

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor:

UBI Liquidating Corp. f/k/a 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):

Pioneer Credit Opportunities Fund, LP as Assignee & Attorney-in-Fact for JNS Fashions LLC

Name and address where notices should be sent:

Pioneer Credit Opportunities Fund, LP as Assignee & Attorney-in-Fact for Greeley Square Station, PO Box 20188 New York, NY 10001

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

Court Claim Number:

(if known)

Filed on:

Telephone No.

(646)237-6969

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

RECEIVED

Telephone No.

DEC 06 2010

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.

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

1. Amount of Claim as of Date Case Filed:

\$ 80,611.00 BMC GROUP

If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all 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.

2. Basis for Claim:

Goods sold

(See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

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

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).

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

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).

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

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.

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:  Real Estate  Motor Vehicle  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.

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: 12/1/2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Adam D. Stein-Sapir, Managing Member



## ASSIGNMENT OF CLAIM AGREEMENT

#  
3.8  
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**Assignment of Claim.** JNS Fashions LLC, with a principal address of 2110 NW 95<sup>th</sup> Ave., Miami, FL 33172, 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 \$75,287.85 (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 \$ 80,611.00 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 6% 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 8 day of November, 2010.

JNS Fashions, LLC ("Seller")

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

By

Signature

Signature

Print Name and Title

Adam D. Stein-Sapir - Managing Member

Print Name and Title

Telephone / Email

946-237-6989 / ADAM@PFI.LC.COM

Telephone / Email

### **Addendum to Proof of Claim**

The following invoices, purchase orders and bills of lading 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 JNS Fashions LLC pursuant to the enclosed Assignment of Claim Agreement dated November 8, 2010.

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

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Invoice Amount</b>	
50827	7/27/2010	\$	13,965.00
50854	8/23/2010	\$	17,808.00
50855	8/23/2010	\$	16,478.00
50856	8/23/2010	\$	<u>32,360.00</u>
<b>Total</b>		<b>\$</b>	<b>80,611.00</b>

# JNS FASHIONS

2110-12 N.W. 95th Avenue  
Miami, FL 33172

T 212 575 1411  
T 212 575 1418  
Sales@jnsfashions.com

Invoice Number:	<b>50827</b>
Invoice Date:	7/27/10
Ship Date:	7/27/10

**SOLD TO**

**SHIPPED TO**

NAME: ASHLEY STORES  
ADDRESS: 100 METRO WAY  
CITY: SECAUCUS ST: NJ ZIP: 07094

NAME: ASHLEY STORES DIVISION OF URBAN BRAN  
ADDRESS: 100 METRO WAY  
CITY: SECAUCUS ST: NJ ZIP: 07094

PO Number  
**13731**

Terms  
10 EOM+30

Department 38	Store #	Bill of Lading	Carrier SUNLINE
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Style No.	Description	Ordered	Shipped	Unit Price	Amount
7371	ROUGH FRONT N SIDE LEGGING	1992	1995	7.00	13,965.00

Cartons		Vendor	Ashley	1x	2x	3x					Units	Units	Total
From	To	Style	Color								per bundle	per carton	Units
1	55	7371	BLACK	660	990	330					6	36	1980
56	56	7371	BLACK	5	7	3					6	15	15

FLATPACK     GOH

**Packing List Summary**

**PAGE TOTAL:** 1995

Vendor	Ashley	1x	2x	3x					Total	Unit	Extended
Style	Color								Units	Price	Price
7371	BLACK	665	997	333					1995	\$7.00	\$13,965.00
<b>Totals:</b>		665	997	333					1995	\$7.00	\$ 13,965.00

**PURCHASE ORDER**

ORIGINAL ORDER

CONFIRMING ORDER

- This purchase order is your agreement to pay my/and us:
  - All documents
  - Each invoice as certified
  - Bill of lading

Refer to our Pricing & Shipping guide for all

- This purchase order is your agreement to pay my/and us:
  - Each invoice as certified
  - Each invoice as certified
  - Each invoice as certified
- This purchase order is your agreement to pay my/and us:
  - Each invoice as certified
  - Each invoice as certified
  - Each invoice as certified
- This purchase order is your agreement to pay my/and us:
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  - Each invoice as certified
  - Each invoice as certified
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  - Each invoice as certified
  - Each invoice as certified
- This purchase order is your agreement to pay my/and us:
  - Each invoice as certified
  - Each invoice as certified
  - Each invoice as certified

