releases, discharges or compromises or renounces any right or title to the Equipment, after payment, for any cause whatsoever and (b) agrees of any other right under this or any other agreement between CFS and Customer or any third party, to be made general and effected by CFS without notice to the Guarantor and without in any manner affecting the Customer's liability under this Agreement.

The Guarantor agrees to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in attempting to collect the Lessor, or any part thereof and in enforcing the Agreement. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTHRALLED AND IN THE STATE OF NEW JERSEY. ANY RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CLEARNERS AND CFS SHALL BE BROUGHT IN A STATE COURT LOCATED IN THE COUNTY OF BURLINGTON, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT IN THE STATE WHERE THE GUARANTOR IS LOCATED. (GUARANTOR BY ITS EXECUTION AND DELIVERY HEREUPON, IRREVOCABLY WAIVES OBJECTION TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO THE APPLICABILITY AND CONSEQUENCE OF FORUM SEQUITUR OR, BY ITS EXECUTION AND DELIVERY HEREUPON, AND CFS, BY ITS ACCEPTANCE HEREUPON, IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS).

The Customer agrees that CFS may accept a facsimile copy signed by Customer as an original and that facsimile copies of the Guarantor's signature will be treated as original and admissible as evidence of his identity.

Printed Name:	Signature X	(No Title) Date:
Address:		
Printed Name:	Signature X	(No Title) Date:
Address:		

CFS-1014 (0605)

Canon

Canon Financial Services, Inc.

Addendum to Agreement

WHEREAS, Canon Financial Services, Inc. ("CFS") and Urban Brands Inc ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement are changed as follows:

7. Acceptance/Delivery: On the second line delete "ten" (10) and replace with "thirty (30)". Delete the last sentence.
10. Indemnity: At the end of the first sentence, insert [except due to CFS' gross negligence]
12. Taxes; Other Fees and Charges: Delete the last sentence.
13. Insurance: In the second sentence after "and with companies" add the word "reasonably".
15. Default: At the end of subsection (a) insert "and such default is not cured within 30 days after notice hereof from CFS."
16. Remedies: In subsection (c) delete "with or without notice, demand or legal process" and replace with "with notice, demand or legal process." In third line after "and Customer authorizes and empowers CFS to enter premises wherever the equipment may be found" insert "and needs to be accompanied by Customer representative."
17. Late Charge: In first sentence replace [on or before the applicable due date] with [in 10 days]. Delete last sentence.
19. Renewal; Return: On first and Third line delete "80" and replace with "90".
27. Facsimile Acceptance: In first sentence, after "CFS" insert "Customer". After facsimile copies of customer's, insert "and CFS".

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CFS.

GUARANTOR(S)	CUSTOMER
By: _____ Printed Name: _____	By: <u>Michael A. Abate</u> Printed Name: <u>Michael A. Abate</u>
By: _____ Printed Name: _____	Title: <u>VP FINANCE / TREASURER</u>
CANON FINANCIAL SERVICES, INC. By: <u>John F. Jones</u> Title: <u>Chairman</u> Date: <u>10-29-07</u>	By: _____ Printed Name: _____ Title: _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone: (800) 331-3282 Fax: (818) 882-4141

B. SERO ACKNOWLEDGEMENT TO: (Name and Address)

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

12554594

UCC Direct Services
 Representation of filing

This filing is Completed
 File Number : 24432757
 File Date : 01-NOV-2007

NJ, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION NAME URBAN BRANDS INC			
OR 1b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME
1c. MAILING ADDRESS 100 METRO WAY		CITY SIECAUCUS	STATE NJ POSTAL CODE 07094
1d. SEE INSTRUCTIONS 510373678	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION NJ
		1g. ORGANIZATIONAL ID#, if any <input checked="" 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 NAME			
OR 2b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE
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 (or BANK of TOTAL ASSIGNEE of ASSIGNOR SP) - insert only one secured party name(3a or 3b)

3a. ORGANIZATION NAME CANON FINANCIAL SERVICES			
OR 3b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME
3c. MAILING ADDRESS 158 GAITHER DRIVE, #200		CITY MT LAUREL	STATE POSTAL CODE NJ 08834
		COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:
 All equipment now or hereafter leased, sold, or financed by Canon Financial Services, Inc. and all general intangibles and accounts receivable with respect to said equipment, and all replacements of, additions to, substitutions for and proceeds of the foregoing. Lease # 001-0190669-007

5. ALTERNATE DESIGNATION (if applicable)	<input checked="" type="checkbox"/> LESSEE/PESOR	<input type="checkbox"/> DONS/GNP/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NONUCC FILING	
6. <input type="checkbox"/> THIS FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS ATTACH AMENDMENT (if applicable)	<input type="checkbox"/> REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE)		<input type="checkbox"/> 7251 LYNN SIEGE		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
OPTIONAL FILER REFERENCE DATA 28518309	001-0190669-007						

FILING OFFICE/COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 08/02/03)

**CORON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT**

Customer Name: URBAN BRANDS INC
Contract Number: 001-0190669-007

Statement Date: 10/11/2010
Default Date: 08/1/2010

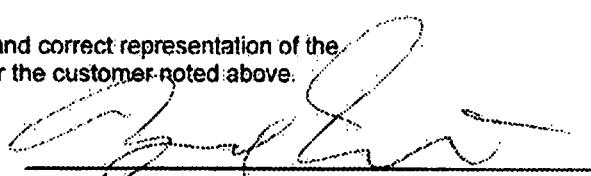
Remaining L/R Balance (discounted to the present value of 6%) \$9,855.06

Purchase Option Price (per Agreement) \$9,021.09

Fair Market Value

Sales/Use Tax	\$0.00
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$1,553.77
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	<hr/> \$20,429.92
PLUS - Legal Fees	5,107.48
PLUS - Service Tax for Legal Fees	0.00
Total Due and Owing	<hr/> <hr/> \$25,537.40

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



Canon

Canon Financial Services, Inc. ("CFS")
 Remittance Address: P.O. Box 4004
 Carol Stream, Illinois 60197-4004 (800) 220-0200

LEASE AGREEMENT

CFS-1014 (0407)

AGREEMENT
NUMBER

PHONE
201-319-9093

COMPANY LEGAL NAME	Urban Brands Inc	08A	(Customer)
BILLING ADDRESS	100 Metro Way	CITY Secaucus	COUNTY Hudson
EQUIPMENT ADDRESS	100 Metro Way	CITY Secaucus	COUNTY Hudson
EQUIPMENT INFORMATION		NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments
1 KTY00050		ImagePRESS C6000	60
1 T001700 26		ImageSERVER A 1100	\$2,700.00
		Total Payment * \$2,700.00	
		Term in months: 60 * Plus Applicable Taxes	
		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	
		END OF TERM PURCHASE OPTION <input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% \$ _____ (estimated) <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____	

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH	<input type="checkbox"/> YES	<input type="checkbox"/> NO	:
-----	------------------------------	-----------------------------	---

If Yes, enter information in boxes above. Bank Routing Code and Customer's Account Number from bottom of check.

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED

AUTHORIZED CUSTOMER SIGNATURE

By: <u>Michael A. Abate</u>	Title: <u>VP/President</u>
Printed Name: Michael A. Abate	Proprietor, DOB:
Tax ID: 51-0373478	By: X _____ Title: _____
Date: <u>7/8/08</u>	Printed Name: _____

To: Canon Financial Services, Inc. ("CFS")

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: X _____

Printed Name: _____

Title (if any): _____

Date: _____

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, Urban Brands Inc., organized under the laws of the State of NY, with its chief executive office at 100 Metro Way, Secaucus NJ 07094, and Customer leases from CFS, with its place of business at 158 Galleria Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additio

nals to all such equipment (the "Equipment"). Upon the terms and conditions set forth in this Lease Agreement ("Agreement"), the amount of each Payment specified in Number and Amount of Payments section above and the 10% or Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option price will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than this estimate and, in that event, Customer authorizes CFS to adjust such Payments and Purchase Option price by up to fifteen percent (15%).

2. AGREEMENT PAYMENTS: Customer agrees to pay to CFS, as indicated, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments," and (b) such other amounts provided hereunder as indicated by CFS ("Payments").

3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice for such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

4. TERM OF AGREEMENT: The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewed term. It terminates with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTY

The undersigned (whether one or more are specified, the "Guarantor(s)", in consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement (together with any addendums or supplements thereto, the "Agreement") with Customer identified above ("Customer") lawfully and voluntarily, jointly and severally, guarantees to CFS, under successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all its covenants, obligations and terms of the Agreement and any other financial transaction between Customer and CFS (collectively, the "Liabilities"); if Customer shall fail to pay or perform all or any part of the Liabilities when due, the Guarantor(s) agree, upon demand, to pay any amounts which may be due from Customer and to take any actions required of Customer under the Agreement. The Guarantor(s) agree that this is an absolute and continuing guarantee and that their liability under this Guarantee is primary and will not be affected by any amendment, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether or not by agreement of the other.

If any payment applied by CFS to the Liabilities is thereafter set aside, recovered or required to be reformed for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guarantee be deemed to have continued in existence, notwithstanding such application, and this Guarantee shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guarantee may be terminated only upon 60 days prior written notice to CFS, and such termination shall be effective as of the date of termination of all Liabilities owing under Schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS's rights under this Guarantee arising out of the Agreement or other agreements supplemental thereto in such case.

