
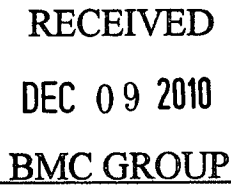



UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: <i>Urban Brands, inc.</i>		Case Number: <i>10-13005</i>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an 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): ENTERTAINMENT PUBLICATIONS INC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent:  25641044009862 ENTERTAINMENT PUBLICATIONS INC 1414 E MAPLE ROAD TROY, MI 48083-4019		Court Claim Number: (if known) Filed on: _____
		
Name and address where payment should be sent (if different from above): <i>same add Legal Dept.</i>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone No. <i>248 404.1252</i>		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ 5389.75</u>	5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.	
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.	Specify the priority of the claim.	
If all or part of your claim is entitled to priority, complete item 5.	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges	<input type="checkbox"/> Wages, salaries, or commission (up to \$11,725* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4).	
2. Basis for Claim: <u>services performed</u> (See instruction #2 on reverse side.)	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).	
3. Last four digits of any number by which creditor identifies debtor: _____	<input type="checkbox"/> Up to \$2,600* of deposits toward purchase lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7).	
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)	<input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8).	
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.	<input type="checkbox"/> Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9).	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other	<input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____).	
Describe:	Amount entitled to priority: \$ _____	
Value of Property: \$ _____ Annual Interest Rate: _____ %	* 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.	
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: <i>12/7/10</i>	FOR COURT USE ONLY Urban Brands  00283	
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.		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

4. Secured Claim.

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

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

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

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

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

8. Documents:

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

Date and Signature:

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

DEFINITIONS

INFORMATION

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Secured Claim Under 11 U.S.C. § 506(a)

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

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

Unsecured Claim

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

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

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

Redacted

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

Evidence of Perfection

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

Acknowledgement of Filing a Claim

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

Offers to Purchase a Claim

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

PLEASE SEND COMPLETED PROOFS OF CLAIM TO:

Via Regular U.S. Mail Via Overnight Courier

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

**Corporate Headquarters
 Entertainment Publications Inc.
 1414 E. Maple Rd.
 Troy, Michigan 48083
 Phone: (248) 404-1100**

TO:
Ashley Stewart
 100 Metro Way
 Secaucus, NJ 07094

SHIP TO:
 Jaime McCann

SALESPERSON	INVOICE NUMBER	DATE OF INVOICE	TERMS
Frank Roffers	404315	12/3/2009	Due Upon Receipt

DESCRIPTION	REDEMPTIONS	NET REVENUE	AMOUNT
November 09 Redemptions (7%)		\$ 30,369.03	\$ 2,125.83

TOTAL DUE \$ 2,125.83

Make all checks payable to: *Entertainment Publications, Inc.*
P.O. Box 7067
Troy, MI 48007-7067

Please indicate invoice number on payment

Thank you for your business!



INVOICE

Corporate Headquarters
Entertainment Publications Inc.
1414 E. Maple Rd.
Troy, Michigan 48083
Phone: (248) 404-1100

TO:
Ashley Stewart
 100 Metro Way
 Secaucus, NJ 07094

SHIP TO: Jaime McCann

SALESPERSON	INVOICE NUMBER	DATE OF INVOICE	TERMS
Frank Roffers	404355	2/18/2010	Due Upon Receipt

DESCRIPTION	REDEMPTIONS	NET REVENUE	AMOUNT
December 09 Redemptions		\$ 46,627.44	\$ 3,263.92

TOTAL DUE \$ 3,263.92

Make all checks payable to: *Entertainment Publications, Inc.*
P.O. Box 7067
Troy, MI 48007-7067

Please indicate invoice number on payment

Thank you for your business!



entertainment
NATIONAL PARTICIPATION AGREEMENT

This National Participation Agreement ("Agreement") is made this 8th day of April, 2008, ("Effective Date") between Entertainment Publications, Inc., its direct and indirect subsidiaries and affiliates ("Entertainment") with an address of 1414 E. Maple Road, Troy, MI 48083, and Urban Brands, Inc. ("Participant") with a corporate address of 100 Metro Way, Secaucus, NJ 07094 telephone number (201) 319-9093 and fax number _____.

Entertainment and Participant agree that the following terms and conditions will govern the relationship of the parties with respect to the Offers and Programs. Participant's Offers will be evidenced in an Offer Exhibit executed by Entertainment and Participant, which will be made part of this Agreement. In the event of inconsistency between this Agreement and an Offer Exhibit, the Offer Exhibit will govern as to the inconsistent matter(s).

