


UNITED STATES BANKRUPTCY COURT <i>District of Delaware</i>		PROOF OF CLAIM
Name of Debtor: URBAN BRANDS INC		Case Number: 10-13005 KSC
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):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: <div style="text-align: center;"> Thaddeus Debiok 129 Sagamore Rd Tuckahoe, NY 10707 </div> Telephone number: 914 961 4412		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ 9036.00 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: <u>NOTE</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim: \$ _____ if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ 9036 Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (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:		RECEIVED NOV 17 2010 BMC GROUP
Date: 11-16-2010 Signature: <i>[Signature]</i> 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.		FOR COURT USE ONLY Urban Brands  00145

URBAN BRANDS®

INVESTING IN URBAN AMERICA

February 12, 2010

To: Management Noteholders

Re: Extension of Maturity Date of 10.38% Senior Notes

On February 2, 2010, we sent you a letter asking you to extend the maturity date of your 10.38% Senior Notes to April 15, 2014 (referred to as the "Listed Notes" in the letter). We have received responses from most of the Management Noteholders. We appreciate the quick response from those Management Noteholders who have already approved the extension. Some of the responses have included questions or requests for additional information. We believe it would be helpful to make additional information available to each of the Management Noteholders, including more information about your Listed Notes below and general information in the attached Frequently Asked Questions.

As previously requested (if you have not already done so), please review the letter, and the information provided, and sign both copies of the letter agreeing to the extension. *We ask that you return one of the copies of the signed letter to us by Tuesday, February 16, 2010.* (We previously provided you with a pre-addressed, pre-paid envelope that you can use to return the executed copy to us.) The other copy is for your records.

Again, thank you for your continued support of our Company.

If you have any questions about the letter or this additional information, please contact the Company's counsel, Randall Ray of Gardere Wynne Sewell LLP, at 214-999-4544 or rray@gardere.com.

Sincerely yours,

URBAN BRANDS, INC.

Thaddeus Debiak's Listed Notes:

- Aggregate *original* principal amount of all Listed Notes when issued \$5,000
- Aggregate principal amount of all Listed Notes, including accrued and unpaid interest added to principal, as of *original* Stated Maturity Date of April 15, 2010 \$9,036
- Aggregate principal amount of all Listed Notes, including accrued and unpaid interest added to principal, as of *extended* Stated Maturity Date of April 15, 2014 \$13,413

100 METRO WAY. SECAUCUS, NJ 07094
(201) 319-9093 • (201) 863-3296 (FAX)

GARDERE

attorneys and counselors ■ www.gardere.com

Direct: 214-999-4544
Direct Fax: 214-999-3544
rgray@gardere.com

April 23, 2010

VIA FEDERAL EXPRESS

Thaddeus Debiak
129 Sagamore Road
Tuckahoe, New York 10707

Re: 10.38% Senior Note ("Note") of Urban Brands, Inc. (the "Company")

Dear Mr. Debiak:

As you know, you previously executed an agreement to extend the maturity date of your Note to April 15, 2014 (the "*Extension Agreement*"). In connection with entering into the Extension Agreement, you delivered a Lost Note Affidavit to me as escrow agent. Because the Company ultimately entered into extension agreements with certain other of the Noteholders providing for an earlier extended maturity date of February 15, 2011, the Company has determined to give you the same earlier maturity date, notwithstanding the terms of your Extension Agreement. Accordingly, the Company has issued to you Amended and Restated Note with this earlier maturity date.

In accordance with the Extension Agreement, I am enclosing on behalf of the Company the **original** newly issued Amended and Restated Note listed below for your safekeeping:

- Promissory Note No. AR-014 dated April 21, 2010 in the original principal amount of Five Thousand and NO/100 Dollars (\$5,000.00) executed by Urban Brands, Inc. and payable to the order of Thaddeus Debiak.

Please note that the Amended and Restated Note was issued in the same original principal amount as the original Note and provides for accrual of interest from the date of issuance of such predecessor Note. I am also enclosing on behalf of the Company a spreadsheet. It details, for your Amended and Restated Note, among other things, (1) the original principal amount, (2) the aggregate accrued interest from the date of issuance through April 15, 2009, which amount was previously added each year to the aggregate principal amount pursuant to the terms thereof, (3) the additional accrued interest for the year ended April 15, 2010, which amount the Company has also added to the aggregate

April 23, 2010
Page 2

principal amount pursuant to the terms thereof, and (4) the aggregate principal amount as of April 16, 2010.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "Randall G. Ray". The signature is written in black ink and is positioned to the right of the typed name.

