

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 squeem corp

Name and address where notices should be sent:

Pioneer Credit Opportunities Fund, LP as Assignee & Attorney-in-Fact for squeem corp
Greeley square station, PO Box 20188
NEW YORK, NY 10001
Telephone No. (646)237-6969

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

Court Claim Number: 44 (if known)

Filed on: 10/12/2010

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

RECEIVED

DEC 13 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:

\$ 127,680.57

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): \$ 46,914.21

(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, which ever is earlier -- 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Up to \$2,600* of deposits toward purchase lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8).
- Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9).
- Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)().

Amount entitled to priority:

\$ 46,914.21

* 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



00307

ASSIGNMENT OF CLAIM AGREEMENT

Assignment of Claim. Squeem Corporation, with a principal address of 6753 Kingspointe Pkwy #110, Orlando, FL 32819, its successors and assigns ("**Seller**"), for good and valuable consideration, the sufficiency of which is hereby acknowledged, in the sum of \$ _____ (the "**Purchase Price**"), does hereby absolutely and unconditionally sell, assign and transfer to Pioneer Credit Opportunities Fund, L.P., having an address of Greeley Square Station, P.O. Box 20188, New York, NY 10001 and any of its successors, assigns or designees ("**Buyer**", and together with Seller, the "**Parties**"), all of Seller's rights, title and interests in and to Seller's claim or claims, as more specifically set forth below (the "**Claim**"), against Urban Brands, Inc. (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 \$127,680.57 (the "**Claim Amount**") and all rights and benefits of Seller relating to the Claim, including without limitation, (i) any proofs of claim filed in respect of the Claim, (ii) all agreements, instruments, invoices, receivables, purchase orders and other documents evidencing or relating to the Claim (the "**Claim Documentation**"); (iii) all of Seller's right to receive principal, interest, fees, expenses, damages, penalties and other amounts, including cure payments within the meaning of Section 365 of Title 11 of the U.S. Bankruptcy Code, in respect of the Claim; (iv) any actions, claims, lawsuits or rights against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to the Claim; (v) all cash, securities, instruments, proceeds and other property issued in respect of, or exchanged in return for, any of the foregoing; and (vi) if applicable, the right to participate in any future offerings of debt, securities or other rights by the Debtor. The Claim is based on amounts owed to Seller by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Proof of Claim. Seller represents and warrants that A proof of claim has been duly and timely filed in the Proceedings in the amount of \$127,680.57 (Claim No. 44) (the "**Proof of Claim**"), a true and complete copy of which is attached to this Assignment of Claim Agreement (the "**Agreement**"). If the Proof of Claim amount differs from the Claim Amount, Buyer shall nevertheless be deemed the owner of the Claim subject to the terms of this Agreement and shall be entitled to identify itself as the owner of such Claim on the records of the Court.