TERMS AND CONDITIONS.

A. General Program Provisions.

1. Participant understands that Entertainment reserves the right to include or not include the Offer(s) in the Programs, and Entertainment will have no liability for failure to include any Offer in any specific Program, except as otherwise provided in this Agreement.
2. Participant understands and agrees that Entertainment may include, in any Program, hyperlinks to or discount offers from other merchants offering goods and/or services of the same type as the goods and/or services offered by Participant. Entertainment does not represent or warrant that Participant will be the exclusive merchant promoted in any Program(s) for any type of goods and/or services.
3. Participant agrees to accept reasonable variation in color, due to variances in materials, pressroom operations and equipment between color proofs and the Programs.
4. All negatives, proofs, original artwork and similar materials provided by Participant or its agency, in connection with this Agreement shall be and remain at all times the property of Participant and shall be delivered to Entertainment upon request, in a timely manner without any additional charge whatsoever.
5. Entertainment will not be liable for any errors or misprints contained within Participant Content (as defined in Section B.2 below), as provided to Entertainment in final form.
6. All negatives, proofs, original artwork and similar materials made, developed or provided by Entertainment shall be and remain at all times the property of Entertainment.

B. Intellectual Property.

1. Participant and Entertainment recognize and acknowledge the existence and validity of the other party's intellectual property rights in its own names, trademarks, and copyrights. Participant and Entertainment each acknowledge and agree that it shall acquire no interest in any trademark, service mark, copyright and/or other intellectual property of the other party.
2. Participant represents and warrants that it has the right to license and does license Entertainment to use its name, logo, trademark, service mark, URL or other corporate identifiers and proprietary designations, photograph, and any other material supplied to Entertainment ("Participant Content") in connection with the production of the Offer(s) and in related promotional or advertising materials.
3. Participant grants to Entertainment a non-exclusive right to establish and maintain one or more hyperlinks on Entertainment.com or other customized Web site(s) to Participant's Web site ("Links") to enable users to access the Offer(s). The placement of such Links shall be in Entertainment's sole discretion, and may be in the form of Participant's name, logo, trademark, service mark, or other promotional materials or appropriate textual messages. In the event that Participant changes or modifies the URL of Participant's Web site, Participant shall provide Entertainment with at least 10 days prior written notice of such change in order for Entertainment to modify the Links as appropriate.

C. Entertainment's Duties and Obligations.

1. Entertainment will perform standard copywriting, typesetting, camera, artistic and various other procedures and functions in order to prepare the Offer(s) for publication, unless provided by Participant or its agency.
2. Entertainment will bear all expense in the promotion, sale and distribution of the Programs.
3. Entertainment will, in its sole discretion, determine the placement and the format of the Offer(s) in the Programs.

D. Participant's Duties and Obligations.

1. Participant, its successors and assigns, agree to honor all Offers published by Entertainment prior to the expiration of the Term of the applicable Offer Exhibit. Participant understands that the Offer(s) may be published at various times during the Term of the Offer Exhibit and that the Offer(s) will be valid until the stated expiration date of the Offer(s).
2. Participant understands that it may change its Online Offer on a monthly basis and that each Offer will be valid for a minimum of 30 days. All changes to the Online Offer must be made in writing by facsimile, email or first class mail and approved by Entertainment. Requests for changes to the Online Offers must be made 5 (five) business days before the desired effective date.
3. Participant understands that failure to honor an Offer properly presented for redemption would cause irreparable harm to Entertainment. Participant therefore agrees that Entertainment shall have the right to seek injunctive relief, including specific performance of this Agreement, and Entertainment shall be entitled to receive reasonable attorneys' fees in the event of Participant's breach.

