



<b>UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Urban Brands, Inc.</b>		Case Number: <b>10-13005-KJC</b>
NOTE: <i>This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>PIONEER CREDIT OPPORTUNITIES FUND LP</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent:  25641042090091 PIONEER CREDIT OPPORTUNITIES FUND LP (TRANSFEROR: CLUB HOUSE CREATIONS) ATTN: ADAM STEIN-SAPIR GREELEY SQUARE STATION PO BOX 20188 39 W 31ST ST NEW YORK, NY 10001		Court Claim Number: _____ (if known)  Filed on: _____
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
<b>RECEIVED</b>  <b>DEC 06 2010</b>  Telephone No. <b>BMC GROUP</b>		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>85,338.00</u>		5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.
If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.		
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges		
2. Basis for Claim: <u>Goods sold</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____		<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 commission (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever 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"/> Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
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 type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate: _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for Perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____ (See instruction #6 on reverse side.)		
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		Amount entitled to priority: \$ _____  * 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.
8. 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 DOCUMENT MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>12/1/2010</u>		
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <u>Adam D. Stein-Sapir, Managing Member</u>		FOR COURT USE ONLY Urban Brands  00248

**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, District of Delaware), 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. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9)** State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

**7. Credits:**

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

**8. Documents:**

Attach to this proof of claim form 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**

**Debtor**

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

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on 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 that was owed by the debtor 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 form 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.

**INFORMATION**

**Acknowledgement of Filing a Claim**

To receive acknowledgment of your filing, please enclose a stamped self-addressed envelope and a copy of this proof of claim. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://www.bmcgroup.com/UrbanBrands>

**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.

PLEASE SEND COMPLETED PROOFS OF CLAIM TO:

**Via Regular U.S. Mail**    **Via Overnight Courier**

BMC Group, Inc.	BMC Group, Inc.
Attn: Urban Brands	Attn: Urban Brands
Claims Processing	Claims Processing
P.O. Box 3020	18750 Lake Drive East
Chanhassen, MN 55317	Chanhassen, MN 55317

## ASSIGNMENT OF CLAIM AGREEMENT

**Assignment of Claim.** Club House Creations, with a principal address of 485 Seventh Ave Suite 1200, New York NY, 10018, its successors and assigns ("**Seller**"), for good and valuable consideration, the sufficiency of which is hereby acknowledged, in the sum of \$ \_\_\_\_\_ (the "**Purchase Price**"), does hereby absolutely and unconditionally sell, assign and transfer to Pioneer Credit Opportunities Fund, L.P., having an address of Greeley Square Station, P.O. Box 20188, New York, NY 10001 and any of its successors, assigns or designees ("**Buyer**", and together with Seller, the "**Parties**"), all of Seller's rights, title and interests in and to Seller's claim or claims, as more specifically set forth below (the "**Claim**"), against Urban Brands, Inc., et al. (the "**Debtor**"), Debtor in proceedings for reorganization in the United States Bankruptcy Court for the District of Delaware (the "**Court**"), administered as Case No. 10-13005 (the "**Proceedings**"), in the aggregate amount of not less than \$80,785.50 (the "**Claim Amount**") and all rights and benefits of Seller relating to the Claim, including without limitation, (i) any proofs of claim filed in respect of the Claim, (ii) all agreements, instruments, invoices, receivables, purchase orders and other documents evidencing or relating to the Claim (the "**Claim Documentation**"); (iii) all of Seller's right to receive principal, interest, fees, expenses, damages, penalties and other amounts, including cure payments within the meaning of Section 365 of Title 11 of the U.S. Bankruptcy Code, in respect of the Claim; (iv) any actions, claims, lawsuits or rights against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to the Claim, (v) all cash, securities, instruments, proceeds and other property issued in respect of, or exchanged in return for, any of the foregoing, and (vi) if applicable, the right to participate in any future offerings of debt, securities or other rights by the Debtor. The Claim is based on amounts owed to Seller by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

**Proof of Claim.** Assignor represents and warrants that (please check one):

- A Proof of Claim has not been filed in the Proceedings; or
- A Proof of Claim in the amount of \$ \_\_\_\_\_ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim Amount set forth above, Assignee shall nevertheless be deemed the owner of the Claim subject to the terms of this Assignment of Claim Agreement (the "**Agreement**") and shall be entitled to identify itself as the owner of such Claim on the records of the Court.