The Guarantor waives all defenses, demands, preaccruals and actions of every kind and nature, any right of set-off, and any defense available to a guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantor further waives any (i) notice of the incurrence of indebtedness by Customer and (ii) disclaimer of this Guarantee; (iii) right to require CFS to first look to Customer or any other party before collecting this Guarantee and (iv) right of subrogation in CFS's rights against Customer until Customer's obligations have been fully performed. The Guarantor consent and agrees that any (i) renewals and extensions of time of payment, (ii) releases, substitutions or compromises of or reduction in the amount of the Equipment, and (iii) releases of any collateral security and (iv) existence of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantor and without in any way affecting the Guarantor's liability under this Guarantee.

The Guarantor agrees to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any cost thereof and in enforcing the Guarantee. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN THE GUARANTORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS'S STATE OF NEW JERSEY, OR AT CFS'S STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. THE GUARANTORS BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND ELECTIONS TO VENUE AND CONVENIENCE OF FORUM. THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantor agrees that CFS may accept a facsimile or other electronic transmission of the Guarantee as an original, and that facsimile or other electronically transmitted copies of the Guarantor's signature will be treated as an original for all purposes.

Printed Name: _____ Signature: X _____ (No Title) Date: _____

Address: _____ Phone: _____

Printed Name: _____ Signature: X _____ (No Title) Date: _____

Address: _____ Phone: _____

8. ADVANCE PAYMENT; SECURITY DEPOSIT: CPS may apply, but shall not be obligated to apply, any "Advance Payment(s)" or "Security Deposit" specified above to cure any default of Customer, in which event Customer shall promptly return to CPS any amount so applied. In no event shall any advance payment or security deposit earn interest except where required by applicable law. No portion of any security deposit will be refunded to Customer until all of Customer's obligations have been fully performed as expressly provided in this Agreement. If the "Nonrefundable" box is checked, no portion of the security deposit will be refundable to Customer for any reason whatsoever.

9. NO CPS WARRANTIES; CUSTOMER ACKNOWLEDGES THAT CPS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT; CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CPS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CPS, Customer and CPS's purchaser or assignee, if any. As long as Customer is not in breach or default of this Agreement, CPS extends to Customer, solely for the purpose of making and prosecuting any such claim, the rights, if any, which CPS may have against the supplier, dealer or manufacturer for breach of warranty or other representation respecting any item of Equipment. **CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT ON THE EQUIPMENT OR BEHALF OF CPS.**

7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or Customer's payment to CPS of other confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within 10 days after delivery of the Equipment, delivered to CPS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irreversibly accepted the Equipment. CPS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CPS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety. Customer agrees to waive any right of specific performance of this Agreement and to hold CPS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CPS does not accept this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. LOCATION; LEASE; HANNS; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of CPS. Customer agrees that it will keep the Equipment free and clear of all claims and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its documents filed with the appropriate government office or agency) is set forth hereinafter. Upon request, Customer will deliver to CPS a good standing certificate and/or state certified financial documents. The jurisdiction of organization of Customer is as set forth hereinafter. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name, its location or its chief executive office or its corporate structure (including, without limitation, its jurisdiction of organization) unless CPS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CPS such financing statements and other instruments required or appropriate.

9. USE; FINANCIAL STATEMENTS: Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CPS (and any third party being contacted designated by CPS) to execute and file, (a) financing statements evidencing the interest of CPS in the Equipment, (b) continuation statements in respect thereof, and (c) amendments (including forms comprising a broader description of the Equipment than the description set forth herein) and Customer irrevocably waives any right to notice thereof.

10. INDEMNITY: Customer agrees to reimburse CPS for and to defend CPS against any claim for losses or injury caused by the Equipment. The Section shall serve as continuation of this Agreement.

11. MAINTENANCE; ALTERATIONS: Customer will keep and maintain the Equipment in good working order and shot, of Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CPS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES; CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, WHETHER WITH OR WITHOUT APPLICABLE PENALTY, INTEREST, AND ADMINISTRATIVE FEES, AND ANY FEES IMPOSED UPON ANY LEASE OF THE EQUIPMENT. The Payments payable under this Agreement, or Customer's performance or non-performance of its obligations hereunder, whether payable by or otherwise to CPS or Customer, if Customer fails to pay any fees, assessments, taxes, expenses or charges as required by the Agreement, CPS shall have the right but not the obligation to pay these fees, assessments, taxes, expenses or charges. If such payments are made by CPS, Customer shall promptly reimburse CPS, upon demand, for all such payments plus administrative fees and costs, if any. Customer acknowledges and agrees that CPS will file any tax and pay personal property taxes levied on the Equipment. Customer shall reimburse CPS for the expense of personal property taxes as incurred by CPS and pay CPS a percentage fee not to exceed 5% of the fair market value of the Equipment which is subject to taxes. Customer agrees that CPS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative fee. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CPS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$50, TO REIMBURSE CPS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in a form and amount, and with compensation satisfactory to CPS. Each renewal providing such insurance shall name CPS as additional insured and have paying and non-paying options of 30 (30) days within twelve months the policy in question shall be materially altered or canceled. Customer shall pay the premium for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates of other evidence of insurance to CPS. The proceeds of such insurance, at the option of CPS, shall be applied to (a) replace or repair the Equipment, or (b) pay CPS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of: (i) all amounts then owed by Customer to CPS under this Agreement, (ii) the present value of all remaining Payments for the full term of this Agreement; (iii) the "Asset Value," and the "Asset Value" shall be: (A) for an Agreement with a \$1,000 purchase option, \$1,000; (B) for an Agreement with no purchase option or Fair Market Value purchase option, the Fair Market Value of the Equipment shall be as defined in the terms hereof, and (C) for an Agreement with an Other or 10% Purchase Option, the amount indicated as the respective dollar amount of such Purchase Option on the face of this Agreement plus (x) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at 5% per year. Customer hereby appoints CPS as Customer's attorney-in-fact to make claim for, receive payment of, and execute and/or affix all documents, checks, or drafts for any loss or damage under any such insurance policy. If within his (10) days after CPS's request, Customer fails to deliver satisfactory evidence of such insurance to CPS, then CPS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CPS, at the expense of the Customer. Customer hereby agrees that CPS shall be entitled to retain any fees earned by it in connection with any insurance obtained under this Agreement.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, whether upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any item of Equipment, Customer shall immediately report such damage to Customer's expense. If any item of Equipment is lost, stolen, or damaged beyond repair, Customer, if the option of CPS, will (a) replace the same with the equipment in a condition acceptable to CPS and carry over CPS's book value between "Equipment" subject to the terms of this Agreement, or (b) pay CPS the Remaining Lease Balance. Upon CPS's receipt of its Remaining Lease Balance, Customer shall be entitled to whatever expenses CPS may have in the equipment, with its own conditions and location, within reasonable limits of any kind.

15. DISPAIRL: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if Customer defaults in the payment when due of any installments of Customer to CPS, whether or not arising under this Agreement, without notice or demand by CPS; (b) if Customer or any Guarantor ceases doing business in a going concern; (c) if Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) if a partner or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) if a receiver, trustee, administrator, or liquidator is appointed by Customer, any Guarantor, or any officer, director, or employee of their respective corporation or any Guarantor in CPS's interest in any material respect; (f) if Customer or any Guarantor defaults under any loan or credit agreement; or (g) if Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CPS shall have the right to exercise any one or all of the following remedies (which shall be cumulative, simultaneously, or serially, and in any order): (a) to declare all unpaid Payments and other amounts due and payable under this Agreement, with CPS retaining title to the Equipment; (b) to terminate all and any agreements with Customer and require CPS to deliver up the Equipment which may be found; and (c) to retain the Equipment and all Payments and other sums paid under this Agreement, or (d) to sell the Equipment and all Payments and other sums paid under this Agreement, or (e) to sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the total amount retained by CPS from such title; or (f) to pursue any other remedy available at law or in equity. CPS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CPS deems commercially reasonable; (ii) shall have no duty to prepare the Equipment prior to sale; (iii) may dismiss warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial practicability of the disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum due to CPS by Customer to CPS under this Agreement or before the applicable due date, Customer shall pay CPS, upon demand, an amount equal to ten percent (10%) of each such delayed Payment or a dollar (\$1.00) whichever is greater for each billing period or portion of a billing period such Payment is delayed to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CPS's interest operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CPS for all of its out-of-pocket costs and expenses incurred in asserting any of its rights or remedies under this Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not a suit is brought. If CPS should bring court action, Customer and CPS agree that attorney's fees shall be twenty-five percent (25%) of the total amount sought by CPS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLIE OR LEAD ANY ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CPS. CPS may pledge or transfer this Agreement. Customer agrees that if CPS transfers this Agreement, the new owner will have the same rights and benefits that CPS has now and will be subject to any CPS's obligations which CPS will continue to perform. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CPS, including without limitation, defenses, disclaimers or set-offs arising out of service obligations, if any, under this Agreement. If Customer is given notice of any such transfer, Customer agrees, if so directed therin, to pay directly to the new owner all or any part of the amounts payable hereunder.

19. RETENTION; RETURN: Subject to the case of an Agreement containing \$1,000 purchase option, this Agreement shall automatically renew on a month to month basis at the same Payment amount and frequency unless Customer, at least thirty (30) days before the end of the scheduled term or any renewal term, either (i) exercises the purchase option in accordance with the terms hereof or (ii) sends to CPS written notice that Customer does not want to renew this Agreement, and at the end of each term unless the Equipment as provided below CPS may cancel the automatic renewal term, at least forty (40) days before the end of any term, stating the Customer written notice that CPS does not want the Agreement to renew. Unless this Agreement automatically renews or Customer purchases the Equipment as provided in this Agreement, Customer shall, at the termination of the Agreement, return the Equipment to CPS at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, at a location specified by CPS. If for any reason Customer shall fail to return the Equipment to CPS as provided in this Agreement by the last day of the applicable term, Customer shall pay to CPS upon demand one billion (1,000,000,000) dollars for each billing period or portion thereof that such delivery is delayed.