National Participation Agreement

4. Participant may collect information from or regarding users of the Programs. Participant represents and warrants that it: (a) will not collect, use or disclose information gathered other than in accordance with Participant's published privacy policy and all applicable laws, rules and regulations; and (b) will not disclose to any third party any information gathered that either alone or associated with other information identifies an individual's association and/or relationship with Entertainment, its products, publications, Web site(s) or services.
 5. If, before the expiration date of the Offer(s), Participant sells its business or substantially all of its assets, Participant agrees that it will notify Entertainment, by certified mail, prior to the sale, and will require the purchaser to honor the Offer(s) and comply with the terms of this Agreement.
 6. Participant agrees not to use or reproduce any names or trademarks owned or licensed by Entertainment ("Entertainment Marks") in any sales or promotional materials without Entertainment's express written authorization.
 7. Participant warrants that it did not make the majority of its sales in the preceding year in connection with one or more 'free,' 'gift,' or 'prize' or similarly described coupons.
- E. Term and Termination.** The term of this Agreement commences on the Effective Date and continues as long as any Offer Exhibit remains in effect, however expiration of all Offer Exhibits will not result in the termination of this Agreement in the event that the parties execute a subsequent Offer Exhibit, so long as the period of time during which no Offer Exhibit is in effect does not exceed six (6) months. Written notice of termination must be sent in compliance with Section R of this Agreement ("Termination Notice"). The Termination of this Agreement will in no way affect Participant's continuing obligation to honor all Offers published prior to the effective date of termination until the stated expiration dates of such Offers.
- F. Representations and Warranties.** Each party represents and warrants to the other party:
1. that it has full authority to enter into this Agreement;
 2. that it will comply with all applicable Federal, State and local laws and regulations in performing its duties and obligations under this Agreement;
 3. that it is the owner or has obtained all necessary permission and consent to the use of all materials provided to the other party for use in the Programs, including but not limited to any artwork, photographs, letters, menus, forms, trademarks, service marks, URLs, Links, text and/or any promotional or advertising materials.
- G. Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, ENTERTAINMENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAMS OR ANY OTHER SERVICES TO BE PROVIDED BY ENTERTAINMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTERTAINMENT DOES NOT WARRANT THAT ITS WEB SITE(S) WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT IT WILL PROVIDE SECURITY WITH RESPECT TO REDEMPTION OF THE OFFER(S) OR THE INFORMATION CONTAINED ON THE WEB SITE(S). SPECIFICALLY, CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT THE INTERNET IS AN EVOLVING MEANS OF COMMUNICATION AND ENTERTAINMENT MAY ENCOUNTER TECHNICAL OR OTHER DIFFICULTIES BEYOND ITS CONTROL.
- H. Indemnification.** Participant agree to indemnify, defend and hold harmless Entertainment its parent, subsidiaries, officers, employees, and agents from and against any and all liabilities, claims, losses, damages, costs, or expenses, including reasonable attorney's fees, resulting from any third party claim that is based upon an assertion that: (a) Participant's Content infringes or violates any intellectual property rights of such third party or another entity; (b) arises out of Participant's acts or omissions in connection with the Offer(s); (c) arises out of or relates to the goods or services offered or sold by Participant in connection with the Offer(s); or (d) if true, would constitute a breach Participant's representations, warranties, obligations or duties under this Agreement.
- Entertainment agrees to indemnify, defend and hold harmless Participant, its parent, subsidiaries, officers, employees, and agents from and against any and all liabilities, claims, losses, damages, costs, or expenses, including reasonable attorney's fees, resulting from (a) any third party claim that is based upon an assertion that Entertainment Content infringes or violates any intellectual property rights of such third party or another entity or (b) if true, would constitute a breach of Entertainment's representations and warranties under this Agreement.
- I. Limitation of Liability.**
TO THE FULLEST EXTENT PERMITTED BY LAW, ENTERTAINMENT DISCLAIMS: ALL ALLEGED LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM ANY ACCIDENT, EVENT OR OCCURRENCE RESULTING FROM THE USE OF PARTICIPANT'S PRODUCTS OR PREMISES. ENTERTAINMENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OR OTHERWISE IMPOSED BY LAW, REGARDING THE CONDITION OF THOSE PRODUCTS OR PREMISES OR THE SAFETY OF SAME. ENTERTAINMENT DISCLAIMS ALL ALLEGED VICARIOUS LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF THE PARTICIPANT. UNDER NO CIRCUMSTANCES SHALL ENTERTAINMENT OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY ON ACCOUNT OF ANY CLAIM (WHETHER BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE ARISING OUT OF THIS AGREEMENT) FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, OR FOR ANY DAMAGES OR SUMS PAID BY PARTICIPANT TO THIRD PARTIES, EVEN IF ENTERTAINMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
PARTICIPANT'S SOLE REMEDY UNDER THIS AGREEMENT SHALL BE AN ADJUSTMENT IN THE FEES PAID BY PARTICIPANT, AND SHALL NOT EXCEED THE TOTAL FEES PAID BY PARTICIPANT PURSUANT TO THE APPLICABLE OFFER EXHIBIT.
- J. Force Majeure.** In the event that either party shall be prevented from performing its obligations under the terms of this Agreement, by an act of God, by acts of war, riot, terrorism, or civil commotion, by an act of State, by strike, fire, flood, or by occurrence of any other event beyond the control of either party, that party shall be excused from performance of the obligations during the period of such delay

