

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 Tian Hui Garment(USA) Ltd.

Name and address where notices should be sent:

Pioneer Credit Opportunities Fund, LP as Assignee & Attorney-in-Fact for Tian Hui Garment(USA) Ltd.
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

DEC 06 2010

Telephone No.

BMC GROUP

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:

\$ 197,109.07

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

2. Basis for Claim:

Goods sold

(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: 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): \$ 143,216.74 (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

5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- 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, whichever 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: \$ 143,216.74

* 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.

FOR COURT USE ONLY
Urban Brands



00251

ASSIGNMENT OF CLAIM AGREEMENT

Assignment of Claim. Tian Hui Garment (USA) Ltd, with a principal address of 350 W 42nd Street, Suite 6H, New York, NY 10036, its successors and assigns ("**Seller**"), for good and valuable consideration, the sufficiency of which is hereby acknowledged, in the sum of \$ (the "**Purchase Price**") which is equal to the sum of (a) the product of the General Unsecured Claim (defined below) times % (the "**General Unsecured Claim Purchase Rate**") and (b) the product of the Administrative Claim (defined below) times % (the "**Administrative Claim Purchase Rate**"), 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 General Unsecured Claim and Administrative Claim (collectively, 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 \$197,109.07 (the "**Claim Amount**") comprised of a Section 503(b)(9) administrative priority claim in the amount of \$143,216.74 (the "**Administrative Claim**") and a general unsecured claim of \$53,892.33 (the "**General Unsecured Claim**") 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. Seller represents and warrants that a proof of claim has not been filed in the Proceedings as of the date of this Assignment. The Parties agree that Buyer will file a Proof of Claim related to the Claim at Buyer's expense, and such Proof of Claim shall be filed in accordance with the bar date order entered by the Court in the Proceedings and any procedures fixed by the Debtor or the Court in the Proceedings. Such Proof of Claim shall be filed by the Buyer no later than the applicable bar date fixed by the Court in the Proceedings ("**Bar Date**"). Seller agrees to provide Buyer with copies of invoices and other documentation necessary to file a Proof of Claim in the Proceedings.

Representations; Warranties and Covenants. Seller further represents and warrants that upon information and belief (a) the General Unsecured Claim is a valid, undisputed, liquidated, non-contingent 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; (b) the Administrative Claim is not less than the amount listed above and is a valid administrative expense claim against the Debtor pursuant to Sections 503 and 507 of the Bankruptcy Code based on amounts owed to Seller for goods received by the Debtor within twenty (20) days before the date of the commencement of the Proceedings, which goods were sold to the Debtor in the ordinary course of the Debtor's business; (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 claim or right of setoff, reduction, impairment, disallowance, or subordination, 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 in connection with the Claim; (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, reasonable 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. If any or all of the General Unsecured Claim is disallowed, avoided, reduced, disputed, objected to, enjoined, or otherwise impaired for any reason whatsoever, in whole or part, in each case that results in the General Unsecured Claim being less than \$53,892.33 (each, a "**General Unsecured Claim Disallowance**"), then, Seller shall, upon written demand by Buyer and in Buyer's sole discretion, repay to Buyer an amount equal to the product of (i) that portion of the General Unsecured Claim subject to General Unsecured Claim Disallowance and (ii) the General Unsecured Claim Purchase Rate, together with interest, calculated at the rate of six percent (6%) per annum, from the date of Seller's execution of this

ASSIGNMENT OF CLAIM AGREEMENT

Agreement until the date that such restitution payment is received by Buyer; provided that Buyer's demand for such payment shall not be deemed an election of remedies or any limitation on any other rights that Buyer may have hereunder or under applicable law

If any or all of the Administrative Claim is disallowed, avoided, subordinated, reduced, disputed, objected to, enjoined, or otherwise impaired for any reason whatsoever, or if the Administrative Claim is not allowed as an administrative expense claim, in each case that results in the Administrative Claim being less than \$143,216.74 (each, an "Administrative Claim Disallowance"), then, Seller shall, upon written demand by Buyer and in Buyer's sole discretion, repay to Buyer an amount equal to the product of (i) that portion of the Administrative Claim subject to Administrative Claim Disallowance and (ii) the difference between the Administrative Claim Purchase Rate and the General Unsecured Claim Purchase Rate, together with interest, calculated at the rate of six percent (6%) per annum, from the date of Seller's execution of this Agreement until the date that such restitution payment is received by Buyer; provided that Buyer's demand for such payment shall not be deemed an election of remedies or any limitation on any other rights that Buyer may have hereunder or under applicable law

Buyer will assume all of the recovery risk in terms of the amount paid on the Claims, if any, at Debtor's emergence from bankruptcy or liquidation. Should it be determined by final order of the Court that any transfer by the Debtor to the Seller is avoidable as a preferential payment, Seller shall repay such transfer to the Debtor.

Buyer agrees to notify Seller within two (2) business days of actual receipt of written or ECF notification of an objection to the Claim, including an objection which would or could result in a General Unsecured Claim Disallowance or Administrative Claim Disallowance (a "Claim Objection"). In the event of a Claim Objection, General Unsecured Claim Disallowance, Administrative Claim Disallowance or any other objection to the Claim, Seller shall determine, in cooperation with Buyer, the best course of action for defending the Claim. If Seller chooses to defend the Claim, it shall immediately notify Buyer, and Seller shall have the right to defend, litigate, compromise or settle the Claim at its own expense, in its sole discretion, provided that any compromise or settlement of the Claim must be approved by Buyer, which approval may not be unreasonably withheld. If Seller elects not to defend the Claim, it shall immediately notify Buyer and Buyer shall have the right to defend, litigate, compromise or settle the Claim at its own expense, in its sole discretion, provided that any compromise or settlement of the Claim must be approved by Seller, which approval may not be unreasonably withheld. In the event that Buyer fails to comply with the provisions of this paragraph or fails to timely file a Proof of Claim related to the Claim on or before the Bar Date, Buyer automatically forfeits its right to repayment from Seller (as well as any other remedies) pursuant to, on account of or arising from a General Unsecured Claim Disallowance or Administrative Claim Disallowance, as applicable.

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. Except as otherwise provided herein, 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, (b) the Agreement is executed by a proper representative of Buyer, and (c) the Purchase Price is received by the Seller.

Consent and Waiver. Seller hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objections hereto.

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

ASSIGNMENT OF CLAIM AGREEMENT

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 9 day of November, 2010.

Tian Hui Garment (USA) Ltd. ("Seller")

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

By Kevin Wang
Signature

[Signature]
Signature

Kevin Wang Vice President
Print Name and Title

Adam D. Stein-Sapir - Managing Member
Print Name and Title

908-451-1548 / CAROLWANG547@YAHOO.COM
Telephone / Email

646-237-6969 / ADAM@PFLLC.COM
Telephone / Email

AP PROVIDED

Urban Brands, Inc.
Accounts Payable Department

Merchandise Open Payables as of 10/16/10

Vendor #	Vendor Name	Co	Invoice #	T	Invoice Date	Due Date	Discount Date	Amount	Discount
24627	TIAN HUI GARMENT (USA) LTD	20	0110AS		07/31/10	10/10/10	10/10/10	40,342.50	2,388.28
24627	TIAN HUI GARMENT (USA) LTD	20	0210AS		07/31/10	11/10/10	11/10/10	15,757.50	932.84
24627	TIAN HUI GARMENT (USA) LTD	20	0310AS		07/31/10	10/10/10	10/10/10	247.50	14.65
24627	TIAN HUI GARMENT (USA) LTD	20	0410AS		07/31/10	10/10/10	10/10/10	495.00	29.30
24627	TIAN HUI GARMENT (USA) LTD	20	0510AS		08/11/10	11/10/10	11/10/10	441.00	26.10
24627	TIAN HUI GARMENT (USA) LTD	20	0610AS		08/11/10	11/10/10	11/10/10	24,843.00	1,470.70
24627	TIAN HUI GARMENT (USA) LTD	20	0710AS		08/11/10	11/10/10	11/10/10	1,764.00	104.42
24627	TIAN HUI GARMENT (USA) LTD	20	0810AS		08/14/10	11/10/10	11/10/10	33,442.50	1,979.79
24627	TIAN HUI GARMENT (USA) LTD	20	0810AS CV	C	08/14/10	11/10/10	11/10/10	(327.60)	(19.39)
24627	TIAN HUI GARMENT (USA) LTD	20	0910AS		09/10/10	11/10/10	11/10/10	624.00	36.94
24627	TIAN HUI GARMENT (USA) LTD	20	0910AS A	C	09/10/10	11/10/10	11/10/10	(312.00)	(18.47)
24627	TIAN HUI GARMENT (USA) LTD	20	1010AS		09/17/10	11/10/10	11/10/10	360.00	21.31
24627	TIAN HUI GARMENT (USA) LTD	20	1010AS-1		09/17/10	11/10/10	11/10/10	360.00	21.31
24627	TIAN HUI GARMENT (USA) LTD	20	1110AS		09/17/10	11/10/10	11/10/10	44,415.00	2,629.37
24627	TIAN HUI GARMENT (USA) LTD	20	1310AS		09/17/10	11/10/10	11/10/10	31,386.25	1,858.07
24627	TIAN HUI GARMENT (USA) LTD	20	2210AS		09/02/10	11/10/10	11/10/10	337.50	19.98
24627	TIAN HUI GARMENT (USA) LTD	20	2210AS A	C	09/02/10	11/10/10	11/10/10	(112.50)	(6.66)
24627	TIAN HUI GARMENT (USA) LTD	20	2210AS-1		09/02/10	11/10/10	11/10/10	90.00	5.33
24627	TIAN HUI GARMENT (USA) LTD	20	2210AS-2		09/02/10	11/10/10	11/10/10	112.50	6.86
24627	TIAN HUI GARMENT (USA) LTD	20	2310AS		09/02/10	11/10/10	11/10/10	525.00	31.08
24627	TIAN HUI GARMENT (USA) LTD	20	2310AS-1		09/02/10	11/10/10	11/10/10	525.00	31.08
24627	TIAN HUI GARMENT (USA) LTD	20	3010AS		09/09/10	11/10/10	11/10/10	2,046.00	121.12
24627	TIAN HUI GARMENT (USA) LTD	20	3110AS		09/09/10	11/10/10	11/10/10	5,400.00	319.68
24627	TIAN HUI GARMENT (USA) LTD	20	3210AS		09/09/10	11/10/10	11/10/10	2,160.00	127.87
24627	TIAN HUI GARMENT (USA) LTD	20	3310AS		09/09/10	11/10/10	11/10/10	1,440.00	85.24
24627	TIAN HUI GARMENT (USA) LTD	20	1210AS		09/28/10	10/10/10	10/10/10	3,150.00	186.48
								208,512.15	12,403.08

