


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: 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): ALLIANCE DIRECT CORP		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____
Name and address where notices should be sent: 25641048025584 HELFAND & HELFAND (RE: ALLIANCE DIRECT CORP) MICHAEL C D'ARIES ESQ 350 FIFTH AVENUE SUITE 2826 NEW YORK, NY 10118 Tel: (212) 599-3303		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
RECEIVED JAN 03 2011 Telephone No. BMC GROUP		
1. Amount of Claim as of Date Case Filed: <u>\$ 168,514.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges		5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: <u>Goods shipped - see addendum</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commission (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a) _____. Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: <u>Debtor's Schedules state an incorrect amount for Alliance Direct's claim</u> (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for Perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): <u>\$ 78,676.00</u> (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:		FOR COURT USE ONLY Urban Brands  00416
Date:	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.	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**ADDENDUM TO PROOF OF CLAIM OF ALLIANCE DIRECT
CORPORATION**

The Claim of Alliance Direct Corporation (“Alliance”) is described as follows:

1. On August 11, 2010, \$89,838.00 worth of goods were shipped to Debtor.
2. On September 15, 2010, \$78,676.00 worth of goods were shipped to Debtor.

The total amount shipped on September 15, 2010 (\$78,676.00) qualifies as an administrative expense under Section 503(b)(9) of the Bankruptcy Code. Attached is a copy of the Notice of Reclamation Demand, as well as the Reclamation Demand, with supporting documents

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
URBAN BRANDS, INC., <i>et al</i>	:	Case No. 10-13005 (KJC)
	:	(Jointly Administered)
Debtor	:	

NOTICE OF RECLAMATION DEMAND AND CLAIM

Alliance Direct Corporation (“Alliance”), creditor in the above-captioned bankruptcy, pursuant to 11 U.S.C. § 546(c), hereby gives notice that on October 8, 2010, it made a demand for reclamation upon the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) and gave notice of said reclamation claim to the Debtor (the “Reclamation Demand”). A true and correct copy of the Reclamation Demand is annexed hereto as Exhibit A.

Dated: October 8, 2010

FERRY, JOSEPH & PEARCE, P.A.

/s/ Jason C. Powell
Jason C. Powell, Esquire (No. 3768)
824 Market Street, Suite 1000
P.O. Box 1351
Wilmington, Delaware 19899
Telephone: (302) 575-1555
Facsimile: (302) 575-1714

- and -

HELFAND & HELFAND
Michael C. D’Aries, Esq.
350 Fifth Avenue, Suite 2826
New York NY 10118
Telephone: (212) 599-3303
Fax: (212) 599-3029

Attorneys for Alliance Direct Corporation

HELFAND & HELFAND
ATTORNEYS AT LAW

EMPIRE STATE BUILDING
350 FIFTH AVENUE, SUITE 2826, NEW YORK, NY 10118
Tel: 212-599-3303 Fax: 212-599-3029
150 JFK PARKWAY, SUITE 100 SHORT HILLS, NEW JERSEY 07078
Tel: 973-847-5911 Fax: 973-847-5993
Email: helpandlaw@helpandlaw.com Website: www.helpandlaw.com

October 7, 2010

VIA OVERNIGHT DELIVERY
Kristen Gaskins
General Merchandise Manager
Ashley Stewart
100 Metro Way
Secaucus NJ 07094

VIA FAX AND ELECTRONIC MAIL
Chun I Jang, Esq.
Richards, Layton & Finger, P.A.
920 King Street
Wilmington DE 19899
jang@rlf.com

VIA OVERNIGHT DELIVERY
Juanita Lashley
100 Metro Way
Secaucus NJ 07094

VIA FAX AND ELECTRONIC MAIL
Cathy R. Hershcopf, Esq.
Cooley Godward Kronish LLP
1114 Avenue of the Americas
New York NY 10036
chershcopf@cooley.com

**RE: Demand for Reclamation of Alliance Direct Corporation
In re Urban Brands Inc. et al, Case No. 10-13005(KJC)(Jointly
Administered)**

To Whom It May Concern:

We are counsel for Alliance Direct Corporation ("Alliance"). We have been advised that Urban Brands Inc., together with its affiliates and subsidiaries (collectively, the "Debtors") filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code on September 21, 2010.

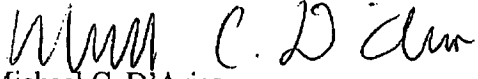
Alliance hereby makes a demand for reclamation pursuant to 11 U.S.C. § 546(c) and applicable state law upon the Debtors for all goods sold by Alliance and delivered to the Debtors during the period from August 6, 2010 through September 21, 2010 (the "Alliance Goods"). The Alliance Goods being reclaimed are set forth on the schedule of invoices attached hereto as Exhibit A.