Randall G. Ray

Enclosure

URBAN BRANDS, INC.

SENIOR NOTES

MANAGEMENT NOTEHOLDERS

Noteholder	Related Purchase Agreement	Original Note No.	Original Issue Date	A&R Note No.	A&R Issue Date	Original Principal Amount	Accrued Interest Through April 15, 2009 and Added to Principal	Revised Principal Amount as of April 16, 2009	Accrued Interest for Year Ended April 15, 2010	Total Interest	Revised Principal Amount as of April 16, 2010
Ted Debiak	4/19/04	014	04/19/04	AR-014	04/21/10	\$ 5,000.00	\$ 3,186.18	\$ 8,186.18	\$ 849.73	\$ 4,035.91	\$ 9,035.91
TOTAL						\$ 5,000.00	\$ 3,186.18	\$ 8,186.18	\$ 849.73	\$ 4,035.91	\$ 9,035.91

THE OFFER AND SALE OF THE SECURITY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR QUALIFIED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT IS IN EFFECT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE HOLDER OF THIS SECURITY IS SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT, DATED AS OF APRIL 19, 2004 (AS AMENDED, MODIFIED, SUPPLEMENTED, OR RESTATED FROM TIME TO TIME, THE "PURCHASE AGREEMENT"), AMONG URBAN BRANDS, INC. (THE "COMPANY"), THE GUARANTORS NAMED THEREIN AND THE PURCHASERS NAMED THEREIN. A COPY OF SUCH PURCHASE AGREEMENT IS AVAILABLE AT THE OFFICES OF THE COMPANY.

AMENDED AND RESTATED 10.38% SENIOR NOTES DUE 2011

No. AR-014

\$5,000

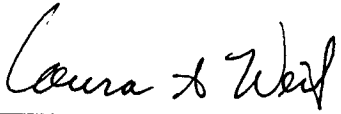
Urban Brands, Inc., a corporation duly organized and existing under the laws of Delaware (herein called the "Company", which term includes any successor Person under the Purchase Agreement), for value received, hereby promises to pay to THADDEUS DEBIAK, or registered assigns, the principal sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) (as such amount may be increased from time to time in accordance with Paragraph 2 on the reverse of this Note) on February 15, 2011 (the "Stated Maturity Date").

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.


IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: April 21, 2010

URBAN BRANDS, INC.

By: 
Laura A. Weil, Chief Executive Officer

Attest:

By: 
Michael A. Abate, Vice President – Finance,
Treasurer and Assistant Secretary

[Form of Reverse of Note]

1. General. This Note is one of a duly authorized issue of Notes of the Company designated as its 10.38% Senior Notes due 2011 (herein called the "Notes"), limited in aggregate principal amount to the sum of (a) \$20,000,000.00 and (b) the amount of interest which, in accordance with the terms of Paragraph 2 below may be capitalized and added to the principal amount of the Notes, in each case, issued and to be issued pursuant to the Purchase Agreement to which Purchase Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company and the Noteholders and of the terms upon which the Notes are, and are to be, issued and delivered.

Principal on this Note shall be payable only against surrender therefor, while payments of interest on this Note shall be made, in accordance with the Purchase Agreement and subject to applicable laws and regulations, by check mailed on or before the due date for such payment to the person entitled thereto at such person's address appearing on the Security Register or, by wire transfer to such account as any Noteholder shall designate by written instructions received by the Company no less than 15 days prior to any applicable Interest Payment Date, which wire instruction shall continue in effect until such time as the Noteholder otherwise notifies the Company or such Noteholder no longer is the registered owner of this Note.

2. Interest. The Company promises to pay interest on the principal amount of this Note from the date of issuance of this Note (or any Predecessor Note) or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrears on April 15 in each year commencing April 15, 2005 (each, an "Interest Payment Date") and at Stated Maturity at the rate of 10.38% *per annum*, until the principal hereof is paid; *provided, however*, that on each such Interest Payment Date the Company may, at its option and in its sole discretion, in lieu of the payment in whole or in part of interest due on this Note, by adding such unpaid amount to the principal amount of this Note on such Interest Payment Date. If the Company elects to pay a portion of the interest due on this Note through an increase in the principal amount of this Note as provided in the immediately preceding sentence, the Company shall, within five (5) Business Days of each relevant Interest Payment Date, deliver to the Noteholder of this Note written notice of such election, which notice shall also state the amount of interest so added to the principal of this Note and the new principal amount of this Note.