Less: 12,403.08
197,109.07

**Section 503(b)(9) Claim:
Invoices, Delivery Receipts and Packing Lists**

Merchandise Open Payables as of 10/16/10

Tian Hui Invoice #	UB Assigned Invoice #	T	Invoice Date	Due Date	Discount Date	Amount	Discount	Net Amount due	UB receipt date	NON 503(b)(9) Claim Amount	503(b)(9) Claim Amount
TH-01/10AS	0110AS		07/31/10	10/10/10	10/10/10	40,342.50	2,388.28	37,954.22	8/26/2010	37,954.22	
TH-02/10AS	0210AS		07/31/10	11/10/10	11/10/10	15,757.50	932.84	14,824.66	8/26/2010	14,824.66	
TH-03/10AS	0310AS		07/31/10	10/10/10	10/10/10	247.50	14.65	232.85	8/11/2010	232.85	
TH-04/10AS	0410AS		07/31/10	10/10/10	10/10/10	495.00	29.30	465.70	8/11/2010	465.70	
TH-05/10AS	0510AS		08/11/10	11/10/10	11/10/10	441.00	26.10	414.90	8/12/2010	414.90	
TH-06/10AS	0610AS		08/11/10	11/10/10	11/10/10	24,843.00	1,470.70	23,372.30	9/3/2010		23,372.30
TH-07/10AS	0710AS		08/11/10	11/10/10	11/10/10	1,764.00	104.42	1,659.58	9/3/2010		1,659.58
TH-08/10AS	0810AS		08/14/10	11/10/10	11/10/10	33,442.50	1,979.79	31,462.71	9/10/2010		31,462.71
TH-08/10AS	0810AS	C	08/14/10	11/10/10	11/10/10	(327.60)	(19.39)	(308.21)	9/10/2010		(308.21)
TH-09/10AS	0910AS		8/21/2010	11/10/10	11/10/10	624.00	36.94	587.06	9/17/2010		587.06
TH-09/10AS	0910AS	A	8/21/2010	11/10/10	11/10/10	(312.53)	(18.47)	(293.53)	9/17/2010		(293.53)
TH-10/10AS	1010AS		8/21/2010	11/10/10	11/10/10	360.00	21.31	338.69	9/17/2010		338.69
TH-10/10AS	1010AS-1		8/21/2010	11/10/10	11/10/10	360.00	21.31	338.69	9/17/2010		338.69
TH-11/10AS	1110AS		8/21/2010	11/10/10	11/10/10	44,415.00	2,629.37	41,785.63	9/17/2010		41,785.63
TH-13/10AS	1310AS		8/21/2010	11/10/10	11/10/10	31,386.25	1,858.07	29,528.18	9/17/2010		29,528.18
TH-22/10AS	2210AS		09/02/10	11/10/10	11/10/10	337.50	19.98	317.52	9/7/2010		317.52
TH-22/10AS	2210AS	A	09/02/10	11/10/10	11/10/10	(112.50)	(6.66)	(105.84)	9/7/2010		(105.84)
TH-22/10AS	2210AS-1		09/02/10	11/10/10	11/10/10	90.00	5.33	84.67	9/7/2010		84.67
TH-22/10AS	2210AS-2		09/02/10	11/10/10	11/10/10	112.50	6.66	105.84	9/7/2010		105.84
TH-23/10AS	2310AS		09/02/10	11/10/10	11/10/10	525.00	31.08	493.92	9/7/2010		493.92
TH-23/10AS	2310AS-1		09/02/10	11/10/10	11/10/10	525.00	31.08	493.92	9/7/2010		493.92
TH-30/10AS	3010AS		09/09/10	11/10/10	11/10/10	2,046.00	121.12	1,924.88	9/13/2010		1,924.88
TH-31/10AS	3110AS		09/09/10	11/10/10	11/10/10	5,400.00	319.68	5,080.32	9/13/2010		5,080.32
TH-32/10AS	3210AS		09/09/10	11/10/10	11/10/10	2,160.00	127.87	2,032.13	9/13/2010		2,032.13
TH-33/10AS	3310AS		09/09/10	11/10/10	11/10/10	1,440.00	85.24	1,354.76	9/13/2010		1,354.76
TH-12/10AS	1210AS		8/21/2010	10/10/10	10/10/10	3,150.00	186.48	2,963.52	9/17/2010		2,963.52
						\$209,512.15	\$12,403.08	\$197,109.07		\$53,892.33	\$143,216.74

FOR INVOICES:

TH-06/10 AS

TH-07/10 AS

INV 06/10
07/10



B18 Trucking Inc.

55 Tillman Street
Staten Island NY 10314
ph (917) 579-1312
fax (718) 494-5034
B18trucking@yahoo.com

DELIVERY ORDER

Date: 9/3/2010
Ref #: 306180

**Deliver To: ASHLEY STEWART INC
DIVISION OF URBAN BRANDS
100 METRO WAY
SECAUCUS, NJ 07094**

Pick Up Location: NYCT

B/L NYKS2359349060
AWB #

Transfer By: B18 TRUCKING INC.

HAWB# BKL-0306180-2

Quantity	Description	Weight (300)
338 CTNS	PO#13921 LADIES KNITTED SWEATER	
24 CTNS	PO#13923	
*** TOTAL 362 PCS ***		
*** ALL BOXES WITH WHITE STRAP OR STICKERS ***		
CNTR # NYKU2887010		

9/3/10 362 CTNS

INLAND FREIGHT

PREPAID / COLLECT
Prepaid

Received in Good Order

OSCAR CRUZ

Limit of liability with B18 Trucking Inc. is \$50.00 per shipment including Negligence.
Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per:

FOR INVOICES:

TH-06/10 AS

TH-07/10 AS

10/9 9010
5710

131.



B18 Trucking Inc.

95 Tillman Street
Staten Island NY 10314
ph (917) 579-1312
fax (718) 494-5034
B18trucking@yahoo.com

DELIVERY ORDER

Date

Ref #

9/3/2010

306180

Deliver To: ASHLEY STEWART INC
DIVISION OF URBAN BRANDS
100 METRO WAY
SECAUCUS, NJ 07094

Pick Up Location: NYCT

B/L NYKS2359349060
AWB #

Transfer By: B18 TRUCKING INC.

HAWB# BKL-0300180-2

Quantity	Description	Weight (3000)
338 CTNS	PO#13821 LADIES KNITTED SWEATER	
24 CTNS	PO#13823	
	*** TOTAL 362 PCS ***	
	*** ALL BOXES WITH WHITE STRAP OR STICKERS ***	
	CNTR # NYKU2887010	
	9/3/10	362 CTNS

INLAND FREIGHT

PREPAID / COLLECT
Prepaid

Received in Good Order

OSCAR CRUZ

Limit of liability with B18 Trucking Inc. is \$50.00 per shipment including negligence.
Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per:

FOR INVOICE:
TH-08/10 AS

1st
Inv # 28/10/10



B18 Trucking Inc.

55 Tillman Street
Staten Island NY 10314
ph (917) 579-1312
fax (718) 494-5034
B18trucking@yahoo.com

DELIVERY ORDER

Date

Ref #

9/10/2010

306233

Deliver To: ASHLEY STEWART INC
DIVISION OF URBAN BRANDS
100 METRO WAY
SECAUCUS, NJ 07094

Pick Up Location: NYCT

B/L NYKS2359561950
AWB #

Transfer By: B18 TRUCKING INC.