Representations; Warranties and Covenants. Seller further represents and warrants that (a) the Claim is listed on the Debtor's schedule of liabilities and any amendments thereto (the "**Schedule**") in an amount not less than \$130,630.91 and no objections have been filed or threatened against Seller in respect of the Claim; (b) the Claim is a valid, undisputed, liquidated, non-contingent, allowable and enforceable general unsecured claim against the Debtor based on amounts owed to Seller for goods and/or services provided to the Debtor prior to the commencement of the Proceedings; (c) this Agreement has been duly authorized, executed and delivered by the Seller and Seller has the requisite power and authority to execute, deliver and perform this Agreement; (d) this Agreement constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; (e) no payment or distribution has been received by Seller or on behalf of Seller in full or partial satisfaction to the Claim; (f) Seller has not previously sold, assigned, transferred or pledged the Claim, in whole or in part, to any third party; (g) Seller is the sole owner and has good title to the Claim free and clear of any and all liens, security interests, claims or encumbrances of any kind or nature whatsoever including without limitation, pursuant to any factoring or other financing agreements, and upon the execution of this Agreement, Buyer will receive good title to the Claim; (h) Debtor, or any other third party, has no basis to assert the Claim is subject to any defense, claim or right of setoff, reduction, impairment, disallowance, subordination or avoidance, including preference actions, whether on contractual, legal or equitable grounds; (i) Seller has not engaged in any acts or conduct or made any omissions that might result in Buyer receiving proportionally less in payments or distributions under, or less favorable treatment for, the Claim than is received by other unsecured creditors against the Debtor; (j) Seller is not "insolvent" within the meaning of Section 1-201 (23) of the Uniform Commercial Code or within the meaning of Section 101(32) of the Bankruptcy Code; (k) Seller has fully performed and satisfied all of its obligations (if any) to the Debtor; (l) Buyer shall not assume or be responsible for any obligations or liabilities of Seller related to or in connection with the Claim, the Claim Documentation or the Proceedings; and (m) Seller is not an "insider", as that term is defined in Bankruptcy Code Section 101(31), of the Debtor or its affiliates or a member of any official or unofficial committee in the Proceedings. Seller agrees to indemnify Buyer from all losses, damages and liabilities (including, but not limited to, attorney's fees and expenses) which result from the breach of any representation, warranty or covenant by Seller as set forth herein.

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

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

ASSIGNMENT OF CLAIM AGREEMENT

balance of said Claim at the same percentage of Claim paid herein. Buyer shall remit such payment to Seller upon Buyer's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

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

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

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

Execution of Agreement. This Agreement shall become effective and valid when (a) Seller executes this Agreement and it is received by Buyer and (b) the Agreement is executed by a proper representative of Buyer and (c) Assignor's receipt of the Purchase Price within two (2) business days.

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

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

IN WITNESS WHEREOF, the undersigned hereunto set its hand this 2ND day of NOVEMBER, 2010.

Squeem Corporation ("Seller")

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

By

Signature

Signature

JOCI I. RIBEIRO VP OPERATIONS & FINANCE
Print Name and Title

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

407-370-2780 / JOCI@SQUEEM.NET
Telephone / Email

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

Addendum to Proof of Claim

The following invoices and delivery receipts are provided in support of Pioneer Credit Opportunities Fund, LP's (as Assignee & Attorney-in-Fact for Squeem Corporation) request for allowance of its general unsecured claim and administrative expense claim pursuant to Section 503(b)(9) of the United States Bankruptcy Code.

Creditor Squeem Corporation sold, and debtor Urban Brands, Inc. received, goods within the twenty (20) day period immediately preceding the petition date of September 21, 2010. These goods were sold in the ordinary course of business. To date, Debtor has not paid creditor for these goods.

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

Invoice No.	Invoice Date	Delivery Date	Ship Method	Ship to:	Invoice Amount	
34211	6/15/2010	6/15/2010	UPS	Secaucus, NJ	\$ 1,580.54	
35718	7/27/2010	7/27/2010	UPS	Secaucus, NJ	\$ 11,063.81	
36388	8/17/2010	8/17/2010	UPS	Secaucus, NJ	\$ 65,337.15	
36424	8/17/2010	8/17/2010	UPS	Secaucus, NJ	\$ 2,784.86	
36688	9/1/2010	9/1/2010	UPS	Secaucus, NJ	\$ 42,844.03	} §503(b)(9) Invoices
36689	9/1/2010	9/1/2010	UPS	Hyattsville, MD	\$ 4,070.18	
Total					\$ 127,680.57	
Total Section 503(b)(9) Claim					\$ 46,914.21	
Total General Unsecured Claim					\$ 80,766.36	

SQUEEM

6753 Kingspointe Pkwy #110
Orlando, FL 32819

Invoice

Date	Invoice #
6/15/2010	34211

Bill To
UrbanBrands, INC 100 Metro Way Secaucus, NJ 07094-1914

Ship To
URBANBRANDS Warehouse - Ashley Stewart 100 Metro Way Secaucus, NJ 07094-1914