Page: 1

PO#: 03231



**URBAN BRANDS**

Succasun, NJ 07094  
201-319-0058 • Fax 201-319-8097

Ship To:  
 UBI Warehouse • Ashley Stewart  
 100 Metro Way  
 Succasun, NJ 07094

Vendor: 24072  
 JNS FASHIONS, LLC  
 2180 NW 95TH AVE  
 MIAMI, FL 33172  
 United States of America

Bill To:  
 Corporate Office  
 100 Metro Way  
 Succasun, NJ 07094  
 United States of America

Notes - PIE-TIX, PLATIK APC BDD-E-AS LABEL, 71-31(251)

Entry Date: 4/02/10  
 To Be Received After: 7/10/10  
 To Be Received Before: 7/15/10

Order Number: 7371P  
 Style Number: 7371P  
 Description: ROUCHER BROW IN SIDE LEGGIN  
 Color: Black  
 Size: 1

Freight: 4 FREIGHT PREPAID  
 Shipping Point: SHIPPING POINT  
 Ship Via: Federal Express  
 Terms: 10 EOM + 30  
 Currency: USD U.S. Dollars  
 C/LC Code: PP D200

Order Number	Style Number	Description	Color	Size	PP	D200
7371P	7371P	ROUCHER BROW IN SIDE LEGGIN	Black	1		

Quantity: 7.00  
 Recall: 7.00  
 Unit Cost: 723.81104/88.57400

Total Ext Cost: 13,944.00  
 Total Ext Retail: 47,808.00  
 Total PO Qty: 70.8

*Handwritten:* 55X36  
 1X15 = 2X6 -

SUNLINE EXPRESS 13071634



This shipment is subject to the Uniform Bill of Lading, the liability limitations, and all other applicable provisions of this carrier's individual and collective tariffs, including NMF 100 - AA series and successive issues.

ALTERNATE STRAIGHT BILL OF LADING-SHORT FORM

SUNLINE EXPRESS  
NAME

DATE: 7/27/2010

TO:	ASHLEY STEWART INC.	FROM:	JNS FASHIONS
	DIV OF URBAN BRANDS		2110 NW 95TH AVENUE
	100 METRO WAY		MIAMI, FL 33172
	SECAUCUS NJ 07094		

CARTONS	PO#	DESCRIPTION	INVOICE	PALLETS	WEIGHT
56	13731	ROUGH SIDE LEGGINGS	50827	1x30 1x26	1630
Delivery appointment must be schedule by 12:noon the busin before the cancellation date. Call (201) 319-9093 ect. 2373 for an appointment time and authorization number (Monday--Friday 7:00 a.m.--3:00 p.m)					
		FLATPACK	1X-2X-3X		
			2- 3- 1		
1	"Envelope containing Standard Packing lists and Invoice"				1
57	Cartons			TOTAL LBS	1,631

FREIGHT CHARGES: PREPAID

DATE: 7/27/10

SHIPPER: JNS FASHIONS

CARRIER: ARBOS # 8131

PER: MAYLING ALEGRIA

NAME: Hernandez

= 2 SK (56 cts)

POSTED  
7-27-10

INVENTORY  
7-27-10

Mailed 7-27-10

# JNS FASHIONS

2110-12 N.W. 95th Avenue  
Miami, FL 33172

T 212 575 1411  
T 212 575 1418  
Sales@jnsfashions.com

Invoice Number:	<b>50854</b>
Invoice Date:	8/23/10
Ship Date:	8/23/10

**SOLD TO**

NAME: ASHLEY STORES  
ADDRESS: 100 METRO WAY  
CITY: SECAUCUS ST: NJ ZIP: 07094

**SHIPPED TO**

NAME: ASHLEY STORES DIVISION OF URBAN BRAND  
ADDRESS: 100 METRO WAY  
CITY: SECAUCUS ST: NJ ZIP: 07094

PO Number	Terms	Department	Store #	Bill of Lading	Carrier
<b>14008</b>	10 EOM+30	10			Gold Coast

Style No.	Description	Ordered	Shipped	Unit Price	Amount
7605D	PONTI CAPSLV CLRBLK INSET CHARCOAL/BLACK	1272	1272	14.00	17,808.00

FLATPACK     GOH

Cartons		Vendor	Ashley	12	14/16	18/20	22/24	Units per bundle	Units per carton	Total Units
From	To	Style	Color	1	2	2	1			
1	42	7605D	Char/black	210	420	420	210	6	30	1260
43	43	7605D	Char/black	2	4	4	2	6	12	12