HAWB# BKL-0306233-9

Appointment - 07:07 (7am)

Quantity	Description	Weight
455 CTNS	PO#13921 LADIES KNITTED SWEATER	
*** TOTAL 455 PCS ***		
*** ALL BOXES WITH WHITE STRAP OR STICKERS ***		
CNTR # TRLU9715980		
9/10/10 455 CTNS		
Time in 7:07 Time out 7:50		

INLAND FREIGHT

PREPAID / COLLECT

Prepaid

Received in Good Order

Oscar Cruz

Limit of liability with B18 Trucking Inc. is \$50.00 per shipment including Negligence.
Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per:

ASHLEY STEWART PACKING LIST

FROM
VENDOR
TIAN HUI GARMENT
350W ,42ND ST,SUIT 6H
NEW YORK, NY10036

TO
Ashley Stewart Inc.
Division of Urban Brands
100 Metro Way
Secaucus,NJ 07094

ONLY ONE PURCHASE ORDER NUMBER AND DC PER PACKING LIST-CHECK APPROPRIATE BOX

Ashley Purchase Order
13921

Pickup Date
2010-8-12

Vendor Invoice Number

Preticketed
(Y) or N
Circle one

P/L Page
1 Of 1

Packing list Instructions:

1. Follow Purchase Order instruction carefully. Failure to ship merchandise as specified can result in a financial chargeback.
2. Merchandise packed "Pre-packed", must be clearly indicated. All cartons must be detailed.
3. Do not use Size scale & Ratio boxes to indicate bulk quantities - list ratio per color and carton only. Summary must be provided at bottom of packing list

PREPACK - Store-Reshippable Cartons

Size Scale & Ratio

X FLATPACK GOH

Carton		Vendor Style	Ashley Color	Size Scale & Ratio			Units Per bundle	Units Per carton	Total Units
From	To			14/16	18/20	22/24			
1	337	AS200	STEEL	2	2	2	6	6	2022
338	455	"	BOSSA	2	2	2	6	6	708

Packing List Summary

PAGE TOTAL: 2730

Vendor Style	Ashley Color	Size Scale & Ratio			Total Units	Units Price	Extended Price
		14/16	18/20	22/24			
AS200	STEEL	674	674	674	2022	US\$12.25	US\$24,769.50
"	BOSSA	236	236	236	708	US\$12.25	US\$8,673.00
Totals:		910	910	910	2730	Total	\$33,442.50



B18 Trucking Inc.

55 Tillman Street
Staten Island NY 10314
ph (917) 879-1312
fax (718) 494-5034
B18trucking@yahoo.com

DELIVERY ORDER

Date

Ref #

9/17/2010

308300

Deliver To: ASHLEY STEWART INC
DIVISION OF URBAN BRANDS
100 METRO WAY
SECAUCUS, NJ 07094

Pick Up Location: NYCT

B/L NYKS2359563440
AWB #

Transfer By: B18 TRUCKING INC.

HAWS# BKL-0306300-6

Appointment - 091780

Quantity	Description	Weight
	PO#14972/14973/15010/15718 PO#14599/14580 PO#14888 PO#14887 PO#14864 *** TOTAL BOXES 62 + 604 + 848 + 8 + 16 = 1538 CTNS *** *** ALL BOXES WITH WHITE STRAP OR STICKERS *** CNTR # NYKU8053243	URBAN BRANDS Marianne Div. 100 Metro Way Secaucus, NJ 07094 RECEIVED Date: <u>9-17-10</u> Ctns: <u>1538</u> Received By: <u>Hugo Cedeno</u> Time: <u>7:00 - 8:00</u> Comments: <u>SK</u> <u>Some Seal containers</u>

INLAND FREIGHT

PREPAID / COLLECT
Prepaid

Received in Good Order

Hugo Cedeno

Limit of liability with B18 Trucking Inc. is 300.00 per shipment including negligence.
Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per: _____

TIAN HUI GARMENT(USA) LTD
 350 W 42 ND Street Suite 6H
 NEW YORK, N Y 10036
 TEL: 212-564-8489 FAX#917-388-2149

Commercial Invoice

to: ASHLEY STEWART 100 METRO WAY, SECAUCUS, N J 07094 TEL:201-319-8093 FAX:201-319-6641 United States of America	From:	CHINA	Date (mm/dd/yy):	2010-8-21
	To:	NY	Invoice #:	TH-10/10AS
	Via:	OCEAN	Payment Terms:	W/T
	VPO #:	14972/14973/15010/15718	Total # of Cartons:	1 CTNS
	Gross Weight:		Country of Origin:	CHINA

Quantities & Descriptions

Marks & Numbers:	Detailed Description / Fabric or Yarn Content/Customer P/O:	LDP \$	Units	Amount \$
	LADIES L/SLV SWEATER			
RapidAmerica				
VPO #:	as202x po#14972/14973/15010/15718	\$7.50	96	\$720.00
Style #	floor sample			
Color:				
Size:				
Total Qty				
Carton #				
			96	\$720.00
			Total Units	Total USD \$

*Please note: This shipment contains no solid wood or wood packing material

Bank Information:

Bank Name:	HSBC BANK USA
Bank Address:	550 Seventh Ave. New York N Y 10018
Bank Account #:	007918739
SWIFT #	MRMDUS 33
Beneficiary Name:	TIAN HUI GARMENT(USA)LTD



FOR INVOICES
 TH 09/10/03
 TH - 10/10/03
 TH - 11/10/03
 TH - 12/10/03
 TH - 13/10/03

B18 Trucking Inc.
 55 Tillman Street
 Staten Island NY 10314
 ph (917) 879-1312
 fax (718) 494-5034
 B18trucking@yahoo.com

DELIVERY ORDER

Date

Ref #

9/17/2010

308300

Deliver To: **ASHLEY STEWART INC**
 DIVISION OF URBAN BRANDS
 100 METRO WAY
 SECAUCUS, NJ 07094

Pick Up Location: NYCT

B/L NYKS2359663440
 AWB #

Transfer By: B18 TRUCKING INC.

HAWB# BKL-0306300-6

Appointment - 091780

Quantity	Description	Weight
	PO#14972/14973/15010/15718 PO#14699/14580 PO#14888 PO#14887 PO#14864 *** TOTAL BOXES 82 + 804 + 845 + 8 + 16 = 1536 CTNS *** *** ALL BOXES WITH WHITE STRAP OR STICKERS *** CNTR # NYKU8053243	URBAN BRANDS Marianne Div. 100 Metro Way Secaucus, NJ 07094 RECEIVED Date: <u>9-17-10</u> Ctns: <u>1536</u> Received By: <u>Hugo Cedeno</u> Time: <u>7:00 - 9:00</u> Comments: <u>SK</u> <u>Open Seal Containers</u>

INLAND FREIGHT

PREPAID / COLLECT
 Prepaid

Received in Good Order

Hugo Cedeno

Limit of liability with B18 Trucking Inc. is \$50.00 per shipment including negligence.
 Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per. _____

ASHLEY STEWART PACKING LIST

FROM

TO

VENDOR
TIAN HUI GARMENT
350W ,42ND ST,SUIT 6H
NEW YORK,NY10036

Ashley Stewart Inc.
Division of Urban Brands
100 Metro Way
Secaucus,NJ 07094

ONLY ONE PURCHASE ORDER NUMBER AND DC PER PACKING LIST-CHECK APPROPRIATE BOX

Ashley Purchase Order
14972/14973/1540 1576

Pickup Date
2010-8-19

Vendor Invoice Number

Preticketed
(Y) or N

P/L Page
1 Of 1

Packing list Instructions:

- Follow Purchase Order Instruction carefully.Failure to ship merchandise as specified can result in a financial chargeback.
- Merchandise packed "Pre-packed",must be clearly indicated.All cartons must be detailed.
- Do not use Size scale & Ratio boxes to indicate bulk quantities - list ratio per color and carton only. Summary must be provided at bottom of packing list

PREPACK - Store-Reshippable Cartons

Size Scale & Ratio

X FLATPACK GOH

Carton		Vendor Style	Ashley Color	12	14/16	18/20	22/24	Units Per bundle	Units Per carton	Total Units
From	To									
1	2	AS202X	BLACK	1	2	2	1	6	6	12
3	4	"	VANIL	1	2	2	1	6	6	12
5	6	"	VIOLE	1	2	2	1	6	6	12
7	8	"	GOLDE	1	2	2	1	6	6	12
9	10	"	BLACK		1	3	2	6	6	12
11	12	"	VANIL		1	3	2	6	6	12
13	14	"	VIOLE		1	3	2	6	6	12
15	16	"	GOLDE		1	3	2	6	6	12

Packing List Summary

PAGE TOTAL: 96

Vendor Style	Ashley Color	12	14/16	18/20	22/24	Total Units	Units Price	Extended Price
AS202X	BLACK	2	6	10	6	24	US\$7.50	US\$180.00
"	VANIL	2	6	10	6	24	US\$7.50	US\$180.00
"	VIOLE	2	6	10	6	24	US\$7.50	US\$180.00
"	GOLDE	2	6	10	6	24	US\$7.50	US\$180.00
								US\$0.00
Totals:		8	24	40	24	96	Total	\$720.00

Floor Sample

TIAN HUI GARMENT(USA) LTD
 350 W 42 ND Street Suite 6H
 NEW YORK, N Y 10036
 TEL: 212-564-8489 FAX#917-388-2149

Commercial Invoice

to: ASHLEY STEWART 100 METRO WAY, SECAUCUS, N J 07094 TEL:201-319-9093 FAX:201-319-6641 United States of America	From:	CHINA	Date (mm/dd/yy):	2010-8-21
	To:	NY	Invoice #:	TH-11/10AS
	Via:	OCEAN	Payment Terms:	W/T
	VPO #:		Total # of Cartons:	CTNS
	Gross Weight:		Country of Origin:	CHINA

846 CTN

Quantities & Descriptions

Marks & Numbers:	Detailed Description / Fabric or Yam Content/ Customer PIO:	LDP \$	Units	Amount \$
	LADIES L/SLV SWEATER			
<i>RapidAmerica</i>				
VPO #:	est100x po#14664	\$8.75	5076	\$44,415.00
Style #				
Color:				
Size:				
Total Qty				
Carton #				
			5076	\$44,415.00
			Total Units	Total USD \$

*Please note: This shipment contains no solid wood or wood packing material

Bank Information:

Bank Name:	HSBC BANK USA
Bank Address:	550 Seventh Ave. New York N Y 10018
Bank Account #:	007918739
SWIFT #:	MRMDUS 33
Beneficiary Name:	TIAN HUI GARMENT(USA)LTD

for Invo 109
 TH 09/10/13
 TH - 10/10/13
 TH - 11/10/13
 TH - 12/10/13
 TH - 13/10/13



B18 Trucking Inc.
 55 Tillman Street
 Staten Island NY 10314
 ph (917) 579-1312
 fax (718) 494-5034
 B18trucking@yahoo.com

DELIVERY ORDER

Date: 9/17/2010
 Ref #: 308300

Deliver To: **ASHLEY STEWART INC**
 DIVISION OF URBAN BRANDS
 100 METRO WAY
 SECAUCUS, NJ 07094

Pick Up Location: NYCT

B/L NYKS2358563440
 AWB #

Transfer By: B18 TRUCKING INC.