**Representations, Warranties and Covenants.** Seller further represents and warrants that (a) the Claim is listed on the Debtor's schedule of liabilities and any amendments thereto (the "**Schedule**") in an amount not less than the Claim Amount and no objections have been filed or threatened against Seller in respect of the Claim; (b) the Claim is a valid, undisputed, liquidated, non-contingent, allowable and enforceable general unsecured claim against the Debtor based on amounts owed to Seller for goods and/or services provided to the Debtor prior to the commencement of the Proceedings; (c) this Agreement has been duly authorized, executed and delivered by the Seller and Seller has the requisite power and authority to execute, deliver and perform this Agreement; (d) this Agreement constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; (e) no payment or distribution has been received by Seller or on behalf of Seller in full or partial satisfaction to the Claim; (f) Seller has not previously sold, assigned, transferred or pledged the Claim, in whole or in part, to any third party; (g) Seller is the sole owner and has good title to the Claim free and clear of any and all liens, security interests, claims or encumbrances of any kind or nature whatsoever including without limitation, pursuant to any factoring or other financing agreements, and upon the execution of this Agreement, Buyer will receive good title to the Claim; (h) Debtor, or any other third party, has no basis to assert the Claim is subject to any defense, claim or right of setoff, reduction, impairment, disallowance, subordination or avoidance, including preference actions, whether on contractual, legal or equitable grounds; (i) Seller has not engaged in any acts or conduct or made any omissions that might result in Buyer receiving proportionally less in payments or distributions under, or less favorable treatment for, the Claim than is received by other unsecured creditors against the Debtor; (j) Seller is not "insolvent" within the meaning of Section 1-201 (23) of the Uniform Commercial Code or within the meaning of Section 101(32) of the Bankruptcy Code; (k) Seller has fully performed and satisfied all of its obligations (if any) to the Debtor; (l) Buyer shall not assume or be responsible for any obligations or liabilities of Seller related to or in connection with the Claim, the Claim Documentation or the Proceedings; and (m) Seller is not an "insider", as that term is defined in Bankruptcy Code Section 101(31), of the Debtor or its affiliates or a member of any official or unofficial committee in the Proceedings. Seller agrees to indemnify Buyer from all losses, damages and liabilities (including, but not limited to, attorney's fees and expenses) which result from the breach of any representation, warranty or covenant by Seller as set forth herein.

The Parties are aware that the Purchase Price received herein may differ both in kind and amount from any distributions ultimately made pursuant to any plan of reorganization or liquidation confirmed by the Court in the Proceedings. Seller and Buyer each acknowledge that the other may possess material non-public information concerning the Claim and/or the Debtor's financial condition or prospects. The Parties have agreed to the Purchase Price based on their own independent investigation and credit determination.

**Claim Impaired or Allowed for an Amount Less than Claim Amount.** Buyer will assume all of the recovery risk in terms of the amount paid on the Claim, if any, at Debtor's emergence from bankruptcy or liquidation. Seller agrees to make to Buyer immediate proportional restitution and repayment of the Purchase Price to the extent that (a) the Claim or Claim Amount is disallowed, avoided, subordinated, reduced, disputed, objected to or otherwise impaired for any reason whatsoever, in whole or in part, including without limitation a breach of any of the terms or conditions of this Agreement, or (b) the Claim or Claim Amount is subsequently scheduled by Debtor or is amended such that all or any portion of the Claim is listed on the Debtor's Schedule as unliquidated, contingent or disputed or listed on the Schedule in a lesser amount than the Claim Amount (each (a) and (b) a "**Disallowance**"), together with interest, calculated at the rate of 8% per annum, from the date of this Agreement to the date of repayment. Seller further agrees to reimburse Buyer for all costs and expenses incurred by Buyer as a result of Seller's failure to make proportional restitution or repayment within 15 days after receiving notice of such Disallowance. Additionally, in the event Seller has previously sold, assigned, hypothecated or factored the Claim, Seller shall immediately pay to Buyer liquidated damages in the amount of double the consideration paid by Buyer hereunder. Should it be determined that any transfer by the Debtor to the Seller is or could have been avoided as a preferential payment, Seller shall repay such transfer to the Debtor. In the event the Claim is ultimately allowed in an amount in excess of the Claim

**ASSIGNMENT OF CLAIM AGREEMENT**

Amount purchased herein, Seller is hereby deemed to sell to Buyer, and, at Buyer's option only, Buyer hereby agrees to purchase, the balance of said Claim at the same percentage of Claim paid herein. Buyer shall remit such payment to Seller upon Buyer's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