National Participation Agreement

- K. **Audit.** Participant agrees to maintain its books and records in accordance with generally accepted accounting practices and procedures. Upon reasonable notice and during regular business hours, Entertainment or its representative, shall have the right to inspect and audit the books and records that Participant maintains in connection with this Agreement.
- L. **Confidentiality.** Each party acknowledges that it will have access to certain information and materials concerning the other party's business, plans, customers, technology and products that are confidential and of substantial value to such party, which value may be impaired if such information were disclosed to or obtained by third parties. Each party agrees that it will not use in any way, nor disclose to a third party, other than for the purpose of performing its obligations under this Agreement, any such confidential information. The receiving party will take every reasonable precaution to protect the confidentiality and security of such information.
- M. **Payment.** The payment and redemption report, if applicable, shall be sent to **Entertainment Publications, Inc., Attn: Accounting Department (Account Management), P.O. Box 7067, Troy, MI 48007-7067.** Failure to send payments and reports shall cause the account to be delinquent and subject to standard collection procedures. Balances unpaid beyond the due date will bear interest at a compound rate of 1½% per month. Participant is responsible for all applicable Federal, State and local taxes except taxes levied based on Entertainment's net income.
- N. **Assignment.** This Agreement may not be assigned except by Entertainment in the event of a sale, merger or change in control without the prior written consent of Participant. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- O. **Survival.** Each party's obligations under Sections B., D., E., F., G., H., I, K., L., P. and Q. of this Agreement, Section V of any Offer Exhibit, and any other Section which would be reasonably construed to survive, will survive termination of this Agreement.
- P. **Severability.** In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited only to the extent necessary to make such provision legal, valid or enforceable, and the remaining portions of this Agreement will remain in full force and effect.
- Q. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to principles of conflict of laws. The parties agree to submit to the exclusive jurisdiction over all disputes hereunder in the Federal and State courts in the State of Michigan located within or nearest to the County of Oakland. The parties knowingly and voluntarily waive any right to trial by jury in any judicial proceeding involving any matter arising out of or related to this Agreement.
- R. **Notices.** Any notices required or permitted shall be given to the appropriate party at the address on the front of the Agreement or at such other address as the party shall specify in writing. Such notice shall be deemed delivered upon receipt when delivered by certified U.S. mail, postage pre-paid, by a nationally recognized overnight courier, or in person.
- S. **Headings.** Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.
- T. **Entire Agreement.** **THIS AGREEMENT, INCLUDING THE APPLICABLE OFFER EXHIBIT(S) AND ANY ATTACHED SCHEDULE(S), CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE OFFER(S) DURING THE PERIOD OF THEIR VALIDITY. THIS AGREEMENT, INCLUDING ANY ATTACHMENTS MAY BE AMENDED ONLY BY A WRITTEN INSTRUMENT (FACSIMILE OR FIRST CLASS MAIL) EXECUTED BY BOTH PARTICIPANT AND ENTERTAINMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE TERM OF ANY OFFER EXHIBIT MAY BE EXTENDED BY WRITTEN APPROVAL OF AN OFFER WITH A NEW EXPIRATION DATE BY PARTICIPANT AND ENTERTAINMENT AND MAY BE PROVIDED BY EMAIL IN ADDITION TO FACSIMILE OR FIRST CLASS MAIL. INVOICE STATEMENTS, PURCHASE ORDERS OR OTHER STATEMENTS ORIGINATING WITH PARTICIPANT OR ITS AGENTS SHALL NOT SATISFY THE REQUIREMENT OF THE PRECEDING SENTENCE. IT IS AGREED THAT A FAX COPY OF THE SIGNED AGREEMENT WILL BE CONSIDERED AN ORIGINAL.**

The undersigned have reviewed this Agreement and understand and agree to the terms and conditions. The undersigned each represent that he/she has the authority to execute this Agreement on behalf of the respective party.