20. PURCHASE OPTION; (A) END OF TERM PURCHASE OPTION: Customer shall give CPS thirty (30) days prior irrevocable written notice (prior to the Purchase Option is \$1,000) that it will purchase all the Equipment at the end of the initial term or any renewed term for the purchase option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE: Customer may, at any time, upon sixty (60) days irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CPS's retail price at the time Customer notifies CPS of its intent to purchase the Equipment, but not less than 20% of the total cost of the Equipment. Equipment purchases shall not be available to Customer if it default terminates its account and is terminating. Upon proper notice and payment by Customer of the amounts specified above, CPS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall be binding.

21. MAINTENANCE OF BUSINESS PURPOSE: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.

22. PERSONAL PROPERTY: The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rods upon any real property or any improvement to real property.

23. MAXIMUM INCREMENT; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of time plus differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be retained. If this Agreement is recharacterized as a conditional sale or lease, Customer hereby grants to CPS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

24. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCIAL LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CPS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.

25. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charge due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

26. NOTICE: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent by facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or to such other address as such party may designate in writing from time to time. Any notice from CPS to Customer that is effective three days after it has been deposited in the mail, duly acknowledged. All notices to CPS from Customer shall be effective after it has been received via U.S. Mail, express delivery, facsimile or other electronic transmission.

27. ELECTRONIC ACCEPTANCE: Customer agrees that CPS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original to CPS purposes.

28. NON-MINUSING: No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CPS. Failure to exercise any remedy which CPS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

29. MISCELLANEOUS: If there should be more than one party executing this Agreement as Customers, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall bind the delivery and return of the Equipment. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CPS may insert missing information or omit other information on this Agreement including the Equipment's description, serial number, and location, otherwise, this Agreement contains the entire arrangement between Customer and CPS and no modification of this Agreement shall be effective unless in writing and signed by the parties.

Canon

Canon Financial Services, Inc.

Addendum to Agreement

WHEREAS, Canon Financial Services, Inc. ("CFS") and Urban Brands Inc. ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

7. Acceptance: On the second line delete "ten (10)" and replace with "thirty (30)". Delete the last sentence.

10. Indemnity: At the end of the first sentence, insert [except due to CFS' gross negligence]

12. Taxes; Other Fees and Charges: Delete the last sentence.

15. Default: At the end of subsection (a) insert "and such default is not cured within 30 days after notice hereof from CFS."

16. Remedies: In subsection (c) delete "with or without notice, demand or legal process" and replace with "with notice, demand or legal process." In third line after "and Customer authorizes and empowers CFS to enter premises wherever the equipment may be found" Insert "and needs to be accompanied by Customer representative."

17. Late Charge: In first sentence replace [on or before the applicable due date] with [in 10 days]. Delete last sentence.

19. Renewal; Return: On first and third line delete "60" and replace with "90".

27. Facsimile Acceptance: In the first sentence, after "CFS" insert "Customer". After facsimile copies of customer's, insert "and CFS".

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.

CANON FINANCIAL SERVICES, INC.	URBAN BRANDS INC.
By: <i>Er Bokrand</i>	By: <i>Michael A. Abas</i>
Title: <i>asst</i>	Printed Name: <i>Michael A. Abas</i>
Date: <i>7/18/08</i>	Title: <i>VP/TECHNICAL</i>
	By: _____
	Printed Name: _____
	Title: _____

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (318) 652-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

UCC Direct Services
P.O. Box 28071
Glendale, CA 91209-0071

14958973

UCC Direct Services
Representation of filing

This filing is Completed
File Number : 20082340089
File Date : 09-JUL-2008

DE, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION NAME
URBAN BRANDS INC

OR		1b. INDIVIDUAL LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
		1c. MAILING ADDRESS 100 METRO WAY	CITY SECAUCUS	STATE NJ	POSTAL CODE 07094
1d. SEE INSTRUCTIONS 010873878	ADDL. INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID#, if any 2011422 <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 NAME

OR		2b. INDIVIDUAL LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
		2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	ADDL. 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 (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION NAME
CANON FINANCIAL SERVICES

OR		3b. INDIVIDUAL LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
		3c. MAILING ADDRESS 158 GAITHER DRIVE, #208	CITY MT LAUREL	STATE NJ	POSTAL CODE 08054

4. This FINANCING STATEMENT covers the following collateral:
All equipment now or hereafter leased, sold, or financed by Canon Financial Services, Inc. and all general intangibles and accounts receivable with respect to said equipment, and all replacements of, additions to, substitutions for and proceeds of the foregoing. Lease # 001-0190668-008

5. ALTERNATE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AGENT NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS Attach Addendum Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (initials) All Debtors Debtor 1 Debtor 2

OPTIONAL FILER REFERENCE DATA 001-0190668-008

8048 ANNAMARIE

31172065

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/02/02)

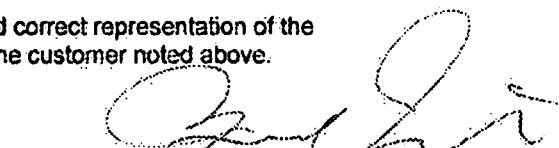
**CARSON FINANCIAL SERVICES, INC.
STATEMENT OF ACCOUNT**

Customer Name: URBAN BRANDS INC
Contract Number: 001-0190669-008

Statement Date: 10/11/2010
Default Date: 08/1/2010

Remaining L/R Balance (discounted to the present value of 6%)	\$94,915.44
Purchase Option Price (per Agreement)	\$50,219.67
Fair Market Value	
Sales/Use Tax	\$0.00
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$6,661.43
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	<hr/> \$151,796.54
PLUS - Legal Fees	37,949.14
PLUS - Service Tax for Legal Fees	0.00
Total Due and Owing	<hr/> \$189,745.68

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



5. **ADVANCE PAYMENTS: SECURITY DEPOSIT:** CFS may apply, but shall not be obligated to accept, or "Advance Payment," or "Security Deposit," specified above to cure any default of Customer, in which event Customer shall promptly verify to CFS any amount so accepted. In no event shall any advance payment or security deposit ever reflect interest accrued thereon as required by applicable law. No portion of any security deposit will be refunded to Customer until all of Customer's obligations have been fully performed as set forth in the Agreement. If the "Non-Defaulted" box is checked, no portion of the security deposit will be refunded to Customer for any reason whatsoever.

6. **NO CFS WARRANTY; CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT;** CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, CFS' GM, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO WARRANTY OR WARRANTY CLAIMS WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT ON THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT INCLUDED. VALIDITY LIMITATION: THE INTENDED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, distributor, or distributor's supplier is not part of, it is a concurrent and shall be for the benefit of CFS. Customers set as CFS's purchaser or assignee, if any, 60/10% as Customer is not to be held liable for damage to the Equipment. CFS makes no guarantee to Customer, solely for the purpose of making and recovering any such claim, its rights, if any, which CFS may have against the supplier, distributor or manufacturer of the equipment, or any other supplier.

7. **ACCEPTANCE DELIVERY:** Customer's acceptance of the Acceptance Certificate, or Customer's provision to CFS of his confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for purposes of title retention and recoverability any such claim, its rights, if any, which CFS may have against the supplier, distributor or manufacturer of the equipment, or any other supplier.

8. **LOCATION, LEGAL NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will not move the Equipment from and out of the geographic area defined in the contract documents and will not move it to another state or foreign country without the prior written consent of CFS. Customer will notify CFS of any change in the location of the Equipment under the Agreement. Customer may not, for any reason, reside full time outside of the United States, unless specifically permitted by CFS. Customer agrees that any change in the location of the Equipment under the Agreement, or any change in the location of the Equipment under the Agreement, shall not affect the validity of this Agreement.

9. **USE, FINANCING STATEMENT;** Customer shall not use or negotiate rights or title to the use or maintenance of the Equipment. Customer shall not put the Equipment onto the use contemplated by the particular use of such Equipment. Customer authorizes CFS and any third party (e.g., service provider designated by CFS) to dispose of any item(s) or part(s) of the equipment or any component thereof under the terms of this Agreement, (a) financing documents concerning the financial risk in the equipment, (b) confirmation statements, a request form, and (c) any documents (including leases) containing a broader description of the equipment than the description set forth hereof; and Customer irrevocably waives any right to notice thereof.

10. **INDUSTRY:** Customer agrees to number CFS as one to defend CFS against any claim to losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. **Maintainance Alternatives:** Customer will keep and maintain the Equipment in good working order, at Customer's expense, a supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or modifications to the equipment. Any and all replacement parts, accessories, authorized changes and substitutions to the equipment shall become part of the equipment and add thereto to the value of this Agreement.