HAWB# BKL-0308300-6

Appointment - 091780

Quantity	Description	Remarks
	PO#14972/14973/15010/15718 PO#14599/14580 PO#14888 PO#14887 PO#14864 *** TOTAL BOXES 82 + 604 + 848 + 8 + 18 = 1536 CTNS *** *** ALL BOXES WITH WHITE STRAP OR STICKERS *** CNTR # NYKU8053243	URBAN BRANDS Marianne Div. 100 Metro Way Secaucus, NJ 07094 RECEIVED Date: 9-17-10 Ctns: 1536 Received By: Hugo Cepeda Time: 7:00 - 9:00 Comments: S.K. *ORIG SEAL CONTAINER*

INLAND FREIGHT

PREPAID / COLLECT
 Prepaid

Received in Good Order
 Hugo Cepeda

Limit of liability with B18 Trucking Inc. is 500.00 per shipment including negligence.
 Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per.

TIAN HUI GARMENT(USA) LTD
 350 W 42 ND Street Suite 6H
 NEW YORK , N Y 10036
 TEL: 212-564-8489 FAX#917-388-2149

Commercial Invoice

to: ASHLEY STEWART 100 METRO WAY, SECAUCUS, N J 07094 TEL:201-319-9093 FAX:201-319-6641 United States of America	From:	CHINA	Date (mm/dd/yy):	2010-8-21
	To:	NY	Invoice #:	TH-13/10AS
	Via:	OCEAN	Payment Terms:	W/T
	VPO #:	14667	Total # of Cartons:	346 CTNS 604
	Gross Weight:		Country of Origin:	CHINA

Quantities & Descriptions

Marks & Numbers:	Detailed Description / Fabric or Yarn Content/Customer P/O:	LDP \$	Units	Amount \$
	LADIES L/SLV SWEATER			
RapidAmerica				
VPO #: 14667	po# 14667	\$8.75	3587	\$31,386.25
Style #:				
Color:				
Size:				
Total Qty				
Carton #				
			3587	\$31,386.25
			Total Units	Total USD \$

*Please note: This shipment contains no solid wood or wood packing material

Bank Information:

Bank Name:	HSBC BANK USA
Bank Address:	550 Seventh Ave. New York N Y 10018
Bank Account #:	007918739
SWIFT #:	MRMDUS 33
Beneficiary Name:	TIAN HUI GARMENT(USA)LTD



FOR INVOICES
 TH 09/10/03
 TH 10/10/03
 TH 11/10/03
 TH 12/10/03
 TH 13/10/03

B18 Trucking Inc.
 55 Tillman Street
 Staten Island NY 10314
 ph (917) 579-1312
 fax (718) 494-5034
 B18trucking@yahoo.com

DELIVERY ORDER

Date: 9/17/2010
 Ref #: 306300

Deliver To: **ASHLEY STEWART INC**
 DIVISION OF URBAN BRANDS
 100 METRO WAY
 SECAUCUS, NJ 07094

Pick Up Location: NYCT

B/L NYKS2359663440
 AWB #
 HAWB# BKL-0306300-6

Transfer By: B18 TRUCKING INC.

Appointment - 091780

Quantity	Description	Remarks
	PO#14972/14973/15010/15718 PO#14599/14580 PO#14888 PO#14887 PO#14854 *** TOTAL BOXES 62 + 604 + 848 + 8 + 16 = 1536 CTNS *** *** ALL BOXES WITH WHITE STRAP OR STICKERS *** CNTR # NYKU8053243	URBAN BRANDS Marianne Div. 100 Metro Way Secaucus, NJ 07094 RECEIVED Date: 9-17-10 Ctns: 1536 Received By: Hugo Cepeda Time: 7:00 - 9:00 Comments: SK Some Seal Containers

INLAND FREIGHT

PREPAID / COLLECT
 Prepaid

Received in Good Order
 Hugo Cepeda

Limit of liability with B18 Trucking Inc. is \$50.00 per shipment including Negligence.
 Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per:

ASHLEY STEWART PACKING LIST

FROM	TO
VENDOR TIAN HUI GARMENT 350W .42ND ST, SUIT 6H NEW YORK, NY 10036	Ashley Stewart Inc. Division of Urban Brands 100 Metro Way Secaucus, NJ 07094

ONLY ONE PURCHASE ORDER NUMBER AND DC PER PACKING LIST-CHECK APPROPRIATE BOX

Ashley Purchase Order 14667	Pickup Date 2010-8-19	Vendor Invoice Number	Preticketed <input checked="" type="radio"/> Y or <input type="radio"/> N	P/L Page 1 Of 1
---------------------------------------	---------------------------------	-----------------------	------------------------------------------------------------------------------	---------------------------

Packing list instructions:

1. Follow Purchase Order instruction carefully. Failure to ship merchandise as specified can result in a financial chargeback.
2. Merchandise packed "Pre-packed", must be clearly indicated. All cartons must be detailed.
3. Do not use Size scale & Ratio boxes to indicate bulk quantities - list ratio per color and carton only. Summary must be provided at bottom of packing list

PREPACK - Store-Reshippable Cartons

Size Scale & Ratio

Carton		Vendor Style	Ashley Color	12	14/16	18/20	22/24	Units Per bundle	Units Per carton	Total Units
<input checked="" type="checkbox"/> FLATPACK	<input type="checkbox"/> GOH									
From	To									
1	1	AS106X	VIOLE	6				6	6	6
2	2	"	"	2				2	2	2
3	24	"	"		6			6	6	132
35	48	"	"			6		6	6	84
83	83	"	GOLDE	6				6	6	6
84	84	"	"	2				2	2	2
85	116	"	"		6			6	6	192
117	149	"	"			6		6	6	198
150	150	"	"			2		2	2	2
151	163	"	"				6	6	6	78
164	164	"	"				2	2	2	2
165	166	"	STEEL	6				6	6	12
167	214	"	"		6			6	6	288
215	264	"	"			6		6	6	300
265	284	"	"				6	6	6	120
285	289	"	BLACK	6				6	6	30
290	362	"	"		6			6	6	438
363	363	"	"		2			2	2	2
364	441	"	"			6		6	6	468
442	442	"	"			2		2	2	2
443	478	"	"				6	6	6	216
479	479	"	"				4	4	4	4
480	482	"	VANIL	6				6	6	18
483	483	"	"	3				3	3	3
484	548	"	"		6			6	6	390
549	549	"	"		1			1	1	1
550	617	"	"			6		6	6	408
618	618	"	"			4		4	4	4
619	647	"	"				6	6	6	174
648	648	"	"				5	5	5	5

Packing List Summary

PAGE TOTAL: **3587**

Vendor Style	Ashley Color	12	14/16	18/20	22/24	Total Units	Units Price	Extended Price
AS106X	VIOLE	8	132	84		224	US\$8.75	US\$1,960.00
"	GOLDE	8	192	200	80	480	US\$8.75	US\$4,200.00
"	STEEL	12	288	300	120	720	US\$8.75	US\$6,300.00
"	BLACK	30	440	470	220	1160	US\$8.75	US\$10,150.00
"	VANIL	21	391	412	179	1003	US\$8.75	US\$8,776.25
Totals:		79	1443	1466	599	3587	Total	\$31,386.25

604 carton

FOR INVOICES
TH-022/10 AS
TH-0 23/10 AS

INVOICE
02/23/10

TO: D & A TRUCKING ATN: ANDREW
TEL: 9175783078 FAX: 718 449-5520

DELIVERY ORDER

CUSTOMS CLEARANCE INT. INC
147-29 182ND STREET, SUITE 201
SPRINGFIELD GARDENS NY 11413
TEL: 718-995-0486

DATE: 09/02/10 FILE #: 305675

VSL NAME :
TRUCKER : D & A TRUCKING
MAWB : 494-02080982

FRT LOCATION : EVERGREEN INTL AIRLINES
ARRIVAL DATE : 09/02/10
ENTRY NO : BKL-0305675-2

HAWB# SPMT10K08059

DELIVERY TO: ASHLEY STEWART C/O JW FASHION
100 METRO WAY SECAUCUS NJ 07094
TEL :
IMPORTER OF RECORD: JW FASHION INTERNATIONAL

NO. OF PKGS	DESCRIPTION OF ARTICLES. SPECIAL MARKS & EXCEPTIONS	WEIGHT
32 CTN	LADIES KNITTED SWEATERS PO#13982	168 LBS

32 ctns 9/7/10

(PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU)

INLAND FREIGHT TERM: COLLECT

DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE

ASHLEY STEWART C/O JW FASHION
CUSTOMS CLEARANCE INT. INC. AGENT

Received in Good Order

PER: Ching Lam
B CHING LAM

BY: Oscar Cruz

JUST ARRIVED. PLS PICKUP CARRIER
CERTIFICATE FROM INTEGRATED ALLIANCE CORP.
AT 160-19 ROCKAWAY BLVD. SUITE C. JAMAICA NY 11434
PH: 718 978 0888 PLS PAY - I.S.C. #132.89 TO THEM.