**PAGE TOTAL: 1272**

**Packing List Summary**

Vendor	Ashley	12	14/16	18/20	22/24	Total Units	Unit Price	Extended Price
Style	Color							
7605d	Charcoal/Blk	212	424	424	212	1272	\$14.00	\$17,808.00
<b>Totals:</b>		<b>212</b>	<b>424</b>	<b>424</b>	<b>212</b>	<b>1272</b>	<b>\$14.00</b>	<b>\$ 17,808.00</b>



# URBAN BRANDS™

100 Metro Way  
Secaucus, NJ 07094  
201-319-9093 • Fax 201-319-9097

**ASHLEY STEWART**  
e-commerce

## PURCHASE ORDER

ORIGINAL ORDER

CONFIRMING ORDER

1 This purchase order must appear on  
a. All documents  
b. Each individual carton  
c. Bill of lading

2 Refer to our Routing & Shipping guide for all  
Urban Brands requirements.

3 This purchase order is your agreement to pay any and all  
charges related to your failure to comply with all requirements  
listed in the Urban Brands Routing & Shipping Guide.

4 Packing slip must be enclosed with all shipments

5 This purchase order is expressly conditioned upon the  
acceptance by vendor of the terms and conditions that  
appear on the (use and reverse side hereof)

Production sample must be submitted for approval prior  
to delivery free of charge.

Ship To:

USI Warehouse • Ashley Stewart  
100 Metro Way  
Secaucus, NJ 07094  
United States of America

Vendor: 24012  
JNS FASHIONS, LLC  
2110 NW 55TH AVE  
MIAMI, FL 33172  
United States of America

Buyer: 244 DIANA RAMIREZ

Dept: 10 DRESSES F

Sub Dept: FALL

Class: FALL

Terms: 10 EOM + 30

Vendor Style: STYLE NUMBER

Description:

Freight: 6 FREIGHT PREPAID  
FOB: SHIPPING POINT  
SHIP VIA: Federal Express  
Contact:  
Currency: USD U.S. Dollars  
CLT EGS DP DROD

Bill To:

Corporate Office  
100 Metro Way  
Secaucus, NJ 07094  
United States of America

Entry Date:

To Be Received After: 5/16/10

To Be Received Before: 5/19/10

PO#: 14088

Notes: RE LABELS SNIP FLAT WORKING 12, 14, 16, 22, 24 (1221)

Vendor Style	Style Number	Description	Qty	Code	PO Qty	Total Qty
76950	PORTI CAPSLY CLEBLK INSET	Chauc 11	12	1416	1820	2224
	Style Pack Totals:	Cost:	272	424	424	212
		974POL 34SPDX	14.00	Retoff:		
			44.00	IMU:		
			71.4	%		
						Total Style Qty: 1,272

Total Packs on PO: 212.00

Total Ext Cost: 17,808.00

Total Ext Retail: 62,328.00

71.4 %

Total PO Qty: 1,272

REPORT

# JNS FASHIONS

2110-12 N.W. 95th Avenue  
Miami, FL 33172

T 212 575 1411  
T 212 575 1418  
Sales@jnsfashions.com

Invoice Number:	<b>50855</b>
Invoice Date:	8/23/10
Ship Date:	8/23/10

**SOLD TO**

NAME: ASHLEY STORES	
ADDRESS: 100 METRO WAY	
CITY: SECAUCUS	ST: NJ ZIP: 07094

**SHIPPED TO**

NAME: ASHLEY STORES DIVISION OF URBAN BRAN	
ADDRESS: 100 METRO WAY	
CITY: SECAUCUS	ST: NJ ZIP: 07094

<b>PO Number</b> <b>14017</b>	<b>Terms</b> 10 EOM+30	<b>Department</b> 10	<b>Store #</b>	<b>Bill of Lading</b>	<b>Carrier</b> Gold Coast
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Style No.	Description	Ordered	Shipped	Unit Price	Amount
7605D	PONTI CAOSKV CLRBLK INSET CHARCOAL	1164	1177	14.00	16,478.00 ✓

- PREPACK - Store-Reshippable Cartons  
 FLATPACK  GOH

Size Scale & Ratio

Cartons		Vendor	Ashley	Size Scale & Ratio			Units	Units	Total
From	To	Style	Color	14/16	18/20	22/24	per bundle	per carton	Units
1	38	7605D	Charc/Blk	2	3	1	6	30	1140
39	39	7605D	Charc/Blk	12	19	6	6	37	37

Packing List Summary

PAGE TOTAL: 1177

Vendor	Ashley	14/16	18/20	22/24	Total	Unit	Extended
Style	Color				Units	Price	Price
7605D	Charcoal/Blk	392	589	196	1177	\$14.00	\$16,478.00
Totals:		392	589	196	1177	\$14.00	\$ 16,478.00



ASHLEY STEWART  
e-commerce

**PURCHASE ORDER**  
 ORIGINAL ORDER  
 CONFIRMING ORDER

1 This purchase order must appear on:

- a. All documents
- b. Each individual carton
- c. Bill of lading

Refer to our Routing & Shipping guide for all Urban Brands requirements.