**Notices (Including Voting Ballots) Received by Seller; Further Cooperation.** Seller agrees to immediately forward to Buyer any and all notices received from Debtor, the Court or any other court or government entity or any third party regarding the Claim and to take such other action, with respect to the Claim, as Buyer may request from time to time. Seller agrees to execute, acknowledge and deliver all such further certificates, instruments and other documents, and to take all such further action as may be reasonably necessary or appropriate to effect sale of the Claim to Buyer, and if for any reason, Seller (and not Buyer) is entitled to exercise any such rights after the date hereof (including, without limitation, the right to vote) Seller agrees to duly and timely exercise such rights or refrain from acting as directed by Buyer. Seller agrees that in the event Seller shall receive any payments or distributions with respect to the Claim after the date hereof, Seller agrees to accept the same as Buyer's agent and to hold the same in trust on behalf of and for the benefit of Buyer. Seller agrees to deliver the same forthwith to Buyer in the same form received, within 2 business days in the case of cash and within 5 business days in the case of securities, which are in good deliverable form, together with any endorsements or documents necessary to transfer such property to Buyer.

**Limited Power of Attorney.** Seller hereby irrevocably appoints Buyer as its true and lawful attorney with respect to actions relating to the Claim and authorizes Buyer to act in Seller's name to demand, sue for, compromise and recover all such amounts which now are, or may hereafter become due and payable for, or on account of the Claim. Seller grants unto Buyer full authority to do all things necessary to enforce the Claim and Buyer's rights thereunder pursuant to this Agreement. Seller agrees that the powers granted by this paragraph are discretionary in nature and exercisable at the sole option of Buyer. Buyer shall have no obligation to prove, defend or take affirmative action with respect to proving the Claim's validity or amount in the Proceedings.

**Governing Law, Personal Jurisdiction and Service of Process.** This Agreement shall be construed and the obligations of the Parties hereunder shall be determined in accordance with the laws of the State of New York without reference to any conflicts of law provisions. Any action arising under or relating to this Agreement must be brought in a State or Federal court located in New York County in the State of New York. Each party hereto consents to service of process by certified mail at its address listed above. Each party hereto irrevocably and unconditionally waives its right to trial by jury and consents to the jurisdiction of the courts located in the State of New York in any action to enforce, interpret or construe any provision of this Agreement.

**Execution of Agreement.** This Agreement shall become effective and valid when (a) Seller executes this Agreement and it is received by Buyer and (b) the Agreement is executed by a proper representative of Buyer.

**Consent and Waiver.** Seller hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives (a) its right to raise any objections hereto and (b) its right to receive notice pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

**Miscellaneous.** Seller agrees that this Agreement and all its terms are confidential and may not be disclosed, except to Seller's advisors, without the prior written consent of Buyer. Buyer shall have the right to all remedies including specific performance and other injunctive and equitable relief without a showing of irreparable harm or injury and without posting a bond. Each party expressly acknowledges and agrees that it is not relying upon any representations, promises, or statements (including the status of the Proceedings, condition of the Debtor or any other matter relating to the Debtor, the Proceedings or the Claim), except to the extent that the same are expressly set forth in this Agreement, and that each party has the full authority to enter into this Agreement and that the individuals whose signatures appear below hereby expressly represent that they have the authority to bind the party for which they sign this Agreement. This Agreement (a) may not be modified, waived, changed or discharged, in whole or in part, except by an agreement in writing signed by the Parties; (b) constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof; and (c) supersedes all prior agreements, understandings and representations pertaining to the subject matter hereof, whether oral or written. Seller hereby acknowledges that Buyer may at any time re-assign the Claim, or any portion thereof, together with all right, title and interest of Buyer in and to this Agreement. All representations and warranties made herein shall survive the execution and delivery of this Agreement and any such re-assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by Seller, Buyer and their respective successors and assigns. This Agreement may be executed in counterparts and by telecopy, or other commonly acceptable form of electronic transmission, each of which shall be deemed an original and all of which taken together shall be deemed to constitute a single agreement. Failure or delay on the part of the Buyer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

IN WITNESS WHEREOF, the undersigned hereunto set its hand this 4 day of NOVEMBER, 2010.

Club House Creations ("Seller")

By

Signature

LEX HENTENAAR, CEO

Print Name and Title

(212) 448-0918

Telephone / Email

Pioneer Credit Opportunities Fund L.P. ("Buyer")

Signature

Adam D. Stein-Sapir - Managing Member

Print Name and Title

646-237-6969 / ADAM@PFLLC.COM

Telephone / Email

### Addendum to Proof of Claim

The following invoices are provided in support of Pioneer Credit Opportunities Fund, LP's request for allowance of its general unsecured claim against Urban Brands, Inc. Pioneer Credit Opportunities Fund, LP is the Assignee & Attorney-in-Fact for Club House Creations pursuant to the enclosed Assignment of Claim Agreement dated November 4, 2010.