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Channel
14843	Net 45	7/30/2010	DJ	6/2/2010	UPS	National

Qty	Item	Description	Rate	Class	Amount
8	26JN/XL	Black Cotton and Rubber Vest Black - Extra Large	35.00	WHOLESALE	280.00
12	26JN/XXL	Black Cotton and Rubber Vest Black - 2 Extra Large	35.00	WHOLESALE	420.00
12	26JN/XXXL	Black Cotton and Rubber Vest Black - 3 Extra Large	35.00	WHOLESALE	420.00
8	26JN/XXXXL	Black Cotton and Rubber Vest Black - 4 Extra Large	35.00	WHOLESALE	280.00
8	26JN/XXXXXL	Black Cotton and Rubber Vest Black - 5 Extra Large	35.00	WHOLESALE	280.00
10	MEASURING... CO-OP	TAPE MEASURE *** THESE WILL BE SHIP SEPARATELY *** Co-op 5.92%	0.00	WHOLESALE	0.00
		*** PLEASE PACK EACH SIZE ON SEPARATE BOXES BY REQUEST ***		WHOLESALE	-99.46
		**Delivered On: 06/15/2010 11:54 A.M			

Warranty and Return Policy | Please read before trying on this garment. Our items have 30 days of warranty against manufacturer's defects. Exchanges will be made during the first 30 days from your purchase date. To qualify for exchange or return of eligible garments, items must be received with the following conditions applied to exchange: 1-Items must be unworn, with no marks, all tags still attached, shipped back in their original packaging. 2-Items must be free of scents and marks, we kindly suggest that you do not have on perfume or deodorant when trying on garments. 3-For obvious health reasons we ask that you wear panties when trying on garments that contain a crotch. Any garment returned used or soiled will not be eligible for return and will be shipped back to you. 4-You must contact us by phone or email to receive a RMA (Return Merchandise Authorization) before shipping the item back to us. The shipping for returned items must be paid by the consumer.

A 15% restocking fee will be charged to some returns or exchanges.

We reserve the right to immediately change payment terms to "UPON RECEIPT" and hold all shipments for overdue accounts.

Subtotal	\$1,580.54
Sales Tax (0.0%)	\$0.00
Total	\$1,580.54
Payments/Credits	\$0.00
Balance Due	\$1,580.54



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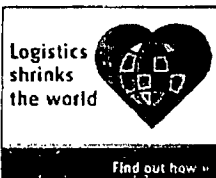
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Your package has been delivered. To view Proof of Delivery, please select the link.

Tracking Number: 1234AF480375396950 Save

Status: Delivered Proof of Delivery

Delivered On: 08/15/2010 11:54 A.M.

Signed By: CRUZ

Location: DOCK
Delivered To: URBAN BRANDS
100 METRO WAY
SECAUCUS, NJ, US 07094

Shipped/Billed On: 08/10/2010
Reference Number(s): INV# 34211/ SQUEEM SHAPEWEAR, WHOLESALE

Type: Package
Service: GROUND
Weight: 14.00 Lbs
Multiple Packages: 5

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Feedback

SQUEEM

6753 Kingspointe Pkwy #110
Orlando, FL 32819

Invoice

Date	Invoice #
7/27/2010	35718

Bill To
UrbanBrands, INC 100 Metro Way Secaucus, NJ 07094-1914

Ship To
URBANBRANDS Warehouse - Ashley Stewart 100 Metro Way Secaucus, NJ 07094-1914

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Channel
15613	Net 45	9/10/2010	DJ	7/22/2010	UPS	National