FOR INVOICES

TH-022/10 AS
TH-0 23/10 AS

TO: D & A TRUCKING ATN: ANDREW
TEL: 9175785078 FAX: 718 449-5520

DELIVERY ORDER

CUSTOMS CLEARANCE INT. INC
147-29 182ND STREET, SUITE 201
SPRINGFIELD GARDENS NY 11413
TEL: 718-995-0486

DATE: 09/02/10 FILE #: 305675

VSL NAME :
TRUCKER : D & A TRUCKING
MANB : 494-02080982

FRT LOCATION : EVERGREEN INTL AIRLINES
ARRIVAL DATE : 09/02/10
ENTRY NO : BKL-0305675-2

HAWB# SPMT10K08059

DELIVERY TO:
ASHLEY STEWART C/O JW FASHION
100 METRO WAY
SECAUCUS NJ 07094
TEL :

IMPORTER OF RECORD:
JW FASHION INTERNATIONAL

NO. OF PKGS	DESCRIPTION OF ARTICLES. SPECIAL MARKS & EXCEPTIONS	WEIGHT
32 CTN	LADIES KNITTED SWEATERS PO#13982	168 LBS

32 ctns 9/7/10

(PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU)

INLAND FREIGHT TERM: COLLECT

DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE

ASHLEY STEWART C/O JW FASHION
CUSTOMS CLEARANCE INT. INC, AGENT

Received in Good Order

PER: [Signature]
CHING LAM

BY: OSCAR CIVIZ

JUST ARRIVED. PLS PICKUP CARRIER
CERTIFICATE FROM INTEGRATED ALLIANCE CORP.
AT 160-19 RICKAWAY BLVD. SUITE C. JAMAICA NY 11434
PH: 718 978 0888 PLS PAY - I.S.C. #132.89 TO THEM



For Invoices:
 TH-030/10 AS
 TH-031/10 AS
 TH-032/10 AS
 TH-033/10 AS

09/09/10
 321985
 33085

Apex Logistics Int'l ORD Inc.

1677 1677 Elmhurst Rd Elk Grove Village

Tel: (847) 640-1818 Fax: (847) 640-1828
 E-mail: picom@apexglobe.com

TO: _____
 TEL: _____

ATN: _____
 FAX: 718 449 5520

DELIVERY ORDER

CUSTOMS CLEARANCE INT. INC
 147-29 182ND STREET, SUITE 201
 SPRINGFIELD GARDENS NY 11413
 TEL: 718-995-0486

DATE: 09/09/10 FILE #: 306439

VSL NAME :
 TRUCKER : D & A TRUCKING
 NAME : 160-09670802

FRT LOCATION : CATHAY PACIFIC
 ARRIVAL DATE : 09/09/10
 ENTRY NO : BKL-0306439-2

HAWB# ZX10KR00036

DELIVERY TO: **ASHLEY STEWART/O JW FASHION**
 100 METRO WAY
 SECAUCUS NJ 07094
 TEL : _____
 IMPORTER OF RECORD: **JW FASHION INTERNATIONAL**

NO. OF PKGS	DESCRIPTION OF ARTICLES	SPECIAL MARKS & EXCEPTIONS	WEIGHT
114	LADIES KNITTED SWEATERS PO# 14599		1224 LBS

(PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU)

INLAND FREIGHT TERM: COLLECT	URBAN BRANDS Marianne Div. 100 Metro Way Secaucus, NJ 07094	DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE
ASHLEY STEWART/O JW FASHION CUSTOMS CLEARANCE INT. INC, AGENT		Received in Good Order
PER: CHING LAN	RECEIVED	BY: _____
	Date: <u>9-13-10</u>	Ctns: <u>114</u>
	Received By: <u>Hugo Cedeno</u>	
	Time: <u>2:45</u>	
	Comments: <u>SK</u>	

SEP 09 2010 10:00 AM

ASHLEY STEWART PACKING LIST

FROM	TO
VENDOR TIAN HUI GARMENT 350W , 42ND ST, SUIT 6H NEW YORK, NY 10036	Ashley Stewart Inc. Division of Urban Brands 100 Metro Way Secaucus, NJ 07094

ONLY ONE PURCHASE ORDER NUMBER AND DC PER PACKING LIST-CHECK APPROPRIATE BOX

Ashley Purchase Order 14599	Pickup Date 2010-9-7	Vendor Invoice Number	Preticketed <input checked="" type="radio"/> Y or <input type="radio"/> N	P/L Page 1 of 1
---------------------------------------	--------------------------------	-----------------------	------------------------------------------------------------------------------	---------------------------

Packing list Instructions:

1. Follow Purchase Order Instruction carefully. Failure to ship merchandise as specified can result in a financial chargeback.
2. Merchandise packed "Pre-packed", must be clearly indicated. All cartons must be detailed.
3. Do not use Size scale & Ratio boxes to indicate bulk quantities - list ratio per color and carton only. Summary must be provided at bottom of packing list

PREPACK - Store-Reshippable Cartons

Size Scale & Ratio

Carton		X FLATPACK	<input type="checkbox"/> GOH	12	14/16	18/20	22/24	Units	Units	Total
From	To	Vendor Style	Ashley Color					Per bundle	Per carton	Units
1	2	AS210	VANIL	6				6	6	12
3	6	"	VANIL		6			6	6	24
7	10	"	VANIL			6		6	6	24
11	12	"	VANIL				6	6	6	12
13	13	"	BLACK	6				6	6	6
14	14	"	BLACK	4				4	4	4
15	17	"	BLACK		6			6	6	18
18	18	"	BLACK		2			2	2	2
19	21	"	BLACK			6		6	6	18
22	22	"	BLACK			2		2	2	2
23	23	"	BLACK				6	6	6	6
24	24	"	BLACK				4	4	4	4

Packing List Summary

PAGE TOTAL:

132

Vendor Style	Ashley Color	12	14/16	18/20	22/24	Total Units	Units Price	Extended Price
AS210	VANIL	12	24	24	12	72	US\$13.00	US\$936.00
"	BLACK	10	20	20	10	60	US\$13.00	US\$780.00
Totals:		22	44	44	22	132	Total	\$1,716.00



For Invoices:
 TH-030/10 AS
 TH-031/10 AS
 TH-032/10 AS
 TH-033/10 AS

09/09/10 AS
 310 AS
 330 AS

Apex Logistics Int'l ORD Inc.

1677 1677 Elmhurst Rd Elk Grove Village

Tel: (847) 640-1818 Fax: (847) 640-1828
 E-mail: picom@apexlogistics.com

TO: _____ ATN: _____
 TEL: _____ FAX: **718 449 5520**

DELIVERY ORDER

CUSTOMS CLEARANCE INT. INC
 147-29 182ND STREET, SUITE 201
 SPRINGFIELD GARDENS NY 11413
 TEL: 718-995-0486

DATE: 09/09/10 FILE #: 306439

VSL NAME :
 TRUCKER : D & A TRUCKING
 MAMB : 160-09670802

PORT LOCATION : CATHAY PACIFIC
 ARRIVAL DATE : 09/09/10
 ENTRY NO : BKL-0306439-2

HAWB# ZX10KE00036

DELIVERY TO: **ASHLEY STEWART/O JW FASHION**
 100 METRO WAY
 SECAUCUS NJ 07094
 TEL : _____
 IMPORTER OF RECORD: **JW FASHION INTERNATIONAL**

NO. OF PKGS	DESCRIPTION OF ARTICLES	SPECIAL MARKS & EXCEPTIONS	WEIGHT
114	LADIES KNITTED SWEATERS PO# 14599		1224 LBS

(PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU)

URBAN BRANDS
 Marianne Div.
 100 Metro Way
 Secaucus, NJ 07094
 ASHLEY STEWART/O JW FASHION
 CUSTOMS CLEARANCE INT. INC. AGENT

DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE
 Received in Good Order

RECEIVED

PER: **CHING LAM** BY: _____
 Date: **9-13-10** Ctns: **114**
 Received By: **Hugo Cedeno**
 Time: **2:45**
 Comments: **SK**

SEP 09 2010 09 09

ASHLEY STEWART PACKING LIST

TH 3/1/10 AS

FROM	TO
VENDOR	Ashley Stewart Inc.
TIAN HUI GARMENT	Division of Urban Brands
350W ,42ND ST,SUIT 6H	100 Metro Way
NEW YORK, NY10036	Secaucus,NJ 07094

ONLY ONE PURCHASE ORDER NUMBER AND DC PER PACKING LIST-CHECK APPROPRIATE BOX

Ashley Purchase Order	Pickup Date	Vendor Invoice Number	Preticketed	P/L Page
15009	2010-9-7		(Y) or N	1 Of 1

- Packing list Instructions:**
- Follow Purchase Order Instruction carefully.Failure to ship merchandise as specified can result in a financial chargeback.
 - Merchandise packed*Pre-packed*,must be clearly indicated.All cartons must be detailed.
 - Do not use Size scale & Ratio boxes to indicate bulk quantities - list ratio per color and carton only. Summary must be provided at bottom of packing list