12. **TAXES OTHER FEES AND CHARGE: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES AND OTHER EXPENSES AND CHARGES, INCLUDING ANY SPECIFIC PERIODIC, INTEREST, AND ADDITIONAL FEES AND OR AT ANY TIME IMPOSED UPON ANY ITEM OF THE EQUIPMENT, WHICH ARE PAYABLE UNDER THIS AGREEMENT, OR CUSTOMER'S PERFORMANCE OR NON-PERFORMANCE OF HIS OBLIGATIONS HEREUNDER, WHETHER PAYABLE BY OR ASSUMED BY CFS OR CUSTOMER. IF CUSTOMER FAILS TO PAY ANY FEES, ASSESSMENTS, TAXES, EXPENSES OR CHARGES AS REQUIRED BY THE AGREEMENT, CFS SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO PAY THEM FROM CUSTOMER'S ACCOUNTS, EXPENSES, AND/OR CHARGES. IF SUCH AMOUNTS ARE PAID BY CFS, IT SHALL PURSUE REIMBURSEMENT OF SUCH FEES, EXPENSES, AND/OR CHARGES FROM CUSTOMER AND PAY CFS A PROCESSING FEE NOT TO EXCEED 120 PER YEAR PER ITEM OF EQUIPMENT. THIS FEE IS NON-REFUNDABLE AND SHALL BE APPLIED TO THE VALUE OF THIS AGREEMENT.**

13. **INDEMNIFICATION:** Customer, at its sole cost and expense, shall defend, protect and pay for (a) insurance against the loss, harm, or damage to the Equipment by the CFS replacement value hereof, and (b) comprehensive public liability and property damage insurance, if any, for such amounts as shall be necessary for a deductible not exceeding \$5,000 and be in form and amount, and with company satisfactory to CFS. Each waiver providing such insurance shall name CFS as additional insured and shall contain certificates of the evidence of insurance to CFS. The proceeds of such insurance, if the option of CFS, shall be applied to (i) replace or repair the Equipment, or (ii) buy out the Remaining Lease Balance. For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of (i) all amounts then owed by Customer to CFS under this Agreement; (ii) the present value of all remaining payments for the life term of this Agreement; (iii) the "Asset Value"; and (iv) the "Residual Value" shall be: (A) for an equipment purchase option, with a \$1,000 purchase option, \$1,000; (B) for an Agreement with no purchase option or a Fair Market Value purchase option, the Fair Market Value of the Equipment shall be as stated in the term sheet, and (C) for an Agreement with no Fair Market Value purchase option, the suggested retail price of the respective model in the term sheet, less ten percent. Payment shall be decreased by any amount indicated on the term sheet. Customer agrees that CFS has and, and will not, render his services to Customer and that the payment of such fees is an administrative fee.

14. **PAYMENT:** On the date of the first scheduled payment and the date of the first scheduled payment after the date of any early demand, CFS shall charge CFS administrative and recording costs in the amount of \$85. To reimburse CFS for its administrative and recording costs.

15. **INQUIRIES:** Customer, at its sole cost and expense, shall provide and pay for (a) insurance against the loss, harm, or damage to the Equipment by the CFS replacement value hereof, and (b) comprehensive public liability and property damage insurance, if any, for such amounts as shall be necessary for a deductible not exceeding \$5,000 and be in form and amount, and with company satisfactory to CFS. Each waiver providing such insurance shall name CFS as additional insured and shall contain certificates of the evidence of insurance to CFS. The proceeds of such insurance, if the option of CFS, shall be applied to (i) replace or repair the Equipment, or (ii) buy out the Remaining Lease Balance. For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of (i) all amounts then owed by Customer to CFS under this Agreement; (ii) the present value of all remaining payments for the life term of this Agreement; (iii) the "Asset Value"; and (iv) the "Residual Value" shall be: (A) for an equipment purchase option, with a \$1,000 purchase option, \$1,000; (B) for an Agreement with no purchase option or a Fair Market Value purchase option, the Fair Market Value of the Equipment shall be as stated in the term sheet, and (C) for an Agreement with no Fair Market Value purchase option, the suggested retail price of the respective model in the term sheet, less ten percent. Payment shall be decreased by any amount indicated on the term sheet. Customer agrees that CFS has and, and will not, render his services to Customer and that the payment of such fees is an administrative fee.

16. **NON-BUSINESS USE:** Customer hereby agrees that CFS shall be entitled to retain any item issued to it in connection with any transaction obtained under the Agreement.

17. **LAW DAMAGE:** Customer agrees and shall bear the entire risk of loss, if any, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, harm or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any part of the equipment, Customer shall immediately report such damage to CFS and convey same to CFS to such extent as will become "Equipment" subject to the terms of this Agreement, or (B) pay CFS the Remaining Lease Balance. Upon CFS's receipt of the Remaining Lease Balance, Customer shall be entitled to whatever interest CFS may have in the equipment, in its then condition and location, without prejudice to any and all rights of CFS under this Agreement.

18. **DEFECTS:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if Customer or delinquent in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, unless notice or demand by CFS; (b) if Customer or any Guarantor creates or causes any business, or if Customer or any Guarantor becomes insolvent or unable to meet its obligations to CFS; (c) if a trustee or promissory note is filed by or against Customer or any Guarantor under any bankruptcy or insolvency laws; (d) if a receiver, trustee, conservator, or liquidator is appointed for Customer, or any Guarantor, or any or all of their property; (e) if any statement, representation or warranty made by Customer or any Guarantor in this instrument is breached; (f) if Customer or any Guarantor defaults under any loan or credit agreement; or (g) if Customer or any Guarantor who is a natural person dies.

19. **REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or a combination of the following remedies, which it shall exercise, simultaneously, or separately, and in any order: (a) a decree of unpaid Payments and other amounts due and payable under this Agreement, with CFS's participation in the equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to repossess or otherwise seize the equipment when the equipment is found; and (d) retain such equipment and all payments and other sums paid under this Agreement, or (e) release the equipment and recover from Customer the amount paid by CFS when the remaining lease balance exceeds the amount paid by CFS from each rental or (f) to pursue any other remedy provided for law or equity. CFS may dispose of the equipment in its then present condition or following such preparation and processing of CFS determination reasonably required. (g) shall have no duty to prepare the equipment prior to sale; (h) may obtain a warrant of sale, plain and ordinary, and the law and (i) may comply with any applicable state or federal law requirements in connection with the disposition of the equipment and some of the foregoing actions shall be deemed to adversely affect the commercial reasonable cause of the disposition of the equipment. In the event the equipment is not available for sale, the customer shall be liable for the remaining lease balance and any other amounts due under this Agreement.

20. **LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any amount due by Customer to CFS under this Agreement on or before the applicable due date, Customer shall pay CFS, such amounts, as amounts equal to ten percent (10%) of each such delayed payment or the collectible amount for each such period of time in which such payment is delayed, in addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies as a result of or in connection with the collection of any amounts due and payable under this Agreement, including, without limitation, reasonable attorney's fees and expenses and legal and expenses of collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees will be assessed for purposes of this Agreement.

21. **ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLICENSE OR LEND ANY ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CFS. CFS MAY PLENDGE OR SUBLICENSE THIS AGREEMENT, WHICH CONSENT SHALL BE IN THE SAME MANNER AND IN THE SAME RIGHTS AND BENEFITS AS CFS HAS AND WILL NOT HAVE THE PARTIAL OR FULL PAYMENT OF CFS'S OBLIGATIONS WHICH CFS WILL CONTINUE TO PERFORM. CUSTOMER AGREES THAT IF CFS TRANSFERS THIS AGREEMENT, THE RECEIVER COMING INTO POSSESSION WILL HAVE EQUAL CFS'S RIGHTS, INCLUDING RETENTION OF TITLE, DELIVERY, DELAY, DELIVERANCE OR DELAY-DELIVERANCE AND/OR SERVICE CONTRACTS, AS WELL AS DELIVERY, DELAY, DELIVERANCE OR DELAY-DELIVERANCE.**

22. **PERSONAL PROPERTY:** The equipment shall remain personal property regardless of whether it becomes attached to real property or permanently fixed to real property or any improvement to real property.

23. **MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** This Agreement is intended to create the maximum amount of time value differential or interest, as applicable, permissible to be charged or collected by applicable law, and any such interest will be applied to payments due under this Agreement, in inverse order of amounts, and thereafter shall be retained. If this Agreement is recharacterized as a capital lease or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the equipment to secure payment and performance of Customer's obligations under this Agreement.

24. **UDO - ARTICLE 5: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCIAL LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCIAL LEASE.**

25. **WAIVER OF DEFENSES:** This Agreement is not properly drafted, does not operate as repudiated or repudiated, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer affirms any and all claims and cause of action and effects against any Payments or other charges due under the Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or defense which may be asserted by Customer or its supplier, dealer, or manufacturer.

26. **NOTICES:** All notices required or given under this Agreement shall be given if delivered personally, sent via facsimile or other electronic transmission, or mailed to each party at the address set forth in this Agreement, or to such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. Mail, express delivery, facsimile or other electronic transmission.

27. **ACCEPTANCE:** Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as original for all purposes.

28. **NON-BUYER:** No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy which CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

29. **INSCONTINUOUS:** It should be noted that one party concluding this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall assume the delivery and return of the equipment. Any provision of the Agreement which may be deemed or interpreted to be prohibited or unenforceable in any jurisdiction or any provision of this Agreement which is ineffective to the extent of such restriction or unenforceability, without impacting the remaining provisions of this Agreement. No such provision or interpretation in any jurisdiction shall invalidate or render unenforceable such provisions in any other jurisdiction. Customer agrees that CFS or its agent acting in accordance with this Agreement authorizing the documentation, serial number, and location, otherwise, the Agreement contains the terms and conditions between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

30. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTION TO THE JURISDICTION OF SUCH COURTS AND OBJECTION TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Initials

CF5-103 (2/00)

Canon

Canon Financial Services, Inc.

Addendum to Agreement

WHEREAS, Canon Financial Services, Inc. ("CFS") and Urban Brands Inc. ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

7. Acceptance: On the second line delete "ten (10)" and replace with "thirty (30)". Delete the last sentence.

10. Indemnity: At the end of the first sentence, insert [except due to CFS' gross negligence]

12. Taxes; Other Fees and Charges: Delete the last sentence.

15. Default: At the end of subsection (a) insert "and such default is not cured within 30 days after notice hereof from CFS."