Qty	Item	Description	Rate	Class	Amount
48	26JN/M	Black Cotton and Rubber Vest Black - Medium	35.00	WHOLESALE	1,680.00
90	26JN/L	Black Cotton and Rubber Vest Black - Large	35.00	WHOLESALE	3,150.00
90	26JN/XL	Black Cotton and Rubber Vest Black - Extra Large	35.00	WHOLESALE	3,150.00
60	26JN/XXL	Black Cotton and Rubber Vest Black - 2 Extra Large	35.00	WHOLESALE	2,100.00
48	26JN/XXXL	Black Cotton and Rubber Vest Black - 3 Extra Large	35.00	WHOLESALE	1,680.00
	CO-OP	Co-op 5.952%		WHOLESALE	-696.19
<p>**PLEASE PLACE EACH SIZE ON SEPARATE BOXES WITH BARCODES ON TOP OF EACH BOX (INSIDE)</p> <p>**DELIVERED ON 07/27/2010</p>					

<p>Warranty and Return Policy Please read before trying on this garment. Our items have 30 days of warranty against manufacturer's defects. Exchanges will be made during the first 30 days from your purchase date. To qualify for exchange or return of eligible garments, items must be received with the following conditions applied to exchange:</p> <p>1-Items must be unworn, with no marks, all tags still attached, shipped back in their original packaging. 2-Items must be free of scents and marks, we kindly suggest that you do not have on perfume or deodorant when trying on garments.</p> <p>3-For obvious health reasons we ask that you wear panties when trying on garments that contain a crotch. Any garment returned used or soiled will not be eligible for return and will be shipped back to you. 4-You must contact us by phone or email to receive a RMA (Return Merchandise Authorization) before shipping the item back to us. The shipping for returned items must be paid by the consumer.</p> <p>A 15% restocking fee will be charged to some returns or exchanges.</p> <p>We reserve the right to immediately change payment terms to "UPON RECEIPT" and hold all shipments for overdue accounts.</p>	Subtotal	\$11,063.81
	Sales Tax (0.0%)	\$0.00
	Total	\$11,063.81
	Payments/Credits	\$0.00
	Balance Due	\$11,063.81



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Your package has been delivered. To view Proof of Delivery, please select the link.

Tracking Number: 1Z34AF480375720321 Save
 Status: Delivered Proof of Delivery
 Delivered On: 07/27/2010 11:18 A.M.
 Signed By: OSCAR

OS CAR CAR

Location: DOCK
 Delivered To: ASHLEY STEWART
 100 METRO WAY
 SECAUCUS, NJ, US 07094
 Shipped/Billed On: 07/22/2010
 Reference Number(s): INV# 35718/ UR BAN BRANDS, WHOLESALE
 Type: Package
 Service: GROUND
 Weight: 22.00 Lbs
 Multiple Packages: 13

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SOURCEM

6753 Kingspointe Pkwy #110
Orlando, FL 32819

Invoice

Date	Invoice #
8/17/2010	36388

Bill To
UrbanBrands, INC 100 Metro Way Secaucus, NJ 07094-1914

Ship To
URBANBRANDS, INC Warehouse - Ashley Stewart 100 Metro Way Secaucus, NJ 07094-1914

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Channel
10683	Net 45	10/1/2010	DJ	8/17/2010	UPS	National

Qty	Item	Description	Rate	Class	Amount
330	26JN/M	Black Cotton and Rubber Vest Black - Medium	37.95	WHOLESALE	12,523.50
480	26JN/L	Black Cotton and Rubber Vest Black - Large	37.95	WHOLESALE	18,216.00
480	26JN/XL	Black Cotton and Rubber Vest Black - Extra Large	37.95	WHOLESALE	18,216.00
300	26JN/XXL	Black Cotton and Rubber Vest Black - 2 Extra Large	37.95	WHOLESALE	11,385.00
180	26JN/XXXL	Black Cotton and Rubber Vest Black - 3 Extra Large	37.95	WHOLESALE	6,831.00
60	26JN/XXXXL	Black Cotton and Rubber Vest Black - 4 Extra Large	37.95	WHOLESALE	2,277.00
	CO-OP	Co-op 5.92%		WHOLESALE	-4,111.35
**Delivered On: 08/17/2010 11:48 A.M					