PREPACK - Store-Reshippable Cartons				Size Scale & Ratio						
X FLATPACK		<input type="checkbox"/> GOH		12	14/16	18/20	22/24	Units	Units	Total
Carton	Vendor Style	Ashley Color						Per bundle	Per carton	Units
From	To									
1	1	AS202X	BLACK	21				21	21	21
2	3	"	BLACK		21			21	21	42
4	5	"	BLACK			21		21	21	42
6	6	"	BLACK				21	21	21	21
7	7	"	STEEL	15				15	15	15
8	9	"	STEEL		15			15	15	30
10	11	"	STEEL			15		15	15	30
12	12	"	STEEL				15	15	15	15
13	13	"	VANIL	21				21	21	21
14	15	"	VANIL		21			21	21	42
16	17	"	VANIL			21		21	21	42
18	18	"	VANIL				21	21	21	21
19	19	"	GOLDE	15				15	15	15
20	21	"	GOLDE		15			15	15	30
22	23	"	GOLDE			15		15	15	30
24	24	"	GOLDE				15	15	15	15
25	25	"	VIOLE	18				18	18	18
26	27	"	VIOLE		18			18	18	36
28	29	"	VIOLE			18		18	18	36
30	30	"	VIOLE				18	18	18	18

Packing List Summary PAGE TOTAL: 540

Vendor Style	Ashley Color	12	14/16	18/20	22/24	Total Units	Units Price	Extended Price
AS202X	BLACK	21	42	42	21	126	US\$7.50	US\$945.00
AS202X	STEEL	15	30	30	15	90	US\$7.50	US\$675.00
AS202X	VANIL	21	42	42	21	126	US\$7.50	US\$945.00
AS202X	GOLDE	15	30	30	15	90	US\$7.50	US\$675.00
AS202X	VIOLE	18	36	36	18	108	US\$7.50	US\$810.00
Totals:		90	180	180	90	540	Total	\$4,050.00



For Invoices:
 TH-030/10 AS
 TH-031/10 AS
 TH-032/10 AS
 TH-033/10 AS

1/24/03/10/83
 32/10/83
 33/10/83

Apex Logistics Int'l ORD Inc.

1677 1677 Elmhurst Rd Elk Grove Village

Tel: (847) 640-1818 Fax: (847) 640-1828
 E-mail: picom@apexlogistics.com

TO: _____
 TEL: _____

ATN: _____
 FAX: 718 449 5520

DELIVERY ORDER

CUSTOMS CLEARANCE INT. INC
 147-29 102ND STREET, SUITE 201
 SPRINGFIELD GARDENS NY 11413
 TEL: 718-995-0486

DATE: 09/09/10 FILE #: 306439

VSL NAME :
 TRUCKER : D & A TRUCKING
 NAME : 160-09670802

PORT LOCATION : CATHAY PACIFIC
 ARRIVAL DATE : 09/09/10
 ENTRY NO : BKL-0306439-2

HAWB# ZX10KR00036

DELIVERY TO:
 ASHLEY STEWART/O JW FASHION
 100 METRO WAY
 SECAUCUS NJ 07094
 TEL :

IMPORTER OF RECORD:
 JW FASHION INTERNATIONAL

NO. OF PKGS	DESCRIPTION OF ARTICLES. SPECIAL MARKS & EXCEPTIONS	WEIGHT
114	LADIES KNITTED SWEATERS PO# 14599	1224 LBS

(PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU)

INLAND FREIGHT TERM: COLLECT	URBAN BRANDS Marianne Div. 100 Metro Way Secaucus, NJ 07094	DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE
ASHLEY STEWART/O JW FASHION CUSTOMS CLEARANCE INT. INC. AGENT	Received in Good Order	
PER: CHING LAM	RECEIVED	BY:
	Date: 9-13-10 Ctns: 114	
	Received By: Hugo Cedeno	
	Time: 2:45	
	Comments: SK	

ASHLEY STEWART PACKING LIST

FROM

VENDOR
TIAN HUI GARMENT
350W , 42ND ST, SUIT 6H
NEW YORK, NY10036

TO

Ashley Stewart Inc.
Division of Urban Brands
100 Metro Way
Secaucus, NJ 07094

ONLY ONE PURCHASE ORDER NUMBER AND DC PER PACKING LIST-CHECK APPROPRIATE BOX

Ashley Purchase Order
15011

Pickup Date
2010-9-7

Vendor Invoice Number

Preticketed
(Y) or N

P/L Page
1 Of 1

Packing list Instructions:

1. Follow Purchase Order Instruction carefully. Failure to ship merchandise as specified can result in a financial chargeback.
2. Merchandise packed "Pre-packed", must be clearly indicated. All cartons must be detailed.
3. Do not use Size scale & Ratio boxes to indicate bulk quantities - list ratio per color and carton only. Summary must be provided at bottom of packing list

PREPACK - Store-Reshippable Cartons

Size Scale & Ratio

Carton		Vendor Style	Ashley Color	12	14/16	18/20	22/24	Units Per bundle	Units Per carton	Total Units
From	To									
1	3	AS202X	ROYAL	6				6	6	18
4	9	"	ROYAL		6			6	6	36
10	15	"	ROYAL			6		6	6	36
16	18	"	ROYAL				6	6	6	18
19	21	"	BOSSA	6				6	6	18
22	27	"	BOSSA		6			6	6	36
28	33	"	BOSSA			6		6	6	36
34	36	"	BOSSA				6	6	6	18

Packing List Summary

PAGE TOTAL: 216

Vendor Style	Ashley Color	12	14/16	18/20	22/24	Total Units	Units Price	Extended Price
AS202X	ROYAL	18	36	36	18	108	US\$7.50	US\$810.00
AS202X	BOSSA	18	36	36	18	108	US\$7.50	US\$810.00
Totals:		36	72	72	36	216	Total	\$1,620.00

TIAN HUI GARMENT(USA) LTD
 350 W 42 ND Street Suite 6H
 NEW YORK , N Y 10038
 TEL: 212-564-8489 FAX:9917-388-2149

Commercial Invoice

to: ASILEY STEWART 100 METRO WAY, SECAUCUS, N J 07094 TEL:201-319-9093 FAX:201-319-6641 United States of America	From:	CHINA	Date (mm/dd/yy):	9/9/10
	To:	NY	Invoice #:	TH-33/10AS
	Via:	air	Payment Terms:	WT
	VPO #:	po#15011	Total # of Cartons:	24CTNS
	Gross Weight:		Country of Origin:	CHINA

Quantities & Descriptions

Marks & Numbers:	Detailed Description / Fabric or Yarn Content/Customer P/O:	LDP \$	Units	Amount \$
	LADIES L/SLV SWEATER			
<i>RapidAmerica</i>				
VPO #:	sa202x PO#15012	\$10.00	144	\$1,440.00
Style #:				
Color:				
Size:				
Total Qty				
Carton #				
			144	\$1,440.00
			Total Units	Total USD \$

*Please note: This shipment contains no solid wood or wood packing material

Bank Information:

Bank Name:	HSBC BANK USA
Bank Address:	550 Seventh Ave. New York N Y 10018
Bank Account #:	007918739
SWIFT #:	MRMDUS 33
Beneficiary Name:	TIAN HUI GARMENT(USA)LTD



For Invoices:
 TH-030/10 AS
 TH-031/10 AS
 TH-032/10 AS
 TH-033/10 AS

09/09/10 AS
 311/10 AS
 130/10 AS

Apex Logistics Int'l ORD Inc.

1677 1677 Elmhurst Rd Elk Grove Village

Tel: (847) 640-1818 Fax: (847) 640-1828
 E-mail: picom@apexlogba.com

TO: _____ ATN: _____
 TEL: _____ FAX: 718 449 5520

DELIVERY ORDER

CUSTOMS CLEARANCE INT. INC
 147-29 182ND STREET, SUITE 201
 SPRINGFIELD GARDENS NY 11413
 TEL: 718-995-0486

DATE: 09/09/10 FILE #: 306439

VSL NAME :
 TRUCKER : D & A TRUCKING
 NAME : 160-09670802

FRT LOCATION : CATHAY PACIFIC
 ARRIVAL DATE : 09/09/10
 ENTRY NO : BKL-0306439-2

HAWB# ZX10KH00036

DELIVERY TO: **ASHLEY STEWARTC/O JW FASHION**
 100 METRO WAY
 SECAUCUS NJ 07094
 TEL : _____
 IMPORTER OF RECORD: **JW FASHION INTERNATIONAL**

NO. OF PKGS	DESCRIPTION OF ARTICLES	SPECIAL MARKS & EXCEPTIONS	WEIGHT
114	LADIES KNITTED SWEATERS PO# 14599		1224 LBS

(PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU)

INLAND FREIGHT TERM: COLLECT	URBAN BRANDS Marianne Div. 100 Metro Way Secaucus, NJ 07094	DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE
ASHLEY STEWARTC/O JW FASHION CUSTOMS CLEARANCE INT. INC. AGENT	Received in Good Order	
PRR: CHING LAN	RECEIVED	BY: _____
	Date: <u>9-13-10</u> Ctns: <u>114</u>	
	Received By: <u>Hugo Cedeno</u>	
	Time: <u>2:45</u>	
	Comments: <u>SK</u>	