To the extent that the payment of such interest shall be legally enforceable, any principal of, or premium or installment of interest on, this Note which is overdue shall bear interest at the rate of 2% *per annum* in excess of the rate of interest then borne by the Notes ("default interest") from the date such amounts are due until they are paid, and the entire amount of such default interest shall be payable in cash.

Interest on this Note shall be computed on the basis of a 360-day year of twelve 30-day months.

All interest payable, on any Interest Payment Date will, as provided in the Purchase Agreement, be paid to the Person in whose name this Note (or one or more Predecessor

Notes) is registered at the close of business on the "Regular Record Date" for such interest, which shall be the fifteenth calendar day (whether or not a Business Day) immediately preceding such Interest Payment Date. Notwithstanding the foregoing, if this Note is issued after a Regular Record Date and prior to an Interest Payment Date, the record date for such Interest Payment Date shall be the original issue date.

3. Optional Redemption. The Company may, at its option, redeem the Notes, in whole or in part at any time after the Closing Date by paying the principal amount owned thereon plus accrued and unpaid interest, if any, to the Redemption Date:

4. Procedures for Redemption. If less than all the Notes are to be redeemed, the Notes shall be redeemed *pro rata* from each Noteholder.

In the event of redemption or purchase pursuant to an offer to purchase this Note in part only, a new Note or Notes for the unredeemed or unpurchased portion hereof will be issued in the name of the Noteholder hereof upon the cancellation hereof.

5. Events of Default. If an Event of Default shall occur and be continuing, the principal of all the Notes may be declared due and payable in the manner and with the effect provided in the Purchase Agreement.

6. Offers to Purchase Notes. The Purchase Agreement provides that, subject to certain conditions, if (i) certain Excess Proceeds are available to the Company as a result of Asset Sales, (ii) a Change of Control occurs or (iii) certain Excess Equity/Debt Proceeds are available to the Company as a result of an Equity Sale or Debt Incurrence, the Company shall be required to make an offer to purchase all or a specified portion of the Notes as provided for in the Purchase Agreement and the Subordination Agreement.

7. Amendments, Modifications and Waivers. The Purchase Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and certain rights of the Noteholders under the Purchase Agreement at any time by the Company with the consent of the holders of a majority in aggregate principal amount of the Notes at the time outstanding. The Purchase Agreement also contains provisions permitting the Noteholders of specified percentages in the aggregate principal amount of the Notes at the time outstanding, on behalf of the Noteholders of all the Notes, to waive compliance by the Company with certain provisions of the Agreement and certain past defaults under the Agreement and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such Noteholder and upon all future Noteholders and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

8. Registration of Transfer. As provided in the Purchase Agreement and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the principal offices of the Company, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by, the holder hereof or his attorney duly authorized

in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations authorized under the Purchase Agreement. As provided in the Purchase Agreement and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a different authorized denomination, as requested by the Noteholder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company and any agent of the Company may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

9. Miscellaneous. All terms used in this Note which are defined in the Purchase Agreement shall have the meanings assigned to them in the Purchase Agreement.

10. REPLACEMENT. THIS NOTE IS ISSUED IN SUBSTITUTION FOR AND REPLACEMENT OF, BUT NOT IN PAYMENT OF, THE PREDECESSOR NOTE, WHICH WAS THE 10.38% SENIOR NOTE DUE 2010, NO. 014, ISSUED PURSUANT TO THE PURCHASE AGREEMENT AND PAYABLE TO THE ORDER OF THADDEUS DEBIAK, IN THE STATED PRINCIPAL AMOUNT OF \$5,000.00.

11. THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

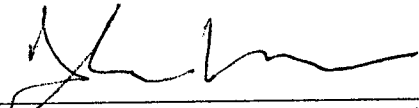
OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased in its entirety by the Company pursuant to Section 7.08, 7.09 or 7.10 of the Agreement, check the box:



If you want to elect to have only a part of the principal amount of this Note purchased by the Company pursuant to Section 7.08, 7.09 or 7.10 of the Agreement, state the portion of such amount: \$ _____.

Dated: 5/10/10

Your Signature: 
(Sign exactly as name appears on the other side of this Note)

Signature Guarantee:

 5/10/10

(Signature must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signature Program (“MSP”) or such other signature guarantee program as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.)