A summary of the invoices is included below for your convenience.

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Invoice Amount</b>
117275	3/24/2010	\$ 594.00
117277	3/24/2010	\$ 1,485.00
117283	3/26/2010	\$ 83,259.00
<b>Total</b>		<b>\$ 85,338.00</b>

**CLUBHOUSE CREATIONS**

485 SEVENTH AVE SUITE 1200  
 NEW YORK, NY 10018  
 Tel : 212-448-0918 Fax: 212-448-0926

Date : **03/24/10**

Invoice # **117275**

Ship To, Store: **SAME**  
**ASHLEY STEWART**  
 100 METRO WAY  
 SECAUCUS, NJ 07094

Order #	12016	Ord #	20183
Dept #	56	Pick #	20558
Vendor #		Stn	TER
Terms	4% 10EOM+30	Via	UPS GROUND
Factor Appr	1	Ctns	2
Duns #	002889702	Weight	60
PRO #	FLOORSET	B/L No.	16993

Bill To, Act #: **AS**  
**ASHLEY STEWART " DIP"**  
 100 METRO WAY  
 SECAUCUS, NJ 07094 USA

This account has been sold and assigned to, is owned by and is payable at par in US funds only to:

**CLUBHOUSE CREATIONS, INC.**  
 485 SEVENTH AVE, SUITE 1200  
 NEW YORK, NY 10018  
 PH (212) 448-0918 FAX (212) 448-0926

STYLE/SUB-STYLE	COLOR	CUST-STYLE	DESCRIPTION	QTY	EA	EXTENSION
AS1071X	4PZ	J704T	S/S V-NK TOP W/ LACE	12	8.25	99.00
1X	2X	3X				
4	6	2				
AS1071X	5A2	R896P	S/S V-NK TOP W/ LACE	12	8.25	99.00
1X	2X	3X				
4	6	2				
AS1071X	6ZX	R827F	S/S V-NK TOP W/ LACE	12	8.25	99.00
1X	2X	3X				
4	6	2				
AS1071X	81J	J704A	S/S V-NK TOP W/ LACE	12	8.25	99.00
1X	2X	3X				
4	6	2				
AS1071X	81K	R896A	S/S V-NK TOP W/ LACE	12	8.25	99.00
1X	2X	3X				
4	6	2				
AS1071X	85N	R827L	S/S V-NK TOP W/ LACE	12	8.25	99.00
1X	2X	3X				
4	6	2				

2961	QTY: 72	GROSS: 594.00	SHIPPING 0.00	HANDLING 0.00	NET PAYABLE: 594.00
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NO RETURNS WILL BE ACCEPTED WITHOUT OUR AUTHORIZED RMA # AFFIXED TO PACKAGE Continuing guaranty under the Flammable Fabric Act and the Textile Products Identification Act Filed with Federal Trade Commission

**CLUBHOUSE CREATIONS**

485 SEVENTH AVE SUITE 1200  
 NEW YORK, NY 10018  
 Tel: 212-448-0918 Fax: 212-448-0926

Date: **03/24/10**

Invoice # **117277**

Ship To, Store: **SAME**  
**ASHLEY STEWART**  
 100 METRO WAY  
 SECAUCUS, NJ 07094

Order #	12017	Ord #	20215
Dept #	56	Pick #	20560
Vendor #		Stan	TER
Terms	4% 10EOM+30	Via	ROUTING GUIDE
Factor Appr	1	Cts	5
Duns #	002889702	Weight	177
PRO #		B/L No.	16995

Bill To, Act #: **AS**  
**ASHLEY STEWART "DIP"**  
 100 METRO WAY  
 SECAUCUS, NJ 07094 USA

This account has been sold and assigned to, is owned by and is payable at par in US funds only to.