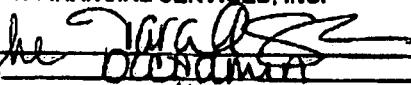
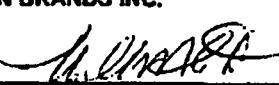
16. Remedies: In subsection (c) delete "with or without notice, demand or legal process" and replace with "with notice, demand or legal process." In third line after "and Customer authorizes and empowers CFS to enter premises wherever the equipment may be found" insert "and needs to be accompanied by Customer representative."

17. Late Charge: In first sentence replace [on or before the applicable due date] with [in 10 days]. Delete last sentence.

19. Renewal; Return: On first and third line delete "60" and replace with "90".

27. Facsimile Acceptance: In the first sentence, after "CFS" insert "Customer". After facsimile copies of customer's, insert "and CFS".

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.

CANON FINANCIAL SERVICES, INC.		URBAN BRANDS INC.	
By:		By:	
Title:	DOUGLASS M. WHITE	Printed Name:	MICHAEL M. WHITE
Date:	4/16/09	Title:	VP
		By:	
		Printed Name:	
		Title:	

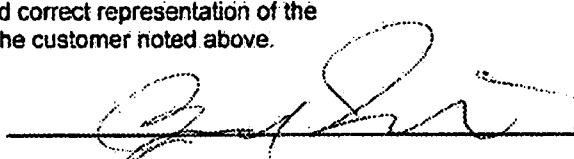
CARSON FINANCIAL SERVICES, INC.
STATEMENT OF ACCOUNT

Customer Name: URBAN BRANDS INC
Contract Number: 001-0190669-009

Statement Date: 10/11/2010
Default Date: 08/1/2010

Remaining L/R Balance (discounted to the present value of 6%)	\$15,368.42
Purchase Option Price (per Agreement)	\$12,855.55
Fair Market Value	
Sales/Use Tax	\$0.00
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$86.16
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$350.67
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	<u>\$28,660.80</u>
PLUS - Legal Fees	7,165.20
PLUS - Service Tax for Legal Fees	0.00
Total Due and Owing	<u>\$35,826.00</u>

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.





LEASE AGREEMENT

CS-1020 (2/08)

Canon

Canon Financial Services, Inc. ("CFS")
Residence Address: 14004 Collections Center Dr.
Chicago, Illinois 60693 (800) 220-0200

COMPANY LEGAL NAME	Urban Brands Inc	AGREEMENT NUMBER	1-19069-10	PHONE	201-319-9093
BILLING ADDRESS	100 Metro Way	CITY	Secaucus	STATE	NJ ZIP 07094
EQUIPMENT ADDRESS	SAME	CITY		STATE	ZIP
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *	
2		ImageRUNNER 5065 and all accessories	36	\$1,086.05	
				Tax included	
FIRST PAYMENT AMOUNT			TERM IN MONTHS		
FIRST & LAST PAYMENT(S)	+ SECURITY DEPOSIT	= TOTAL DUE AT SIGNING	Payment Frequency:	*Plus Applicable Taxes	
\$ 0	\$ 0	\$ 0	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other
			<input checked="" type="checkbox"/> FAIR MARKET VALUE	<input type="checkbox"/> 10% \$ _____	(whichever)
			<input type="checkbox"/> \$1.00	<input type="checkbox"/> Other	

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH YES NO I: _____ E: _____

If Yes, enter information in boxes above. Bank Routing Code and Customer's Account Number from bottom of check.

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNATURE BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED

By: Sara Mosle
Title: doc.admin
Date: 9/16/09

AUTHORIZED SIGNATURE

By: X Michael Avante Title: Vice President
Printed Name: Michael Avante
Tax ID# 51-0373168 Proprietor, DOB: _____
By: X _____ Title: _____
Printed Name: _____

To Canon Financial Services, Inc. ("CFS")

ACCEPTANCE CERTIFICATE

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: X

Title (if any):

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer at 100 Metro Way Secaucus NJ 07094, under the laws of the State of New Jersey, via its chief executive office at 14004 Collections Center Drive, Suite 200, Mount Laurel, New Jersey 08043, the equipment described above, together with replacement parts and related service in and addition to such equipment ("the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount each Payment specified in Number and Amount of Payments section above and the 10% or Other Purchase Options specified above are based on the option's last estimate of the cost of the Equipment. Such Payments and Purchase Options prices will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments and Purchase Options price by up to 10% thereof (±10%).

2. AGREEMENT PAYMENTS: Customer agrees to pay to CFS, in advance, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments," and (b) such other amounts specified elsewhere as provided by CFS ("Payments").

3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under this Agreement will be applied in amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice for each such amount, and among amounts owing the same date in such order as CFS, in its discretion, may determine.

4. TERM OF AGREEMENT: The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise consents to the Equipment or specified terms after acceptance of the Equipment. Customer shall have a right to cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer or under this Agreement have been paid or provided and (a) Customer has purchased the Equipment in accordance with his/her instructions or (b) the Equipment has been returned at the end of the scheduled term or returned home in accordance with the terms of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.

SIZE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

5. PERSONAL GUARANTY: In consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement together with any addendum or supplement thereto, the "Agreement," ("Customer") unconditionally, jointly and severally, promises to CFS, to hold harmless and defend, the premises where all or any part of the Equipment is located, and the performance by Customer of all covenants, conditions and terms of this Agreement and any other financial transaction between Customer and CFS ("Lessor") ("Customer" and Lessor collectively referred to as "Parties" or "Parties hereto" and any one of them individually as a "Party" and the other as "Counterparty"), to pay or cause to be paid to any creditor whomsoever by force due from Customer and to keep any enforcement of Counterparty's rights against Customer to the minimum extent possible. The Counterparty agrees that this is an unconditional, continuing guarantee and that it shall not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether or not by cancellation, termination or otherwise.

Any payment made by CFS to the Lessor in connection with debts, expenses or required to be retained by Customer for expenses relating to the Equipment, including, but not limited to, insurance or any other person, the Lessor in which such payment was made for the purpose of this Counterparty to demand to have confirmed in writing, notwithstanding any other agreement, that this Counterparty shall be liable only to Lessor, subject to Lessor's representations, warranties, or agreements otherwise stated after the effective date of this Agreement and shall not affect CFS's rights under this Agreement.

The Counterparty waives all defenses, pre-emption and notices of every nature, including, any rights of set-off and any defenses available to a counterparty for the defense of payment and performance in this Agreement.

6. APPLICABILITY OF LAW: The Counterparty understands and agrees that (a) notice of termination of this Agreement, (b) notice of default and (c) notice to replace Counterparty or any other party before enforcing this Agreement and (d) right of replevin by CFS, after legal action by Customer and Counterparty's failure to cure all non-compliance within 60 days of notice. The Counterparty consent and agree that any statements and understandings of terms of payment, (e) failure, administration or compromise or reorganization upon the Equipment and other properties or any collateral therefor, and (f) breach of any right tender date or any other agreement between CFS and Counterparty or any third party, may be made, granted and enforced by CFS without notice to the Counterparty and without any manner affecting the Counterparty's obligations under this Agreement.

The Counterparty agrees to pay to CFS, interest bearing attorney fees and legal expenses of plaintiff incurred by CFS in connection with the defense of the Equipment, or any part thereof and in enforcing the Agreement. THIS COMMUNITY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE PARTIES TO THIS AGREEMENT SHALL BE CONSIDERED BY THE LAWS OF THE STATE OF NEW JERSEY, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE COUNTERPARTY'S PLACE OF BUSINESS IS LOCATED. THE COUNTERPARTY, IN THEIR EXERCISE OF THEIR DIVERSITY RIGHTS, IRREVOCABLY WAIVE ELECTIONS TO HAVE ANY ACTION OF SUCH COURTS ADJUDICATE THIS CONTRACT IN VENUE AND CONVENTION OF FORUM. THE COUNTERPARTY, BY THEIR EXERCISE OF THEIR DIVERSITY RIGHTS, IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Counterparty agrees that CFS may accept a facsimile or other electronic transmission of the Counterparty's signature as an original for all purposes.

Printed Name: _____ Signature: X _____ Date: _____
Address: _____ Phone: _____
Printed Name: _____ Signature: X _____ Date: _____
Address: _____ Phone: _____
Printed Name: _____ Signature: X _____ Date: _____
Address: _____ Phone: _____

CFIS-1020 (2/08)

6. ADVANCE PAYMENT; SECURITY DEPOSIT: CPS may apply, but shall not be entitled to apply, any "Advance Payment" or "Security Deposit" specified above to any payment due to CPS. In which event Customer shall promptly reduce its CPS payment to reflect any amount so applied. In no event shall any advance payment or security deposit earn interest except where required by applicable law. No portion of any security deposit will be retained by Customer until all of Customer's obligations have been fully performed as expressly provided in this Agreement. If the "Nonresponsible" box is checked, no portion of any security deposit will be retained by Customer for any nonresponsible reasons.

8. NO CPS WARRANTY; CUSTOMER ACKNOWLEDGES THAT CPS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT; CUSTOMER AGREES THAT THE EQUIPMENT IS IN "AS-BUILT" "AS-IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CPS HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. By entering into contract with the Company made by the supplier, dealer, or manufacturer it is agreed that, nothing contained in this Agreement, CPS agrees to Customer, solely for the purpose of making and preventing any such claim, the right, if any, which CPS may have against the supplier, dealer or manufacturer, for breach of warranty or other representations respecting any item of equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT WHETHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO NAME OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CPS.