Warranty and Return Policy | Please read before trying on this garment. Our items have 30 days of warranty against manufacturer's defects. Exchanges will be made during the first 30 days from your purchase date. To qualify for exchange or return of eligible garments, Items must be received with the following conditions applied to exchange: 1-Items must be unworn, with no marks, all tags still attached, shipped back in their original packaging. 2-Items must be free of scents and marks, we kindly suggest that you do not have on perfume or deodorant when trying on garments. 3-For obvious health reasons we ask that you wear panties when trying on garments that contain a crotch. Any garment returned used or soiled will not be eligible for return and will be shipped back to you. 4-You must contact us by phone or email to receive a RMA (Return Merchandise Authorization) before shipping the item back to us. The shipping for returned items must be paid by the consumer.

A 15% restocking fee will be charged to some returns or exchanges.

We reserve the right to immediately change payment terms to "UPON RECEIPT" and hold all shipments for overdue accounts.

Subtotal \$65,337.15

Sales Tax (0.0%) \$0.00

Total \$65,337.15

Payments/Credits \$0.00

Balance Due \$65,337.15



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 Signed By: CRUZ

OSL...

Location: DOCK
 Delivered To: ASHLEY STEWART
 100 METRO WAY
 SECAUCUS, NJ, US 07094
 Shipped/Billed On: 08/11/2010
 Reference Number(s): INV# 36388/SQ UEEM SHAPEWEAR,
 WHOLESALE
 Type: Package
 Service: GROUND
 Weight: 29.00 Lbs
 Multiple Packages: 78

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SQUEAM

6753 Kingspointe Pkwy #110
Orlando, FL 32819

Invoice

Date	Invoice #
8/17/2010	36424

Bill To
UrbanBrands, INC 100 Metro Way Secaucus, NJ 07094-1914

Ship To
URBANBRANDS, INC Warehouse - Ashley Stewart 100 Metro Way Secaucus, NJ 07094-1914

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Channel
16084	Net 45	10/1/2010	DJ	8/17/2010	UPS	National

Qty	Item	Description	Rate	Class	Amount
18	26JN/L	Black Cotton and Rubber Vest Black - Large	37.95	WHOLESALE	683.10
10	26JN/M	Black Cotton and Rubber Vest Black - Medium	37.95	WHOLESALE	379.50
18	26JN/XL	Black Cotton and Rubber Vest Black - Extra Large	37.95	WHOLESALE	683.10
10	26JN/XXL	Black Cotton and Rubber Vest Black - 2 Extra Large	37.95	WHOLESALE	379.50
10	26JN/XXXL	Black Cotton and Rubber Vest Black - 3 Extra Large	37.95	WHOLESALE	379.50
6	26JN/XXXXL	Black Cotton and Rubber Vest Black - 4 Extra Large	37.95	WHOLESALE	227.70
6	26JN/XXXXXL	Black Cotton and Rubber Vest Black - 5 Extra Large	37.95	WHOLESALE	227.70
	CO-OP	Co-op 5.92%	-175.24	WHOLESALE	-175.24
**Delivered On: 08/17/2010 11:48 A.M.					

Warranty and Return Policy | Please read before trying on this garment. Our items have 30 days of warranty against manufacturer's defects. Exchanges will be made during the first 30 days from your purchase date. To qualify for exchange or return of eligible garments, Items must be received with the following conditions applied to exchange: 1-Items must be unworn, with no marks, all tags still attached, shipped back in their original packaging. 2-Items must be free of scents and marks, we kindly suggest that you do not have on perfume or deodorant when trying on garments. 3-For obvious health reasons we ask that you wear panties when trying on garments that contain a crotch. Any garment returned used or soiled will not be eligible for return and will be shipped back to you. 4-You must contact us by phone or email to receive a RMA (Return Merchandise Authorization) before shipping the item back to us. The shipping for returned items must be paid by the consumer.

A 15% restocking fee will be charged to some returns or exchanges.