Alliance demands that the Alliance Goods not be sold, dissipated or commingled with any other goods, and that the Alliance Goods be segregated and made available to Alliance immediately. Further, Alliance demands that the Debtors provide Alliance with an inventory of the Alliance Goods in the Debtors' possession.

Nothing herein shall be construed as an admission that any of the goods Alliance delivered to the Debtors between the dates of August 6, 2010 and September 21, 2010 are not consigned goods and Alliance reserves all rights with respect thereto. Alliance further reserves its right, to the extent applicable, to assert an administrative expense claim pursuant to 11 U.S.C. §503(b)(9) with respect to the Alliance Goods.

Please confirm promptly that the Debtors will honor this demand, and advise the undersigned when and where Alliance may arrange for the immediate return of the Alliance Goods.

Very truly yours,


Michael C. D'Aries

CC: John Lee

EXHIBIT A

ALLIANCE DIRECT CORP.

Invoice No.

1

230 West 39th St , New York, N.Y. 10018

Tel: 917-337-3095 Fax: Will Advise

INVOICE

Customer

Name Urban Brands
 Address 100 Metro Way
 City Secaucus State NJ ZIP 07094
 Phone 201-319-9093

Misc

Date 8/11/10
 Order No.
 Rep
 FOB

Qty	Description	Unit Price	TOTAL
2654	P.O 14848 Style # 2147-01 111 Ctns	\$ 11.50	\$ 30,521.00
4928	P.O 14849 Style # 2147-01 206 Ctns	\$ 11.50	\$ 56,649.00
208	P.O 14850 Style # 2147-01 8 Ctns	\$ 11.50	\$ 2,392.00
24	Floorsets Style # 2147-01	\$ 11.50	\$ 276.00

SubTotal	\$ 89,838.00
Shipping	
TOTAL	\$ 89,838.00

Payment

Check

Buyer Juanita Lashley
 Name _____
 CC # _____
 Expires _____

Tax Rate(s)

Office Use Only

Terms 10 EOM + 30

Original - Not Negotiable

STRAIGHT BILL OF LADING

SHORT FORM

Carrier's Pro No. _____
 Shipper's Bill of Lading No. _____
 Consignee's Reference/PO No. _____
 Carrier's Code (SCAC) _____

(Name of Carrier)

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request;
 at 8/11/2010 From Alliame Direct

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Ashley Stewart (Mail or street address of consignee - For purposes of notification only.)
 Delivery Address ★

Destination 100 Metro Way State _____ Zip _____ County _____
 ★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.

Route Secaucus NJ 07094

Delivering Carrier _____ Car or Vehicle Initials _____ No. _____

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight	Class	Rate	Check Column	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
<u>111 ch</u>	<u>PO #14848</u>					Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. (Signature of Consignor) _____ Freight charges are PREPAID unless marked collect. <input type="checkbox"/> CHECK BOX IF COLLECT <input type="checkbox"/> Date: <u>8-10-10</u> ctns: <u>325</u> Received By: <u>Hugo Adair</u> Time: <u>11:45</u> Comments: <u>325</u> Charges Advanced: \$ _____ Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.
<u>206 ch</u>	<u>PO #14849</u>					
<u>8 ch</u>	<u>PO #14850</u>					
<u>325 ch</u>						

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by this shipper to be not exceeding _____ per _____
 Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).
 † The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

Shipper, Per _____ Agent, Per _____

Permanent post-office address of shipper _____

REDIFORM

Carbonless Speediset® Forms
 Rediform, Inc. Made in Canada

44-301•Triplicate
 44-302•Quadruplicate

1

(Name of Carrier) CM Express

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request.
 at 7/30/10 20 From Alliance Direct Corp

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Ashley Stewart

Destination 100 Metro Way State NJ Zip 07094 County _____ (Mail or street address of consignee - For purposes of notification only.)
 Delivery Address Star

Route PO# 14848 *to be filled in only when shipper desires and governing tariffs provide for delivery thereof.