7. ACCEPTANCE; DELIVERY: Customer's execution of this Acceptance Certificate, or Customer's provision to CPS of other confirmation of his acceptance of the Equipment, shall constitute irrevocable acceptance of the Equipment by CPS and Customer and, unless otherwise specified in this contract, delivery of the Equipment to CPS will occur, within ten (10) days after delivery of the Equipment ordered to CPS written notice of nonacceptance of any of the Equipment, confirming the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. CPS is the lessor and Customer is the lessee of the Equipment under this Agreement. All returns CPS and Customer and, unless otherwise specified in this contract, delivery of the Equipment to CPS will occur, within five (5) days after delivery of the Equipment ordered to CPS written notice of nonacceptance of any of the Equipment, confirming the reasons therefor and specifically referencing this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. LOCATOR; ENERGY RANGER OFFICER: Customer shall not use the Equipment from the location specified herein except with the prior written consent of CPS. Customer agrees that it will keep the Equipment free and clear of all statute and local laws, rules and regulations, including the rules of the State of New Jersey.

9. CONTRACTOR'S OFFICE: Customer's legal name as set forth in its constituent documents filed with the appropriate government offices or agency, if any, shall be listed herein. Upon request, Customer will designate to CPS a good standing local executive officer or its corporate station (including, without limitation, its divisional or regional offices) whose name has been given at least 30 days prior written notice and Customer has executed and delivered CPS such financing documents and/or agreements required and appropriate.

9. USE; FINANCING STATEMENT: Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall not use the Equipment subject to the ownership by a lessor or owner of such Equipment. Customer authorizes CPS (and any third party vendor designated by CPS) to inspect and file, (a) financing statements concerning the interest of CPS in the Equipment, (b) continuation statements covering the same, and (c) amendments (including leases) concerning a leasehold interest in the Equipment that the lessor or owner holds), and Customer irrevocably waives any right to notify them.

10. INDEMNITY: Customer agrees to reimburse CPS for and to defend CPS against any claim, loss, damage or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. MAINTENANCE; ALTERNATIVES: Customer will keep and maintain the Equipment in a good working order and condition at Customer's expense, supply and install replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CPS, make any changes or modifications to the Equipment. Any and all modifications made, even ones minor, shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES; CUSTOMER SHALL PAY AND CHARGE WHICH EVER ALL LIENSES AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, WHETHER IN THE NATURE OF COMMISSION, INTEREST, AND ADDITIONAL FEES, BASED ON OR AS ANY DUES IMPOSED UPON THEM BY THE GOVERNMENT, THE PURCHASE PRICE AND/OR THE PERFORMANCE OF AN EQUIPMENT, WHETHER DIRECTLY OR INDIRECTLY, WHICH ARE INCURRED BY THE PURCHASER, EXPENSE OR CHARGE IF SUCH PAYMENTS ARE MADE BY CPS, CUSTOMER SHALL PROMPTLY REIMBURSE CPS, UPON DEMAND, FOR ALL SUCH PAYMENTS MADE PLUS AN ADDITIONAL FIVE (5%) PERCENTAGE OVER AND ABOVE THE AMOUNT PAID, PROVIDED, HOWEVER, IF ANY PURCHASE PAYMENT MADE BY CPS IS FOR PURCHASE OF PERSONAL PROPERTY WHICH IS NOT FOR BUSINESS PURPOSES, CPS IS NOT ELIGIBLE TO REIMBURSE CPS ITS ADMINISTRATIVE FEES, IN THE AMOUNT OF ONE HUNDRED FIFTY (\$150) DOLLARS, PER ITEM FOR WHICH PAYMENT WAS MADE.

13. INSURANCE: Customer, at its sole cost and expense, shall obtain and pay for insurance for a deductible not exceeding \$1,000 and as is time and amount, and with coverage extending to CPS as lessor, CPS as owner, and CPS as lessee, for each occurrence of any damage or damage to the Equipment. If any insurance shall eventually cancel or terminate, Customer shall pay the premium for such insurance, which is responsible for all deductible portions thereof, and shall furnish written evidence of the cancellation or termination to CPS. CPS shall be furnished evidence of insurance in CPS's records of such insurance, at the option of CPS, shall be applied to (a) defenses or repair the Equipment, or (b) pay CPS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of: (i) all amounts due paid by Customer to CPS under this Agreement; (ii) the present value of all remaining payments for the full term of this Agreement; (iii) the "Asset Value," and the "Stated Value" shall be: (A) for the Agreement with CPS, the 10% purchase option, \$10; (B) for an Agreement with CPS with no purchase option or a Fair Market Value purchase option, the Fair Market Value of the Equipment shall be the lesser between (A) and (C) for an Agreement with a Other CPS Purchaser Option, the amount indicated in the negotiations of such purchase option on the date of this Agreement plus (D) any applicable fees, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at 9% per year. Customer hereby agrees CPS as Customer's attorney-in-fact to acts done for, including payment of, and execute and witness all documents, checks, or drafts for any item of damage under any such insurance policy. Within ten (10) days after CPS's request, Customer shall to deliver satisfactory evidence of such damages to CPS, then CPS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CPS, at the expense of Customer. Customer hereby agrees that CPS shall be entitled to retain any sum received under this Agreement.

14. LOSS, DAMAGE: Customer remains and shall bear the entire risk of loss, theft, or damage to the Equipment for the full replacement value thereof, and (2) compensation for public liability and property damage losses. All other insurance shall provide for a deductible not exceeding \$1,000 and as is time and amount, and with coverage extending to CPS as lessor, CPS as owner, and CPS as lessee, for each occurrence of any damage or damage to the Equipment, if any insurance shall eventually cancel or terminate, Customer shall pay the premium for such insurance, which is responsible for all deductible portions thereof, and shall furnish written evidence of the cancellation or termination to CPS. CPS shall be furnished evidence of insurance in CPS's records of such insurance, at the option of CPS, shall be applied to CPS as lessor, CPS as owner, and CPS as lessee, without prejudice of any kind.

15. DEFAULT: Any of the following events or conditions shall constitute a default of Customer under this Agreement: (a) if Customer fails to pay CPS, whether or not on time, under any of the obligations of Customer to CPS, whether or not on time, under any of the obligations of Customer to any other creditor under any agreement of indebtedness; (b) if Customer fails to pay CPS, whether or not on time, under any of the obligations of Customer to any other creditor under any agreement of indebtedness; (c) if a receiver, trustee, conservator, or liquidator is appointed for Customer, or any of its property; (d) if any statement, representation or warranty made by Customer or any other creditor to CPS is breached; or (e) if Customer is a creditor whose title is a judgment, decree, award, or verdict, and in any other manner.

16. REMEDIES: Upon the happening of any one or more of the events described in this section, CPS shall have the right to exercise any one or all of the following remedies (which shall be cumulative, stand-alone, or severally, and in any order): (1) to declare all unpaid payments and other amounts due and payable under this Agreement, (2) to require CPS to immediately repair such damage at Customer's expense, or any item of equipment in a condition acceptable to CPS and to repair such damage to the Equipment at Customer's expense, and (3) to pay CPS the remaining Lease Balance. Upon CPS's termination of the Remaining Lease Balance, Customer shall be entitled to withdraw funds from CPS if any amount is held by CPS under this Agreement, or (4) pay CPS the remaining Lease Balance. Upon CPS's termination of the Remaining Lease Balance, Customer shall be entitled to withdraw funds from CPS if any amount is held by CPS under this Agreement, or (5) pay CPS the remaining Lease Balance.

17. LATE CHARGE; EXPENSES OF ENFORCEMENT: If Customer fails to pay any amount due to CPS under this Agreement or before the applicable due date, Customer shall pay CPS, upon demand, an annual agreed-to-be-paid percentage (10%) of each such delayed payment plus interest on any delayed payment up to the actual amount by CPS. The amounts specified above shall be paid as liquidated damages and as compensation for CPS's interest in recovering interest on such late payment. In addition, Customer shall reimburse CPS for all of its out-of-pocket costs and expenses incurred in connection with any such late payment. CPS may exercise its rights under this Agreement or in recovering any of the sums or payment due to CPS, including, without limitation, the attorney's fees and expenses and its out-of-pocket expenses of collection agencies, whether or not suit is brought. If CPS should bring suit for recovery of such sums or payment due to CPS, Customer shall pay CPS its attorney's fees and expenses, and CPS's costs of defense, together with its reasonable attorney's fees.

18. ASSIGNMENT; CPS SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLICENSE CPS OR GRANT CPS A MORTGAGE OVER THIS AGREEMENT. CPS may pledge or transfer this Agreement. Customer agrees that CPS shall not assign this Agreement. No new waiver will be given the same legal and binding effect that CPS has a new and old will have to perform CPS's obligations under CPS's sublessee to parties. Customer agrees that CPS shall not assign this Agreement. CPS shall be liable for the obligations contained in this Agreement, and the obligations of CPS under this Agreement, are personal obligations of CPS. CPS shall not assign this Agreement, and the obligations of CPS under this Agreement, are personal obligations of CPS.

19. RETENTION; PAYOFF: CPS in the case of an Agreement containing \$10,000 or more dollars (\$10,000) whichever is greater for each billing period or portion of a billing period such Payment is on credit to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CPS's interest in recovering interest on such late payment. In addition, Customer shall reimburse CPS for all of its out-of-pocket costs and expenses incurred in recovering interest on such late payment by CPS. CPS may exercise its rights under this Agreement or in recovering any of the sums or payment due to CPS, including, without limitation, the attorney's fees and expenses and its out-of-pocket expenses of collection agencies, whether or not suit is brought. If CPS should bring suit for recovery of such sums or payment due to CPS, Customer shall pay CPS its attorney's fees and expenses, and CPS's costs of defense, together with its reasonable attorney's fees.