We reserve the right to immediately change payment terms to "UPON RECEIPT" and hold all shipments for overdue accounts.

Subtotal	\$2,784.86
Sales Tax (0.0%)	\$0.00
Total	\$2,784.86
Payments/Credits	\$0.00
Balance Due	\$2,784.86



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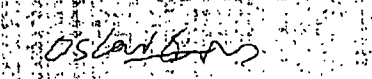
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Status: [Delivered](#) [Proof of Delivery](#)

Delivered On: 08/17/2010 11:48 A.M.

Signed By: CRUZ



Location: DOCK
Delivered To: ASHLEY STEWART
100 METRO WAY
SECAUCUS, NJ, US 07094

Shipped/Billed On: 08/10/2010
Reference Number(s): INV# 36424/SQUEEM SHAPEWEAR,
WHOLESALE

Type: Package
Service: GROUND
Weight: 18.00 Lbs
Multiple Packages: 7

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6753 Kingspointe Pkwy #110
Orlando, FL 32819

Invoice

Date	Invoice #
9/1/2010	36688

Bill To
UrbanBrands, INC 100 Metro Way Secaucus, NJ 07094-1914

Ship To
URBANBRANDS, INC Warehouse - Ashley Stewart 100 Metro Way Secaucus, NJ 07094-1914

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Channel
61380	Net 45	10/16/2010	DJ	8/27/2010	UPS	National

Qty	Item	Description	Rate	Class	Amount
120	26JN/M	Black Cotton and Rubber Vest Black - Medium	37.95	WHOLESALE	4,554.00
240	26JN/L	Black Cotton and Rubber Vest Black - Large	37.95	WHOLESALE	9,108.00
300	26JN/XL	Black Cotton and Rubber Vest Black - Extra Large	37.95	WHOLESALE	11,385.00
300	26JN/XXL	Black Cotton and Rubber Vest Black - 2 Extra Large	37.95	WHOLESALE	11,385.00
180	26JN/XXXL	Black Cotton and Rubber Vest Black - 3 Extra Large	37.95	WHOLESALE	6,831.00
60	26JN/XXXXL	Black Cotton and Rubber Vest Black - 4 Extra Large	37.95	WHOLESALE	2,277.00
	CO-OP	Co-op 5.92%		WHOLESALE	-2,695.97
**Delivered On: 09/01/2010 10:07 A.M.					

Warranty and Return Policy | Please read before trying on this garment. Our items have 30 days of warranty against manufacturer's defects. Exchanges will be made during the first 30 days from your purchase date. To qualify for exchange or return of eligible garments, items must be received with the following conditions applied to exchange: 1-Items must be unworn, with no marks, all tags still attached, shipped back in their original packaging. 2-Items must be free of scents and marks, we kindly suggest that you do not have on perfume or deodorant when trying on garments. 3-For obvious health reasons we ask that you wear panties when trying on garments that contain a crotch. Any garment returned used or soiled will not be eligible for return and will be shipped back to you. 4-You must contact us by phone or email to receive a RMA (Return Merchandise Authorization) before shipping the item back to us. The shipping for returned items must be paid by the consumer.

A 15% restocking fee will be charged to some returns or exchanges.
We reserve the right to immediately change payment terms to "UPON RECEIPT" and hold all shipments for overdue accounts.

Subtotal	\$42,844.03
Sales Tax (0.0%)	\$0.00
Total	\$42,844.03
Payments/Credits	\$0.00
Balance Due	\$42,844.03



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Status: Delivered Proof of Delivery

Delivered On: 09/01/2010 10:07 A.M.