Participant

Signed: _____

Printed Name: ETHAN SHAPIRO

Title: CEO

Date: 4-10-08

Offer Exhibit(s) Attached

Schedule A Attached

Entertainment

Signed: _____

Printed Name: Jeff Filaseta

Title: Vice President, National Content Sales

Date: 4-21-08

Affiliate Agreement Attached

Other _____



OFFER EXHIBIT 2008 - A TO NATIONAL PARTICIPATION AGREEMENT

This Offer Exhibit 2008 - A ("Offer Exhibit") for Urban Brands, Inc. d.b.a. Ashley Stewart is governed by the terms and conditions of the National Participation Agreement between Urban Brands, Inc. (collectively "Participant") and Entertainment Publications, Inc. ("Entertainment") dated April 8, 2008 ("Agreement").

- I. **TERM.** The term of this Offer Exhibit will be from April 8, 2008 through December 31, 2010 ("Term"). Participant may not terminate the Agreement prior to the expiration of this Offer Exhibit. Termination of the Agreement will in no way affect Participant's continuing obligation to honor all Offers published prior to the effective date of termination and to pay the Association Marketing Fee until the stated expiration dates of such Offers. The Term of this Offer Exhibit may be extended by written approval of an Offer with a new expiration date by Participant and Entertainment. Written approval may be provided by email, facsimile or first class mail.
- II. **REDEMPTION LOCATIONS.** To be provided by Participant and attached as Schedule A.
- III. **PROGRAM(S).** Participant agrees to provide the Offer(s) listed below for print, online printable, card based, online and/or electronic redemption. The Offer(s) may be published and distributed by Entertainment as Entertainment branded programs and/or as private label co-branded programs in which the Offers are provided as a benefit, incentive or promotion to customers, employees or third parties (collectively "Programs").
- IV. **OFFER(S).** Any Offer(s) not included or which deviates from those stated on this Offer Exhibit, that is submitted by Participant for publication, must be approved by Entertainment. Upon approval by Entertainment, the Offer(s) will be subject to all of the terms and conditions of this Offer Exhibit and the National Participation Agreement between the parties. Participant provides the following Offer(s) for publication in the above designated Programs:
 - A. **Printed Offer (1):**
 1. Offer: \$10 Off Your Purchase of \$50 or More
 2. Offer Conditions, if any: Only one coupon or discount per purchase (pre-tax). Not valid on previous purchases, sale, clearance, gift certificates, gift card purchases or shipping fees. Coupon must be presented at time of purchase. Not redeemable for cash, or accepted as payment for any credit card account. Coupon may be used only once. A percentage of the discount will be lost for each item returned that yields a balance below required purchase amount. Void if copied or where prohibited by law. Cash value of 1/100 cent.
 3. Offer may be included up to 1 time(s) per Program.
 4. Value Up To/Maximum Discount: \$10.00
 5. Offer Available in: United States Canada Puerto Rico Mexico
 - B. **Printed Offer (2):**
 1. Offer: \$50 Off Your Purchase of \$150 or More
 2. Offer Conditions, if any: Only one coupon or discount per purchase (pre-tax). Not valid on previous purchases, sale, clearance, gift certificates, gift card purchases or shipping fees. Coupon must be presented at time of purchase. Not redeemable for cash, or accepted as payment for any credit card account. Coupon may be used only once. A percentage of the discount will be lost for each item returned that yields a balance below required purchase amount. Void if copied or where prohibited by law. Cash value of 1/100 cent.
 3. Offer may be included up to 1 time(s) per Program.
 4. Value Up To/Maximum Discount: \$50.00
 5. Offer Available in: United States Canada Puerto Rico Mexico
 - C. **Online Printable Offer (1):**
 1. Offer: \$10 Off Your Purchase of \$50 or More
 2. Offer Conditions, if any: Only one coupon or discount per purchase (pre-tax). Not valid on previous purchases, sale, clearance, gift certificates, gift card purchases or shipping fees. Coupon must be presented at time of purchase. Not redeemable for cash, or accepted as payment for any credit card account. Coupon may be used only once. A percentage of the discount will be lost for each item returned that yields a balance below required purchase amount. Void if copied or where prohibited by law. Cash value of 1/100 cent.
 3. Offer may be included up to 1 time(s) per Program.
 4. Value Up To/Maximum Discount: \$10.00
 5. Offer Available in: United States Canada Puerto Rico Mexico