20. PURCHASE OPTION; CPS in the case of an Agreement containing \$10,000 or more dollars (\$10,000) whichever is greater for each billing period or portion of a billing period such Payment is on credit to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CPS's interest in recovering interest on such late payment by CPS. CPS may exercise its rights under this Agreement or in recovering any of the sums or payment due to CPS, including, without limitation, the attorney's fees and expenses and its out-of-pocket expenses of collection agencies, whether or not suit is brought. If CPS should bring suit for recovery of such sums or payment due to CPS, Customer shall pay CPS its attorney's fees and expenses, and CPS's costs of defense, together with its reasonable attorney's fees.

21. WARRANTY OF SELLER'S PURPOSE: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.

22. PERSONAL PROPERTIES: The Equipment and all other personal property regardless of whether it has been affixed to real property or permanently attached thereto or any improvement to real property.

23. MAINTENANCE; RECHARACTERIZED AGREEMENT: No Person is intended to exceed the economic intent of fair use intended or intended, as applicable, permitted by the leased or retained by Customer or its lessee. CPS will be entitled to receive payment due under this Agreement, to income rates of return, and interest rates, or whatever, if this Agreement is recharacterized as a conditional sale or lease, Customer binds greater to CPS, its successors and assigns, a severely limited in the Equipment to excess payment and performance of Customer's obligations under this Agreement.

24. LEGAL ARTICLE NO. 8: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A FINANCIAL LEASE AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CPS IS ENTITLED TO ALL RIGHTS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCIAL LEASE.

25. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly included, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim directly against the supplier, dealer, or manufacturer of Customer's choice and all implied and future claims and actions against any Payment or other charges due under this Agreement, and unless timely agreed to pay back Payment and other charges, regardless of any kind of claim.

26. NOTICES: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, e-mailed to such party at the address and form in this Agreement, or if such other address as may be duly designated in writing hereunto by Customer. Any notices from CPS to Customer shall be effective three days after it has been deposited in the mail, duly addressed. All notices to CPS from Customer shall be effective after it has been received via U.S. Mail, express delivery, facsimile or other electronic transmission.

27. ELECTRONIC ACCEPTANCE: Customer agrees that CPS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as original, and that facsimile or electronic transmission copies of Customer's signature will be treated as original for all purposes.

28. NONTRANSFER: No transfer of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CPS. Failure to exercise any remedy which CPS may have shall not constitute a waiver of any obligation to which Customer is subject.

29. MISCELLANEOUS: It shall not be deemed that any party executing this Agreement on Customer, or its agents to be performed by Customer shall be the joint and several liability of all such parties. Customer represents, warrants, and certifies that the equipment described and named in the equipment and equipment by name or number, as applicable, referred to in this Agreement, which may be determined by inspection and/or by certificate in any jurisdiction, shall, as to each jurisdiction, be unaffected by the action of any governmental authority or by the filing of any proceeding in any jurisdiction against any such equipment or any portion thereof under any applicable law, rule, regulation, or order. Customer agrees that CPS may furnish subpoena duces tecum or other process to any court or administrative body having jurisdiction over the Equipment, describing the Equipment's description, serial number, and location, otherwise, the Agreement requires the entire equipment between Customer and CPS and all conditions and warranties of this Agreement shall be subject to such subpoena duces tecum or other process to be issued in writing and signed by the party.

30. GOVERNING LAW; VENUE; JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CPS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLE, AND ANY ACTION BETWEEN CUSTOMER AND CPS SHALL BE ENFORCED IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CPS'S PLACE OF BUSINESS, IN THE STATE WHERE THE EQUIPMENT IS LOCATED.

31. CONSTRUCTION: IF IT IS EXECUTED AND DELIVERED HEREOF, BREVITY WILL NOT VAULTS CONSTRUCTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CPS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.



Canon Financial Services, Inc.

**Addendum to Agreement
for application 601984**

WHEREAS, Canon Financial Services, Inc. ("CFS") and Urban Brands Inc. ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement are changed as follows:

PERSONAL GUARANTY: The Personal Guaranty section is deleted in its entirety.

1. AGREEMENT: Paragraph 1 is amended by deleting the last sentence in its entirety.

7. ACCEPTANCE; DELIVERY: Paragraph 7 is amended by (i) deleting "ten (10)" and replacing with "thirty (30)" in the first sentence and (ii) deleting the last sentence in its entirety.

10. INDEMNITY: Paragraph 10 is amended by adding the following to the end of the first sentence: "unless due to CFS' negligence, gross negligence, and/or willful misconduct".

11. MAINTENANCE; ALTERATIONS: Paragraph 11 is amended by adding the following after the first sentence: "Customer may, at its own expense, enter into a maintenance agreement with an authorized Canon service provider."

12. TAXES; OTHER FEES AND CHARGES: Paragraph 12 is amended by deleting the fourth, fifth, and last sentences in their entirety.

15. DEFAULT: Paragraph 15 is amended by adding the following to the end of subsection (a): "and such default continues for 30 days after notice from CFS".

16. REMEDIES: Paragraph 16 is amended by (i) in subsection (a), deleting the words "or without" and (ii) in subsection (c), after the words "and Customer authorizes and empowers CFS to enter premises wherever the Equipment may be found" inserting the words "if accompanied by a Customer representative."

17. LATE CHARGES: Paragraph 17 is amended by (i) replacing the words "on or before" with the words "within 30 days following" in the first sentence and (ii) deleting the last sentence in its entirety.

19. RENEWAL; RETURN: Paragraph 19 is amended by deleting each instance of "sixty (60)" and replacing with "thirty (30)".

27. FACSIMILE ACCEPTANCE: Paragraph 27 is deleted in its entirety and replaced with the following: "Each party agrees that the other party may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of each party's signature will be treated as an original for all purposes."

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. **THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.**

CANON FINANCIAL SERVICES, INC. By: <i>[Signature]</i> Title: <i>SAM MURKIN</i> Date: <i>9/16/09</i>	URBAN BRANDS INC By: <i>[Signature]</i> Printed Name: <i>Michael Stone</i> Title: <i>V.P./Treasurer</i>
By: _____ Printed Name: _____ Title: _____	

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (person)

Phone: 800-331-3282 Fax:

B. SEND ADDITIONAL DOCUMENT TO: (Name and Address)

UCC Direct Services
P.O. Box 23071
Glendale CA, 91209-9071

20261880

DEDE

11025 -

File with: Secretary of State, DE

CT Lien Solutions
Representation of filer

This filing is Completed
File Number : 20093047492
File Date : 23-SEP-2009

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

2c. MAILING ADDRESS
100 METRO WAYCITY
SECaucusSTATE
NJPOSTAL CODE
07094COUNTRY
USA2d. SECURITIES/INSTRUCTIONS 2a. INFO RE
ORGANIZATION
DEBTOR2b. TYPE OF ORGANIZATION
CORPORATION2f. JURISDICTION OF ORGANIZATION
DE2g. ORGANIZATIONAL ID# if any
2611422 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. SECURITIES/INSTRUCTIONS 2a. INFO RE
ORGANIZATION
DEBTOR

2b. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID# if any

 NONE

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

3a. ORGANIZATION'S NAME
CANON FINANCIAL SERVICES

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS
158 GAITHER DRIVE, #200CITY
MT LAURELSTATE
NJPOSTAL CODE
08054COUNTRY
USA

4. THIS FINANCING STATEMENT covers the following collateral:

All equipment now or hereafter leased, sold, or financed by Canon Financial Services, Inc. and all general intangibles and accounts receivable with respect to said equipment, and all replacements of, additions to, substitutions for and proceeds of the foregoing.

5. ALTERNATE DESIGNATION (if applicable)	<input checked="" type="checkbox"/> LESSEE/LESSOR	CONSCIE/CONSIGNOR	BAILEE/BALOR	SELLER/BUYER	AGLLEN	NON-UCC FILING
6. <input type="checkbox"/> THE FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS <input type="checkbox"/> Deed Annexes <input type="checkbox"/> (if applicable)	<input type="checkbox"/> Check to REQUEST SEARCH REPORT (S) on Debtor(s) <input type="checkbox"/> General	SEARCH REPORT (S) on Debtor(s)	<input type="checkbox"/> As Debtor	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

20261880

001-0190609-010

1264 FAYE MICHA

Prepared by CT Lien Solutions (3.23.0)

CARSON FINANCIAL SERVICES, INC.
STATEMENT OF ACCOUNT

Customer Name: URBAN BRANDS INC.
Contract Number: 001-0190669-010

Statement Date: 10/11/2010
Default Date: 08/1/2010

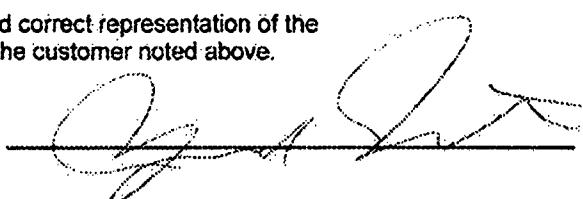
Remaining L/R Balance (discounted to the present value of 6%) \$27,761.27

Purchase Option Price (per Agreement) \$17,534.88

Fair Market Value

Sales/Use Tax	\$0.00
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$104.16
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$217.20
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	<hr/> \$45,617.51
PLUS - Legal Fees	11,404.38
PLUS - Service Tax for Legal Fees	0.00
Total Due and Owing	<hr/> \$57,021.89

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.