SEP 09 2010 09:02 AM

ASHLEY STEWART PACKING LIST

FROM
VENDOR
TIAN HUI GARMENT
350W ,42ND ST,SUIT 6H
NEW YORK,NY10036

TO
Ashley Stewart Inc.
Division of Urban Brands
100 Metro Way
Secaucus,NJ 07094

ONLY ONE PURCHASE ORDER NUMBER AND DC PER PACKING LIST-CHECK APPROPRIATE BOX

Ashley Purchase Order
15012

Pickup Date
2010-9-7

Vendor Invoice Number

Preticketed
(Y) or N

P/L Page
1 Of 1

Packing list Instructions:

1. Follow Purchase Order Instruction carefully. Failure to ship merchandise as specified can result in a financial chargeback.
2. Merchandise packed "Pre-packed", must be clearly indicated. All cartons must be detailed.
3. Do not use Size scale & Ratio boxes to indicate bulk quantities - list ratio per color and carton only. Summary must be provided at bottom of packing list

PREPACK - Store-Reshippable Cartons

Size Scale & Ratio

X FLATPACK		<input type="checkbox"/> GOH							
Carton		Vendor Style	Ashley Color	14/16	18/20	22/24	Units Per bundle	Units Per carton	Total Units
From	To								
1	2	AS202X	ROYAL	6			6	6	12
3	8	"	ROYAL		6		6	6	36
9	12	"	ROYAL			6	6	6	24
13	14	"	BOSSA	6			6	6	12
15	20	"	BOSSA		6		6	6	36
21	24	"	BOSSA			6	6	6	24

Packing List Summary

PAGE TOTAL: 144

Vendor Style	Ashley Color	14/16	18/20	22/24	Total Units	Units Price	Extended Price
AS202X	ROYAL	12	36	24	72	US\$7.50	US\$540.00
AS202X	BOSSA	12	36	24	72	US\$7.50	US\$540.00
Totals:		24	72	48	144	Total	\$1,080.00

FOR INVOICE
 TH 09/10/08
 TH - 10/10/08
 TH - 11/10/08
 TH - 12/10/08
 TH - 13/10/08



B18 Trucking Inc.

55 Tillman Street
 Staten Island NY 10314
 ph (917) 679-1312
 fax (718) 494-5034
 B18trucking@yahoo.com

DELIVERY ORDER

Date

Ref #

9/17/2010

306300

Deliver To: ASHLEY STEWART INC
 DIVISION OF URBAN BRANDS
 100 METRO WAY
 SECAUCUS, NJ 07094

Pick Up Location: NYCT

B/L NYKS2359563440
 AWS #

Transfer By: B18 TRUCKING INC.

HAWB# BKL-0306300-8

Appointment - 091780

Quantity	Description	Weight
	PO#14972/14973/15010/15718 PO#14699/14580 PO#14688 PO#14687 PO#14664 *** TOTAL BOXES 82 + 604 + 848 + 8 + 16 = 1536 CTNS *** *** ALL BOXES WITH WHITE STRAP OR STICKERS *** CNTR # NYKU8053243	URBAN BRANDS Marianne Div. 100 Metro Way Secaucus, NJ 07094 RECEIVED Date: 9-17-10 Ctns: 1536 Received By: Hugo Cepeda Time: 7:00 - 9:00 Comments: SK ONE SEA CONTAINER

INLAND FREIGHT

PREPAID / COLLECT

Prepaid

Received in Good Order

Hugo Cepeda

Limit of liability with B18 Trucking Inc. is \$50.00 per shipment including negligence.

Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per.

ASHLEY STEWART PACKING LIST

FROM
VENDOR
TIAN HUI GARMENT
350W ,42ND ST,SUIT 6H
NEW YORK, NY10036

TO
Ashley Stewart Inc.
Division of Urban Brands
100 Metro Way
Secaucus, NJ 07094

ONLY ONE PURCHASE ORDER NUMBER AND DC PER PACKING LIST-CHECK APPROPRIATE BOX

Ashley Purchase Order
14688

Pickup Date
2010-8-19

Vendor Invoice Number

Preticketed
(Y) or N

P/L Page
1 Of 1

Packing list Instructions:

1. Follow Purchase Order Instruction carefully. Failure to ship merchandise as specified can result in a financial chargeback.
2. Merchandise packed "Pre-packed", must be clearly indicated. All cartons must be detailed.
3. Do not use Size scale & Ratio boxes to indicate bulk quantities - list ratio per color and carton only. Summary must be provided at bottom of packing list

PREPACK - Store-Reshippable Cartons

Size Scale & Ratio

Carton		Vendor Style	Ashley Color	14/16	18/20	22/24	Units Per bundle	Units Per carton	Total Units
From	To								
1	4	AS106X	BLACK	6			6	6	24
5	5	"	"	2			2	2	2
6	13	"	"		6		6	6	48
14	14	"	"		4		4	4	4
15	27	"	"			6	6	6	78
28	29	"	STEEL	6			6	6	12
30	33	"	"		6		6	6	24
34	39	"	"			6	6	6	36
40	41	"	VANIL	6			6	6	12
42	45	"	"		6		6	6	24
46	51	"	"			6	6	6	36
52	52	"	VIOLE	6			6	6	6
53	53	"	"	4			4	4	4
54	56	"	"		6		6	6	18
57	57	"	"		2		2	2	2
58	62	"	"			6	6	6	30

Packing List Summary

PAGE TOTAL:

360

Vendor Style	Ashley Color	12	14/16	18/20	22/24	Total Units	Units Price	Extended Price
AS106X	BLACK		26	52	78	156	US\$8.75	US\$1,365.00
"	STEEL		12	24	36	72	US\$8.75	US\$630.00
"	VANIL		12	24	36	72	US\$8.75	US\$630.00
"	VIOLE		10	20	30	60	US\$8.75	US\$525.00
								US\$0.00
Totals:		0	60	120	180	360	Total	\$3,150.00

**General Unsecured Claim:
Invoices, Delivery Receipts and Packing Lists**

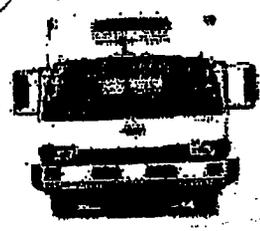
Merchandise Open Payables as of 10/16/10

*

Tian Hui Invoice #	UB Assigned Invoice #	T	Invoice Date	Due Date	Discount Date	Amount	Discount	Net Amount due	UB receipt date	NON 503(b)(9) Claim Amount	503(b)(9) Claim Amount
TH-01/10AS	0110AS		07/31/10	10/10/10	10/10/10	40,342.50	2,388.28	37,954.22	8/26/2010	37,954.22	
TH-02/10AS	0210AS		07/31/10	11/10/10	11/10/10	15,757.50	932.84	14,824.66	8/26/2010	14,824.66	
TH-03/10AS	0310AS		07/31/10	10/10/10	10/10/10	247.50	14.65	232.85	8/11/2010	232.85	
TH-04/10AS	0410AS		07/31/10	10/10/10	10/10/10	495.00	29.30	465.70	8/11/2010	465.70	
TH-05/10AS	0510AS		08/11/10	11/10/10	11/10/10	441.00	26.10	414.90	8/12/2010	414.90	
TH-06/10AS	0610AS		08/11/10	11/10/10	11/10/10	24,843.00	1,470.70	23,372.30	9/3/2010		23,372.30
TH-07/10AS	0710AS		08/11/10	11/10/10	11/10/10	1,784.00	104.42	1,659.58	9/3/2010		1,659.58
TH-08/10AS	0810AS		08/14/10	11/10/10	11/10/10	33,442.50	1,979.79	31,462.71	9/10/2010		31,462.71
TH-08/10AS	0810AS	C	08/14/10	11/10/10	11/10/10	(327.60)	(19.39)	(308.21)	9/10/2010		(308.21)
TH-09/10AS	0910AS		8/21/2010	11/10/10	11/10/10	624.00	36.94	587.06	9/17/2010		587.06
TH-09/10AS	0910AS	A	8/21/2010	11/10/10	11/10/10	(312.00)	(18.47)	(293.53)	9/17/2010		(293.53)
TH-10/10AS	1010AS		8/21/2010	11/10/10	11/10/10	360.00	21.31	338.69	9/17/2010		338.69
TH-10/10AS	1010AS-1		8/21/2010	11/10/10	11/10/10	360.00	21.31	338.69	9/17/2010		338.69
TH-11/10AS	1110AS		8/21/2010	11/10/10	11/10/10	44,415.00	2,629.37	41,785.63	9/17/2010		41,785.63
TH-13/10AS	1310AS		8/21/2010	11/10/10	11/10/10	31,386.25	1,858.07	29,528.18	9/17/2010		29,528.18
TH-22/10AS	2210AS		09/02/10	11/10/10	11/10/10	337.50	19.98	317.52	9/7/2010		317.52
TH-22/10AS	2210AS	A	09/02/10	11/10/10	11/10/10	(112.50)	(6.66)	(105.84)	9/7/2010		(105.84)
TH-22/10AS	2210AS-1		09/02/10	11/10/10	11/10/10	90.00	5.33	84.67	9/7/2010		84.67
TH-22/10AS	2210AS-2		09/02/10	11/10/10	11/10/10	112.50	6.66	105.84	9/7/2010		105.84
TH-23/10AS	2310AS		09/02/10	11/10/10	11/10/10	525.00	31.08	493.92	9/7/2010		493.92
TH-23/10AS	2310AS-1		09/02/10	11/10/10	11/10/10	525.00	31.08	493.92	9/7/2010		493.92
TH-30/10AS	3010AS		09/09/10	11/10/10	11/10/10	2,046.00	121.12	1,924.88	9/13/2010		1,924.88
TH-31/10AS	3110AS		09/09/10	11/10/10	11/10/10	5,400.00	319.68	5,080.32	9/13/2010		5,080.32
TH-32/10AS	3210AS		09/09/10	11/10/10	11/10/10	2,160.00	127.87	2,032.13	9/13/2010		2,032.13
TH-33/10AS	3310AS		09/09/10	11/10/10	11/10/10	1,440.00	85.24	1,354.76	9/13/2010		1,354.76
TH-12/10AS	1210AS		8/21/2010	10/10/10	10/10/10	3,150.00	186.48	2,963.52	9/17/2010		2,963.52
						\$209,512.15	\$12,403.08	\$197,109.07		\$53,892.33	\$143,216.74