2. This purchase order is your agreement to pay any and all charges related to your failure to comply with all requirements listed in the Urban Brands Routing & Shipping Guide.

3. Packing slip must be enclosed with all shipments.

4. This purchase order is expressly conditioned upon the acceptance by vendor of the terms and conditions that appear on the face and reverse side hereof.

5. Production sample must be submitted for approval prior to delivery free of charge.

Page 1

Ship To:  
 UBI Warehouse - Ashley Stewart  
 100 Metro Way  
 Secaucus, NJ 07094  
 United States of America

Vendor: 24012  
 JMS FASHIONS, LLC  
 2110 NW 95TH AVE  
 MIAMI, FL 33172  
 United States of America

Buyer: 204 DIANA RAMIREZ  
 Dept: 10 Dresses P  
 Sub Dpt: \*ALL  
 Class: \*ALL  
 Terms: 10 EDM + 30  
 Vendor Style: STYLE NUMBER Description

Freight: 4 FREIGHT PREPAID  
 FOB: SHIPPING POINT  
 SHIP VIA: Federal Express  
 Contact:  
 Currency: USD U.S. Dollars  
 CLF Cds PP Ord

Entry Date: 4/21/10  
 To Be Received After: 5/15/10  
 To Be Received Before: 8/18/10

PO#: 14017

Notes - PT ASLBELS SHIP FLAT MORNGR 14/16-25/24-231)

Total Qty

Total Qty 1,164

Total Style Qty: 1,164

71.4 %

49.00 USD

16,296.00 Total Ext Retail:

57,036.00 Total PO Qty:

595.00 Total Ext Cost:

1,164 Total PO Qty:

97%POLY 23SPDX

76050 PORTI CAPSLY CLBLK INSET

Cost: 14.00 Retail: 592.194

Charge 11

12 14.16 1820 2224 2628

389 592 194

14.00 Retail: 592.194

97%POLY 23SPDX

16,296.00 Total Ext Retail:

57,036.00 Total PO Qty:

595.00 Total Ext Cost:

1,164 Total PO Qty:

# JNS FASHIONS

T 212 575 1411  
 F 212 575 1418  
 Sales@jnsfashions.com

2110-12 N.W. 95th Avenue  
 Miami, FL 33172

Invoice Number:	<b>50856</b>
Invoice Date:	8/23/10
Ship Date:	8/23/10

**SOLD TO**

**SHIPPED TO**

NAME: ASHLEY STORES  
 ADDRESS: 100 METRO WAY  
 CITY: SECAUCUS ST: NJ ZIP: 07094

NAME: ASHLEY STORES DIVISION OF URBAN BRAN  
 ADDRESS: 100 METRO WAY  
 CITY: SECAUCUS ST: NJ ZIP: 07094

PO Number  
**14050**

Terms  
 10 EOM+30

Department 35	Store #	Bill of Lading	Carrier Gold Coast
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Style No.	Description	Ordered	Shipped	Unit Price	Amount
7556G	MILITARY PINTUCK TUNIC GREEN	1440	1212	10.00	12,120.00 ✓
7556W	MILITARY BTN PINTUCK TUNIC WHITE	2028	2024	10.00	20,240.00 ✓

PREPACK - Store-Reshippable Cartons

Size Scale & Ratio

FLATPACK  GOH

Cartons		Vendor Style	Ashley Color	1x	2x	3x					Units per bundle	Units per carton	Total Units
1	42	7556	White	2	3	1					6	48	2016
43	43	7556	White	3	3	2					6	8	8
1	25	7556	Green	2	3	1					6	48	1200
26	26	7556	Green	2	3	1					6	12	12

Packing List Summary

PAGE TOTAL: 3236

Vendor Style	Ashley Color	1x	2x	3x					Total Units	Unit Price	Extended Price
7556	White	675	1011	338					2024	\$ 10.00	\$ 20,240.00
7556	Green	404	606	202					1212	\$ 10.00	\$ 12,120.00
Totals:		1079	1617	540					3236	Total	\$ 32,360.00