LEASE AGREEMENT

CFS-1020 (0209)
AGREEMENT
NUMBER

1-190100-11



Canon Financial Services, Inc. ("CFS")
Remittance Address: 14004 Collections Center Dr.
Chicago, Illinois 60633 (800) 220-0200

COMPANY LEGAL NAME	Urban Brands Inc	(Order#)	PHONE	201-319-9093
BUSINESS ADDRESS	100 Metro Way	CITY	STATE	NJ
ADDRESS	Secaucus	COUNTY	ZIP	07094
EQUIPMENT ADDRESS	SAME	CITY	STREET	
EQUIPMENT INFORMATION		NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment*
1	KCTY00554	ImagePRESS C6000 and all accessories	48	\$3,829.53
				Tax Included
FIRST PAYMENT AMOUNT		TERMS AND CONDITIONS		
FIRST & LAST PAYMENT(S)	+ SECURITY DEPOSIT	= TOTAL DUE AT SIGNING	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	
\$ 0	\$ 0	\$ 0	<input checked="" type="checkbox"/> FAIR MARKET VALUE \$1.00 <input type="checkbox"/> 10% <input type="checkbox"/> Other _____	
Nonrefundable		Check must accompany payment.		

Automated Clearing House (ACH) Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

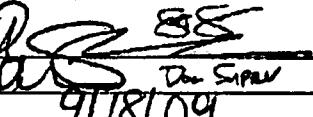
ACH YES NO I: _____

If Yes, enter information in boxes above: Bank Routing Code and Customer's Account Number from bottom of check.

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED

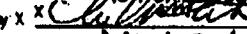
CANON FINANCIAL SERVICES, INC.

By: 

Title: Director Date: 9/18/09

Date: 9/18/09

AUTHORIZED CUSTOMER SIGNATURE

By:  Title: X VP/Treasurer

Printed Name: X Michael A. Note

Tax ID: X 51-0373678 If proprietor, DOB: _____

By: _____ Title: _____

Printed Name: _____

CX: Canon Financial Services, Inc. ("CFS")

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is immediately accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: X _____ Printed Name: _____

Title (if any): _____

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, _____, an equipment under the laws of the State of _____, with its chief executive office at _____, and Customer leases from CFS, with its place of business at 14004 Collections Center Drive, Secaucus, New Jersey 07094, all the equipment described above, together with all replacement parts and modifications for and addition to all such equipment ("Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment, cancellation in Number and Amount of Payments section above and the 10% of Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option prices will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more than the estimate and, in that event, Customer authorizes CFS to adjust such Payments and Purchase Option prices up to 10% above current (\$1.00).

2. AGREEMENT PAYMENT: Customer agrees to pay to CFS, as interest, during the term of this Agreement, (a) the payments specified under "Interest and Award of Payments," and (b) such other amounts specified hereunder as specified by CFS ("Payments").

3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice, for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may choose.

4. TERM OF AGREEMENT: The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer receives CFS's Acceptance Confirmation or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement during the term hereof. The term of this Agreement shall end, unless earlier terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid in full and either (i) the Equipment has been returned at the end of the scheduled term or removed from Customer with the issuance of a bill of sale, or (ii) Customer has paid to CFS the amount of any reasonable charges, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTY

The undersigned, (whichever one or more are specified, the "Guarantor"), in consideration of CANON FINANCIAL SERVICES, INC. ("CFS") entering into an Agreement and Payment with any subscriber as may hereinabove mentioned, we, the undersigned, (hereinafter referred to as "Customer") hereto and undividedly, jointly and severally, guarantee to CFS, and to successors and assigns, the payment when due of all amounts owing under the Agreement and any other financial transactions between Customer and CFS (hereinafter referred to as "Liabilities"). If Customer fails to pay to CFS any or all of the Liabilities when due, the Guarantor agrees, upon demand, to pay any amounts which may be due from Customer and in turn any action against Customer under the Agreement. The Guarantor agrees that this is an absolute and continuing guarantee and that its liability under this Agreement is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any change or release of Customer's obligations, whether by act of God or otherwise.

If any payment required by CFS in the Liabilities (whether or not made, recovered or required to be recovered for any reason, including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the liability to which such payment was applied shall not affect the rights of CFS to recover such amounts in its discretion, notwithstanding such application, and the Guarantor shall be liable only to the extent of such Liabilities as paid on it and such application had never been made.

The Guarantor, unless all defenses, demands, presentations and notices of any kind, except as may otherwise be provided in the Agreement or other agreements entered into prior to such date, shall be liable only to the extent of such Liabilities as paid on it and such application had never been made. The Guarantor shall be liable only to the extent of such Liabilities as paid on it and such application had never been made. The Guarantor agrees and agrees that any (i) covenants and conditions and/or rights of payment, (ii) releases, substitutions or co-operative or confidential covenants upon the Equipment, other guarantees or any collateral documents and (iii) exercise of any power or right under this or any other agreement between CFS and Customer or any third party, may be altered and effected by CFS without notice to the Guarantor and without in any manner affecting the Guarantor's liability under this Agreement.

The Guarantor agrees to pay all expenses including attorney's fees and legal expenses paid or incurred by CFS in enforcing this Agreement, or any part thereof and to enforce the Liabilities, or any part thereof and to enforce the Liabilities, or any part thereof and to enforce the Liabilities. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE PARTIES TO THE PAYMENT UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN THE CREDITORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE GUARANTOR OR THE EQUIPMENT IS LOCATED. THE GUARANTOR WAIVES THEIR JURISDICTION AND IRREVOCABLY NAME OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND COLECTIONS TO VENUE AND CONVENIENCE OF FORUM. THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantor agrees that CFS may accept a facsimile or other electronic transmission copy of this Guaranty as original, and that facsimile or electronically transmitted copies of the Guarantor's signatures will be treated as valid for all purposes.

Printed Name: _____ Signature: X _____ (No Title) Date: _____

Address: _____ Phone: _____

Printed Name: X _____ (No Title) Date: _____

Address: _____ Phone: _____

CFS-1020 (0209)

Initial: _____



Canon Financial Services, Inc.

**Addendum to Agreement
for application 603136**

WHEREAS, Canon Financial Services, Inc. ("CFS") and Urban Brands Inc. ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement are changed as follows:

PERSONAL GUARANTY: The Personal Guaranty section is deleted in its entirety.

1. AGREEMENT: Paragraph 1 is amended by deleting the last sentence in its entirety.

7. ACCEPTANCE; DELIVERY: Paragraph 7 is amended by (i) deleting "ten (10)" and replacing with "thirty (30)" in the first sentence and (ii) deleting the last sentence in its entirety.

10. INDEMNITY: Paragraph 10 is amended by adding the following to the end of the first sentence: "unless due to CFS' negligence, gross negligence, and/or willful misconduct".

11. MAINTENANCE; ALTERATIONS: Paragraph 11 is amended by adding the following after the first sentence: "Customer may, at its own expense, enter into a maintenance agreement with an authorized Canon service provider."

12. TAXES; OTHER FEES AND CHARGES: Paragraph 12 is amended by deleting the fourth, fifth, and last sentences in their entirety.

15. DEFAULT: Paragraph 15 is amended by adding the following to the end of subsection (a): "and such default continues for 30 days after notice from CFS".

16. REMEDIES: Paragraph 16 is amended by (i) in subsection (c), deleting the words "or without" and (ii) in subsection (c), after the words "and Customer authorizes and empowers CFS to enter premises wherever the Equipment may be found" inserting the words "if accompanied by a Customer representative."

17. LATE CHARGES: Paragraph 17 is amended by (i) replacing the words "on or before" with the words "within 30 days following" in the first sentence and (ii) deleting the last sentence in its entirety.

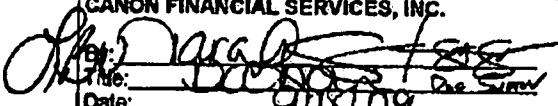
19. RENEWAL; RETURN: Paragraph 19 is amended by deleting each instance of "sixty (60)" and replacing with "thirty (30)".

27. FACSIMILE ACCEPTANCE: Paragraph 27 is deleted in its entirety and replaced with the following: "Each party agrees that the other party may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of each party's signature will be treated as an original for all purposes."

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. **THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.**

CANON FINANCIAL SERVICES, INC.

By:
Title:
Date:


Michael Abonte
9/18/09

URBAN BRANDS INC

By: 
Printed Name: Michael Abonte
Title: VP/Treasurer

By:
Printed Name:
Title:

CANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: URBAN BRANDS INC
Contract Number: 001-0190669-011

Statement Date: 10/11/2010
Default Date: 08/1/2010

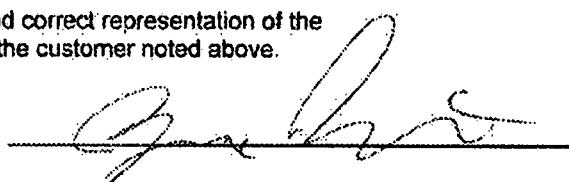
Remaining L/R Balance (discounted to the present value of 6%) \$134,169.01

Purchase Option Price (per Agreement) \$51,861.89

Fair Market Value

Sales/Use Tax	\$0.00
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$731.52
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$5,820.43
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	<hr/> \$192,582.85
PLUS -Legal Fees	48,145.71
PLUS -Service Tax for Legal Fees	0.00
Total Due and Owing	<hr/> \$240,728.56

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



CANON FINANCIAL SERVICES, INC.
158 Gaither Drive, Suite 200
P.O. Box 5008
Mt. Laurel, NJ 08054

October 28, 2010

BMC Group, Inc.
Attn: Urban Brands Claim Processing
P.O. Box 3020
Chanhassen, MN 55317

***Re: Urban Brands, Inc.
Case No. 10-13005-KJC***

Dear Clerk:

Enclosed herein please find an original and one (1) copy of a Proof of Claim as it relates to the above captioned matter. Kindly file the original and return a filed, conformed copy of same in the self-addressed, stamped envelope provided.

Thank you.

Very truly yours,

CANON FINANCIAL SERVICES, INC.

Charles Profera/mdn

CHARLES E. PROFERA
Senior Workout Manager

CEP/mdn
enclosures