**CLUBHOUSE CREATIONS, INC.**  
 485 SEVENTH AVE, SUITE 1200  
 NEW YORK, NY 10018  
 PH (212) 448-0918 FAX (212) 448-0926

STYLE/SUB STYLE	COLOR	CUST STYLE	DESCRIPTION	QTY	EA	EXTENSION
AS1071X	4PZ	J704T	S/S V-NK TOP W/ LACE	36	8.25	297.00
1X	2X	3X				
12	18	6				
AS1071X	6ZX	R827F	S/S V-NK TOP W/ LACE	48	8.25	396.00
1X	2X	3X				
16	24	8				
AS1071X	81J	J704A	S/S V-NK TOP W/ LACE	60	8.25	495.00
1X	2X	3X				
20	30	10				
AS1071X	85N	R827L	S/S V-NK TOP W/ LACE	36	8.25	297.00
1X	2X	3X				
12	18	6				

2962	QTY: 180	GROSS: 1,485.00	SHIPPING 0.00	HANDLING 0.00	NET PAYABLE: 1,485.00
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NO RETURNS WILL BE ACCEPTED WITHOUT OUR AUTHORIZED RMA # AFFIXED TO PACKAGE Continuing guaranty under the Flammable Fabric Act and the Textile Products Identification Act Filed with Federal Trade Commission

**CLUBHOUSE CREATIONS**

485 SEVENTH AVE SUITE 1200  
 NEW YORK, NY 10018  
 Tel: 212-448-0918 Fax: 212-448-0926

Date: **03/26/10**

Invoice # **117283**

Ship To, Store: **SAME**  
**ASHLEY STEWART**  
 100 METRO WAY  
 SECAUCUS, NJ 07094

Order #	12016	Cr#	20183
Dept #	56	Pick #	20559
Vendor #		Spn	TER
Terms	4% 10EOM+30	Via	ROUTING GUIDE
Factor Appr	1	Cts#	238
Duns #	002889702	Weight	9600
PRO #		B/L No.	16994

Bill To, Act #: **AS**  
**ASHLEY STEWART " DIP"**  
 100 METRO WAY  
 SECAUCUS, NJ 07094 USA

This account has been sold and assigned to, is owned by and is payable at par in US funds only to.

**CLUBHOUSE CREATIONS, INC.**  
 485 SEVENTH AVE. SUITE 1200  
 NEW YORK, NY 10018  
 (212) 448-0918 FAX (212) 448-0926

STYLE/SUB STYLE	COLOR	CUST STYLE	DESCRIPTION	QTY	EA	EXTENSION
AS1071X	4PZ	J704T	S/S V-NK TOP W/ LACE	1,476	8.25	12177.00
1X	2X	3X				
492	738	246				
AS1071X	5A2	R896P	S/S V-NK TOP W/ LACE	1,464	8.25	12078.00
1X	2X	3X				
488	732	244				
AS1071X	6ZX	R827F	S/S V-NK TOP W/ LACE	1,800	8.25	14850.00
1X	2X	3X				
600	900	300				
AS1071X	81J	J704A	S/S V-NK TOP W/ LACE	2,352	8.25	19404.00
1X	2X	3X				
784	1176	392				
AS1071X	81K	R896A	S/S V-NK TOP W/ LACE	1,200	8.25	9900.00
1X	2X	3X				
400	600	200				
AS1071X	85N	R827L	S/S V-NK TOP W/ LACE	1,800	8.25	14850.00
1X	2X	3X				
600	900	300				

2966	QTY: 10,092	GROSS: 83,259.00	SHIPPING 0.00	HANDLING 0.00	NET PAYABLE: 83,259.00
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NO RETURNS WILL BE ACCEPTED WITHOUT OUR AUTHORIZED RMA # AFFIXED TO PACKAGE Continuing guaranty under the Flammable Fabric Act and the Textile Products Identification Act Filed with Federal Trade Commission



# Pioneer Credit Opportunities Fund, L.P.

Greeley Square Station, P.O. Box 20188  
39 W. 31<sup>st</sup> Street  
New York, NY 10001  
Tel: 646-237-6969 • Fax: 216-839-5330

December 1, 2010

BMC Group, Inc.  
Attn: Urban Brands Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020

RE: **Urban Brands, Inc.**  
Bankruptcy Case No. 10-13005 (KJC)  
U.S. Bankruptcy Court, District of Delaware

Dear Sir/Madam:

Please find enclosed a proof of claim for Pioneer Credit Opportunities Fund, LP as Assignee and Attorney-in-Fact for Club House Creations.

Please date stamp and file the original of record along with the supporting documentation. Please return a date-stamped copy of the proof of claim in the enclosed self-addressed, stamped envelope.

Thank you for your assistance with this matter.

Sincerely,



Adam D. Stein-Sapir  
Managing Member  
646-237-6969  
[ADAM@PFLLC.COM](mailto:ADAM@PFLLC.COM)