*Fixed*

# URBAN BRANDS

100 Metro Way  
Secaucus, NJ 07094  
201-319-9058 • Fax: 201-319-6087

e-commerce

PURCHASE ORDER  
 ORIGINAL ORDER  
 CONFIRMING ORDER

- This purchase order must appear on:  
a. All documents  
b. Each individual carton  
c. Bill of lading  
Refer to our Packing & Shipping guide for all Urban Brands requirements.
- The purchaser certifies their agreement to pay and all charges related to your failure to comply with requirements listed in the Urban Brands Packing & Shipping Guide.
- Packing slip must be enclosed with all shipments.
- This purchase order is expressly conditional upon the acceptance by vendor of the terms and conditions that appear on the face and reverse side hereof.
- Production samples must be submitted for approval prior to delivery hereof.

Bill To:  
Corporate Office  
100 Metro Way  
Secaucus, NJ 07094  
United States of America

Entry Date: 4/23/10  
To Be Received After: 7/25/10  
To Be Received Before: 7/30/10

Notes: PT ASHLEYS SHIP PLAT NUMBER 1K-3X(231)

Ship To:  
87 Warehouse - Ashley Stewart  
100 Metro Way  
Secaucus, NJ 07094  
United States of America

Vendor: 26072  
JNS FASHIONS, LLC  
2110 NW 95TH AVE  
MIAMI, FL 33172  
United States of America

Buyer: 205 Juanita Lachley  
Attn: 35 Women Shirts P  
Sub Dept: \*ALL  
Class: \*ALL  
Comments: 10 ERM + 30  
Vendor Style: Decker102

Freight: 4 FREIGHT PREPAID  
FOB: SHIPPING POINT  
SHIP VIA: Federal Express  
Contact:  
Currency: USD U.S. Dollars  
EIR Exp: PP OnDr

42X 48-1X 8 = 2024  
2121 = 25X 48-1X 12 = 1212

Vendor Style	Style Number	Description	ELR	Qty	PP OnDr
75564	MILITARY BTR PINTUCK TURT	White 100	426	1014	338
		GAUGE 361	400	720	210
Style Pack Totals: 3,468			Cost:	10.00	Retail:
				29.00	INVI
				65.5	%
					Total Style Qty:
					Total Qty
				2,028	
				1,440	
					3,468

Total Ext Cost: 34,680.00    For Ext Retail: 100,572.00    INVI: 65.5 %    Total PO Qty: 3,468

ATTN: Denise  
From: Michelle


1X - 3X

white 1X 2X 3X  
42X 672 1008 336  
3 3  
675 1011 338 = 2024  
400 600 200 > 1212

ALTERNATE STRAIGHT BILL OF LADING-SHORT FORM

GOLD COAST  
NAME

DATE: 8/24/2010

TO:	ASHLEY STEWART INC.		FROM:	JNS FASHIONS	
	DIV OF URBAN BRANDS			2110 NW 95TH AVENUE	
	100 METRO WAY			MIAMI, FL 33172	
	SECAUCUS NJ 07094				
CARTONS	PO#	DESCRIPTION	INVOICE	PALLETS	WEIGHT
43	14008	PONTI CAPSLV CLRBLK	50854	2	1760
39	14017	PONTI CAPSLV CLRBLK	50855	2	1520
69	14050	MILITARY BTN PNTUCK	50856	3	1240
151		<b>GOLD COAST FREIGHTWAYS, INC.</b> All shipments subject to Gold Coast Freightways, Inc. Rules Tariff (available upon request) and the Provisions of the Uniform Bill of Lading and the N.M.F.C.			
FLATPACK		12-14/16-18/20-22/24	 2389176-0		
1- 2 - 2 - 1					
<b>"PLEASE DELIVERY FRIDAY 8/27/10 BETWEEN 9:00 AM-11:00AM</b>					
<b>AUTHORIZATION # 082711</b>					
1	"Envelope containing Standard Packing lists and Invoice"				
<b>QUOTE# 465027</b>					
152	Cartons				4520

FREIGHT CHARGES: PREPAID

CK# 3003  
\$ 811.53

SHIPPER: JNS FASHIONS

PER: MAYLING ALEGRIA

DATE:

CARRIER:

NAME:

08/24/10  
Ajustment 2253  
151 ctms on 7 skids

**POSTED**  
8-24-10

INVENTORY  
8-25-10  
mailed 8-24-10

# 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 JNS Fashions LLC.

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)