FOYL INVOICES:
 TH - 0/10 AS
 TH - 0 2/10 AS

1AV 0110



B18 Trucking Inc.
 55 Tillman Street
 Staten Island NY 10314
 ph (917) 579-1312
 fax (718) 494-5034
 B18trucking@yahoo.com

DELIVERY ORDER

Date: 8/28/2010
 Ref #: 308117

Deliver To: ASHLEY STEWART INC
 DIVISION OF URBAN BRANDS
 100 METRO WAY
 SECAUCUS, NJ 07094

Pick Up Location: NYCT TERMINAL

B/L NYKS2369347480
 AWB #
 HAWB# FW1070070NYC

Transfer By: B18 TRUCKING

Quantity	Description	Weight
191 CTNS	PO#14475 LADIES KNITTED SWEATER	75 75 41 (191)
489 CTNS	PO#14474 BLK	75 75 60 (210)
	CNTR # NYKU2723409 Borsa	75 75 75 54 (279)
** TOTAL 680 CTNS **		
** ALL BOXES WITH WHITE STRAP OR STICKER **		
DATE DELIVERED _____		
TIME IN <u>0900</u>		
TIME OUT <u>1030</u>		
SIGNATURE _____		

URBAN BRANDS
 Marianne Div.
 100 Metro Way
 Secaucus, NJ 07094

RECEIVED

Date: 8-28-10 Ctns: 680

Received By: Hugo
 Received in Good Order

Time: 4:00

Comments: SPL
ONE SEAL CONTAINS

INLAND FREIGHT PREPAID / COLLECT
 Prepaid

Limit of liability with B18 Trucking Inc. is \$50.00 per shipment including Negligence.
 Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per: _____

1AV 0110
~~10/10/10~~

FOR INVOICES
TH - 0/10 AS
TH - 0 2/10 AS



B18 Trucking Inc.
55 Tillman Street
Staten Island NY 10314
ph (917) 579-1312
fax (718) 494-5034
B18trucking@yahoo.com

DELIVERY ORDER

Date 8/26/2010 Ref # 308117

Deliver To: **ASHLEY STEWART INC**
DIVISION OF URBAN BRANDS
100 METRO WAY
SECAUCUS, NJ 07094

Pick Up Location: **NYCT TERMINAL**

B/L NYKS2359347480
AWB #
HAWB# FW1070070NYC

Transfer By: **B18 TRUCKING**

Quantity	Description	Weight			
191 CTNS	PO#14475 LADIES KNITTED SWEATER	75	75	41	(191)
489 CTNS	PO#14474 BLK	75	75	60	(210)
	CNTR # NYKU2723409 Borsa	75	75	75	54 (279)
** TOTAL 690 CTNS **					
** ALL BOXES WITH WHITE STRAP OR STICKER **					
DATE DELIVERED _____					
TIME IN <u>0900</u>					
TIME OUT <u>1030</u>					
SIGNATURE _____					

URBAN BRANDS
Marianne Div.
100 Metro Way
Secaucus, NJ 07094

RECEIVED

Date: 8-26-10 Ctns: 680

Received By: Hugo
Received in Good Order

Time: 4:00

Comments: SPL
ONE SEAL CONTAINER

INLAND FREIGHT

PREPAID / COLLECT
Prepaid

Limit of liability with B18 Trucking Inc. is \$50.00 per shipment including Negligence.
Shipments are not insured by B18 Trucking Inc. unless insurance is requested and confirmed by B18 Trucking Inc. in writing.

Per: _____

FOOD INVOICES

1009 0310 AS
0410 183

TH 03/10 AS
TH 04/10 AS

ANDREW

TEL:

977 578 3078

REF:

FAX:

718 449 5520

DELIVERY

ORDER

CUSTOMS CLEARANCE INT. INC
147-29 182ND STREET, SUITE 201
SPRINGFIELD GARDENS NY 11413
TEL: 718-995-0486

DATE: 08/09/10 FILE #: 306203

VSL NAME :
TRUCKER : D & A TRUCKING
MAWB : 999-11235070

FRT LOCATION : AIR CHINA
ARRIVAL DATE : 08/09/10
ENTRY NO : BKL-0306203-2

HAWB# ZX10KE00026

DELIVERY TO:

100 METRO WAY
SECAUCUS NJ 07094

NJ 08844

IMPORTER OF RECORD:
JW FASHION INTERNATIONAL

Q. OF PKGS	DESCRIPTION OF ARTICLES. SPECIAL MARKS & EXCEPTIONS	WEIGHT
9 CTN	LADIS KNITTED SWEATERS P.O.# 14474 P.O.# 14475	71 LBS

PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU

INLAND FREIGHT TERM:

COLLECT BRANDS
URBAN BRANDS
Marianne Div.

JW FASHION INTERNATIONAL
CUSTOMS CLEARANCE INT.

100 Metro Way
Secaucus NJ 07094

DELIVERY CLERK: DELIVER
TO CARRIER SHOWN ABOVE

Received in Good Order

PER:

CHING LAM

RECEIVED

Date:

8-11-10 Ctns: 9

Received By:

Hugo Cedeno

Time:

3:00

Comments:

SLH

BY:

POB INVOICED
TH 03/10 AS
TH 04/10 AS

10/9 03/10 AS
19/10 AS

ANDRZEW

TEL:

977 578 5078

FAX:

718 449 5520

DELIVERY ORDER

CUSTOMS CLEARANCE INT. INC
147-29 182ND STREET, SUITE 201
SPRINGFIELD GARDENS NY 11413
TEL: 718-995-0486

DATE: 08/09/10 FILE #: 306203

VSL NAME :
TRUCKER : D & A TRUCKING
MAWB : 999-11235070

FRT LOCATION : AIR CHINA
ARRIVAL DATE : 08/09/10
ENTRY NO : BKL-0306203-2

HAWB# ZX10KE00026

DELIVERY TO:

100 Metro Way
Secaucus N.J 07094

IMPORTER OF RECORD:

JW FASHION INTERNATIONAL

NJ 08844

Q. OF PRGS	DESCRIPTION OF ARTICLES. SPECIAL MARKS & EXCEPTIONS	WEIGHT
9 CTN	LADIS KNITTED SWEATERS P.O.# 14474 P.O.# 14475	71 LBS

PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU

INLAND FREIGHT TERM:

JW FASHION INTERNATIONAL
CUSTOMS CLEARANCE INT.

COLLECT BRANDS
Marianne Div.
100 Metro Way
Secaucus, NJ 07094

RECEIVED

Date: 8-11-10 Ctns: 9
Received By: Hugo Cedeno
Time: 3:00
Comments: S/K

DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE

Received in Good Order

PER:

CHING LAM

BY:

FOR INVOICE;
TH-05/10 AS

INVA 05

TO: D & A ATN: ANDREW
TEL: 917 578 5078 FAX: 718 449 5520

DELIVERY ORDER

CUSTOMS CLEARANCE INT. INC
147-29 182ND STREET, SUITE 201
SPRINGFIELD GARDENS NY 11413
TEL: 718-995-0486

DATE: 08/11/10 FILE #: 306224

VSL NAME :
TRUCKER : D & A TRUCKING
NAWB : 999-11235140

FRT LOCATION : AIR CHINA
ARRIVAL DATE : 08/11/10
ENTRY NO : BKL-0306224-8

HAWB# EK10KE00030

DELIVERY TO: 100 METRO WAY
SECAUCUS NJ
IMPORTER OF RECORD: JW FASHION INTERNATIONAL
AS PER SUE'S INSTRUCTIONS

NO. OF PKGS	DESCRIPTION OF ARTICLES. SPECIAL MARKS & EXCEPTIONS	WEIGHT
6	LADIES KNITTED SWEATERS	

(PLEASE DELIVER AS SOON AS POSSIBLE AND CALL AHEAD FOR APPOINTMENT, THANK YOU)

INLAND FREIGHT TERM: COLLECT

DELIVERY CLERK: DELIVER TO CARRIER SHOWN ABOVE

JW FASHION INTERNATIONAL CORP.
CUSTOMS CLEARANCE INT. INC, AGENT

Received in Good Order

PER: [Signature]
B CHING LAM

BY: OSCAR CRUZ

ccfus
8/12/10

Pioneer Credit Opportunities Fund, L.P.

Greeley Square Station, P.O. Box 20188
39 W. 31st 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: **UBI Liquidating Corp., Inc. f/k/a 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 for Tian Hui Garment (USA) Ltd. Pioneer Credit Opportunities Fund, LP is the Assignee & Attorney-in-Fact for Tian Hui Garment (USA) Ltd. pursuant to the enclosed Assignment of Claim Agreement dated November 9, 2010.

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
Pioneer Credit Opportunities Fund, LP
646-237-6969
ADAM@PFLLC.COM