Signed By: OSCAR

Location: DOCK
Delivered To: URBAN BRANDS
100 METRO WAY
SECAUCUS, NJ, US 07094

Shipped/Billed On: 08/27/2010
Reference Number(s): INV# 36688/SQUEEM SHAPEWEAR,
WHOLESALE

Type: Package
Service: GROUND
Weight: 22.00 Lbs
Multiple Packages: 52

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Feedback

SQUEAM

6753 Kingspointe Pkwy #110
Orlando, FL 32819

Invoice

Date	Invoice #
9/1/2010	36689

Bill To
UrbanBrands, INC 100 Metro Way Secaucus, NJ 07094-1914

Ship To
URBANBRANDS, INC STORE 130 Prince Gorges Plaza 3500 East West Hwy Hyattsville, MD 20782

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Channel
16381	Net 45	10/16/2010	DJ	8/27/2010	UPS	National

Qty	Item	Description	Rate	Class	Amount
6	26JN/S	Black Cotton and Rubber Vest Black - Small	37.95	WHOLESALE	227.70
12	26JN/M	Black Cotton and Rubber Vest Black - Medium	37.95	WHOLESALE	455.40
18	26JN/L	Black Cotton and Rubber Vest Black - Large	37.95	WHOLESALE	683.10
36	26JN/XL	Black Cotton and Rubber Vest Black - Extra Large	37.95	WHOLESALE	1,366.20
24	26JN/XXL	Black Cotton and Rubber Vest Black - 2 Extra Large	37.95	WHOLESALE	910.80
12	26JN/XXXL	Black Cotton and Rubber Vest Black - 3 Extra Large	37.95	WHOLESALE	455.40
6	26JN/XXXXL	Black Cotton and Rubber Vest Black - 4 Extra Large	37.95	WHOLESALE	227.70
	CO-OP	Co-op 5.92%		WHOLESALE	-256.12
**Delivered On: 09/01/2010 2:39 P.M.					

<p>Warranty and Return Policy Please read before trying on this garment. Our items have 30 days of warranty against manufacturer's defects. Exchanges will be made during the first 30 days from your purchase date. To qualify for exchange or return of eligible garments, items must be received with the following conditions applied to exchange: 1-Items must be unworn, with no marks, all tags still attached, shipped back in their original packaging. 2-Items must be free of scents and marks, we kindly suggest that you do not have on perfume or deodorant when trying on garments. 3-For obvious health reasons we ask that you wear panties when trying on garments that contain a crotch. Any garment returned used or soiled will not be eligible for return and will be shipped back to you. 4-You must contact us by phone or email to receive a RMA (Return Merchandise Authorization) before shipping the item back to us. The shipping for returned items must be paid by the consumer.</p> <p>A 15% restocking fee will be charged to some returns or exchanges.</p> <p>We reserve the right to immediately change payment terms to "UPON RECEIPT" and hold all shipments for overdue accounts.</p>	Subtotal	\$4,070.18
	Sales Tax (0.0%)	\$0.00
	Total	\$4,070.18
	Payments/Credits	\$0.00
	Balance Due	\$4,070.18

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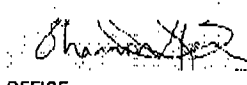
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Tracking Number: 1Z34AF480377538258 [Save](#)
 Status: **Delivered** [Proof of Delivery](#)
 Delivered On: 09/01/2010 2:39 P.M.
 Signed By: SHANNON



Location: OFFICE
 Delivered To: URBAN BOOK STORE
 3500 E WEST HWY
 3500
 HYATTSVILLE, MD, US 20782

Shipped/Billed On: 08/27/2010
 Reference Number(s): PO# 18381/ NV# 36888/SQUEEM SH,
 WHOI.F.SALE

Type: Package
 Service: GROUND
 Weight: 8.00 Lbs
 Multiple Packages: 8

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

Dear Sir/Madam:

Please find enclosed an amended proof of claim for Pioneer Credit Opportunities Fund, LP as Assignee and Attorney-in-Fact for Squeem Corporation. This claim amends Claim 44 filed by Squeem Corporation.

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

Thank you for your assistance with this matter.

Sincerely,



Adam D. Stein-Sapir
Managing Member
646-237-6969
ADAM@PFLLC.COM