Delivering Carrier "Floorsets" URBAN BRANDS
 Car or Vehicle Initials _____ No. _____

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Check Column	Subject to Section 7 of Conditions of applicable bill of lading if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
	2147- WHITE - 8PCS	10	Class	7094	(Signature of Consignor) (freight charges etc PREPAID unless marked collect. CHECK BOX IF COLLECT <input type="checkbox"/> Received By: <u>Hugo Adams</u> Date: <u>7-29-10</u> Ctns: <u>24</u> Time: <u>9:30</u> Comments: <u>1 BOX</u> Agent or Cashier Per _____ (The signature here acknowledges only the amount prepaid.) Charges Advanced: \$ _____ Shipper's imprint in lieu of stamp; not a part of Bill of Lading approved by the Interstate Commerce Commission.
	2147-GARDEN GREEN - 8PCS				
	2147 - SHY Peacock - 8PCS				
	<u>Total - 24PCS</u>				

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight.
 NOTE: - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per
 Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).
 †The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

Shipper, Per _____ Agent, Per _____

PASSPORT LOGISTICS
2100 91ST STREET
NORTH BERGEN NJ 07047
TEL: 201-869-1000
FAX: 201-869-1134

INVOICE / PICK-UP RECEIPT
=====

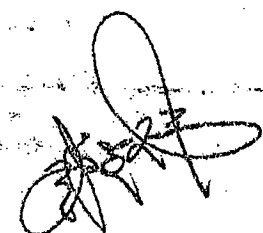
TRUCKER : CW EXPRESS
PICKUP DATE: 11-AUG-2010 11:41 AM
HOUSE B/L : 116175
VESSEL : NYK ROMULUS 02E27
CONTAINER : TRLU7534303
MASTER B/L : NYKS2359317460
AVAILABLE : 06-AUG-2010
STRIPPED : 06-AUG-2010
LAST FREE DAY : 13-AUG-2010
PALLET EXCHANGE: 6
WHSE LOC: 05,7-6PLTS

1-55
2-50
3-55
4-55
5-55
6-55

INVOICE : R62235
INV DATE: 11-AUG-2010
JOB NO : 39432 - 3
CUST ID : SWAT
CUST REF:
PIECES : 325 CTN / 0 PLT
WEIGHT : 5,732 LBS
CUBE : 10.360 CBM
DESC :
MARKS : STYLE# SIZE QTY COLO

325

7788P



Trucker's Signature: X _____

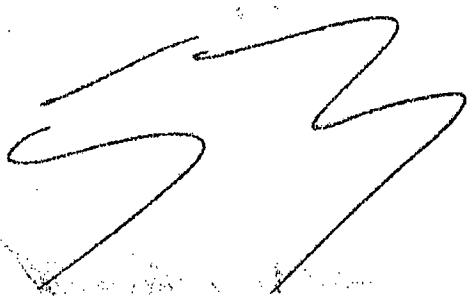
PASSPORT CFS: X _____

MR

PASSPORT is an "OFF DOCK" pier. We are NOT responsible for inland trucking charges regardless if prepaid, collect, or third party.

Passport's liability, including negligence, is limited to the sum of \$50.00 per shipment. Claims must be filed in writing within thirty (30) days of shipping/receiving from Passport CFS Logistics.

"Please visit our website at www.passportcfs.com for availability, charges and directions."



A.B.N Corp.



FROM
Alliance Direct Inc

TO
ASHLEY STEWART LTD
100 METRO WAY
SECAUCUS NJ 07094

Purchase Order
PO#14848
PO#14849
PO#14850

Pick up date
8/11/10

Preticketed
Y

P/L Page
1 of 1

Size Scale & Ratio

Cartons		TOTAL CARTON	Style	Color	Size Scale & Ratio								UNIT / BUNDLE	Units / carton	Total Units
From	To				12	14	16	18	20	22	24	26			
PO#14848															
1	41	41	2147-01	White	123	246	123	123	123	123	123	8	24	984	
42	42	1	2147-01	White	3	9	3	3	3	3	3		27	27	
43	43	1	2147-01	White		4	1	8	3	5	8		29	29	
44	76	33	2147-01	Green	99	198	99	99	99	99	99	8	24	792	
77	77	1	2147-01	Green	5	2	2	4	0	2	2		17	17	
78	110	33	2147-01	Peacock	99	198	99	99	99	99	99	8	24	792	
111	111	1	2147-01	Peacock	6	2		5						13	
PO#14849															
1	78	78	2147-01	White		234	468	468	234	234	234	8	24	1,872	
79	80	2	2147-01	White		6	20	12	6	6	6		28	56	
81	152	72	2147-01	Green		216	432	432	216	216	216	8	24	1,728	
153	153	1	2147-01	Green		7	3	5	1	5	4		25	25	
154	203	50	2147-01	Peacock		150	300	300	150	150	150	8	24	1,200	
204	205	2	2147-01	Peacock		4	8	8	4	4	4	8	16	32	
206	206	1	2147-01	Peacock		2	2	3	6				13	13	
PO#14850															
1	1	1	2147-01	White			8	16		8				32	
2	2	1	2147-01	White					16		8	8		32	
3	3	1	2147-01	Green			5	10		5				20	
4	4	1	2147-01	Green					10		5	5		20	
5	5	1	2147-01	Peacock			13			13				26	
6	6	1	2147-01	Peacock				26						26	
7	7	1	2147-01	Peacock					26					26	
8	8	1	2147-01	Peacock							13	13		26	
													7,788		