D **Online Printable Offer (2):**

1. Offer: 50 Off Your Purchase of \$150 or More
2. Offer Conditions, if any: Only one coupon or discount per purchase (pre-tax). Not valid on previous purchases, sale, clearance, gift certificates, gift card purchases or shipping fees. Coupon must be presented at time of purchase. Not redeemable for cash, or accepted as payment for any credit card account. Coupon may be used only once. A percentage of the discount will be lost for each item returned that yields a balance below required purchase amount. Void if copied or where prohibited by law. Cash value of 1/100 cent.
3. Offer may be included up to 1 time (s) per Program.
4. Value Up To/Maximum Discount: \$50.00
5. Offer Available in: United States Canada Puerto Rico Mexico

V. **FEES/PAYMENT TERMS**

- A. **Space Advertising Fee:** Participant agrees to pay Entertainment a Space Advertising Fee in the amount of \$15,000 for a Half Page (Front and Back) advertisement within the 2009 Entertainment@ book and \$15,000 for a Half Page (Front and Back) advertisement within the 2010 Entertainment@ book. Participant agrees to pay Entertainment the Space Advertising Fee in full on or before May 6, 2008 for the 2009 Entertainment@ book and May 6, 2009 for the 2010 Entertainment@ book. Participant and Entertainment agree that if for any reason Entertainment elects not to publish Participant's Offer in an Entertainment@ book as stated, Entertainment will refund the Space Advertising Fee for that Entertainment@ book if any, previously paid by Participant to Entertainment.
- B. **Association Marketing Fee:** Participant agrees to pay to Entertainment on a monthly basis, an Association Marketing Fee equal to 7% of Net Revenue derived from redemption of all Offer(s) published pursuant to this Offer Exhibit. "Net Revenue" shall mean gross revenue less discount, shipping, taxes, and refunds.
- C. **Participant's Invoice shall be sent to the following address and contact:** Urban Brands – Tim Mack 100 Metro Way, Secaucus, NJ 07094

VI. **REPORTING**

All Offer(s) will carry a specific Entertainment promotion code for tracking purposes. All revenue generated through the Programs must be tracked and recorded by Participant. Participant agrees to send Entertainment a monthly redemption report within 30 days of each month end in an agreed upon format, including number of Offers redeemed, gross sale per transaction, and dollar amount of discount per transaction, along with payment of the Association Marketing Fee, if applicable. In the event Participant has no activity for a reporting period, Participant is required to provide the redemption report indicating: "no redemptions."

Canadian agents do not have the authority to bind Entertainment, who expressly reserves its right to accept or reject this Agreement upon review. Acceptance of this Agreement by Entertainment shall be evidenced, where Promotion Fee is paid or payable, by Entertainment's invoice issued to Participant and otherwise by publication of Participant's Offer in any Program. In event that Entertainment rejects this Agreement, Entertainment will refund any prepayment or deposit.

The undersigned have reviewed this Offer Exhibit and understand and agree to the terms and conditions. The undersigned each represent that he/she has the authority to execute this Offer Exhibit on behalf of the respective party.

Participant

Signed: _____

Printed Name: ETHAN SHAPIRO

Title: CEO

Date: 4-10-08

Entertainment

Signed: _____

Printed Name: Jeff Filaseta

Title: Vice President, National Content Sales

Date: 4-2-08



Entertainment Publications, LLC
Legal Department
1414 E. Maple Road, Suite 500
Troy, MI 48083-4019

December 7, 2010

BMC Group, Inc.
Attn: Urban Brands
Claims Processing
18750 Lakes Drive East
Chanhassen, MN 55317

Re: Urban Brands Proof of Claim

Dear Sir or Madam:

We have an outstanding balance of \$5389.75 based on the enclosed National Participation Agreement. As the Agreement is with Urban Brands Inc. dba Ashley Stewart enclosed please find two separate Proofs of Claim, one for Urban Brands, Inc. and one for Ashley Stewart Apparel. Please use the appropriate proof of claim and disregard the other.

I've enclosed a self addressed stamped envelope; please return a copy of the correct Proof of Claim.

Also please note that Entertainment Publications LLC is successor interest to Entertainment Publications, Inc.

If I you need any assistance with this matter please contact me.

Sincerely,

Entertainment Publications, LLC

A handwritten signature in black ink that reads 'Leesa Paul'.

Leesa Paul
Paralegal
284.404.1852
248.404.1853 fax
lpaul@entertainment.com