→ 2654

→ 4950

→ 208

325 CARTONS

		PO#	Style	Color	12	14	16	18	20	22	24	26		
43	ctn	14848	2147-01	White	126	259	127	134	129	131	134			1,040
34	ctn	14848	2147-01	Green	104	200	101	103	99	101	101			809
34	ctn	14848	2147-01	Peacock	105	200	99	104	99	99	99			805
80	ctn	14849	2147-01	White		240	488	612	204	204	204			1,952
73	ctn	14849	2147-01	Green		223	435	437	217	221	220			1,753
53	ctn	14849	2147-01	Peacock		156	310	311	160	154	154			1,245
2	ctn	14850	2147-01	White		8	16	16	8	8	8			64
2	ctn	14850	2147-01	Green		5	10	10	5	5	5			40
4	ctn	14850	2147-01	Peacock		13	26	26	13	13	13			104

Total Carton	
PO#14848	111 ctn
PO#14849	206 ctn
PO#14850	8 ctn

LONG JOHN GROUP LIMITED

UNITS NOS. 1, 2 & 4, 15/F, WAYSON COMMERCIAL BUILDING, 28 CONNAUGHT ROAD WEST, HONG KONG.

TELEPHONE (852) 2378 1021 FAX (852) 2378 2412

COMMERCIAL INVOICE

To Messrs : ALLIANCE DIRECT CORP.

Invoice No. : L1007-1001

Date : 12 JULY 2010

Shipped Per : NYK ROMULUS V.02E27

On/About : 12 JULY 2010

From : SHANGHAI, CHINA

To : NEW YORK, U.S.A.

Confirmation No. : _____

Terms : _____

Address : 1410 BROADWAY, RM 508

NY, NY 10018

U.S.A.

Marks & Nos.	Description	Quantity	Unit Price	Total
STYLE# SIZE: QTY: COLOR: ASHLEY PO# CTN - OF - GROSS WT: NET WT: MEAS:	LADIES' 97% COTTON 3% SPANDEX POPLIN WOVEN SHIRTS P.O.NO. 8173 STYLE NO. 2147-01 ASHLEY P.O.NO. 14849, 14848 317 CTNS	<u>PIECES</u>	<u>USD/PC</u>	<u>US DOLLAR</u>
	E-COMMERCE PORTION / ASHLEY P.O.NO. 14850 8 CTNS	7,580	\$5.04	\$38,203.20
		208	\$5.04	\$1,048.32
		<u>7,788</u>		<u>\$39,251.52</u>
E-COMMERCE STYLE# SIZE: QTY: COLOR: ASHLEY PO# CTN - OF - GROSS WT: NET WT: MEAS:	PLUS INSPECTION AND HANDLING CHARGES PLUS FLOOR SET SAMPLES SENT BY UPS (24 PCS)			\$16,822.08 \$172.80 <u>\$56,246.40</u>
	TOTAL: 7,788 PIECES (649 DOZENS)			
	TOTAL: 325 CARTONS			
	SAYS U.S.DOLLARS FIFTY SIX THOUSAND TWO HUNDRED FORTY SIX AND CENTS FORTY ONLY			
	MANUFACTURER'S NAME AND ADDRESS - HANGZHOU CHENLU COSTUME CO.LTD. TANGLICHEN VILLAGE, XINTANG STREET XIAOSHAN DISTRICT, HANGZHOU, CHINA.			

For and on behalf of
LONG JOHN GROUP LIMITED
[Signature]
Authorized Signature

08101001 / HANK@HJALOGISTICS.COM

Invoice No. 2

ALLIANCE DIRECT CORP.

230 West 39th St 14th Floor, New York, N.Y. 10018 Tel: 917-337-3095 Fax: 212-840-0372

INVOICE

Customer

Name Urban Brands
 Address 100 Metro Way
 City Secaucus State NJ ZIP 07094
 Phone 201-319-9093

Misc

Date 9/15/10
 Order No.
 Rep
 FOB

Qty	Description	Unit Price	TOTAL
5905	P.O 15511 Style # 2150-01 197 Ctns	\$ 13.00	\$ 76,765.00
120	P.O 15600 Style # 2150-01 5 Ctns	\$ 13.00	\$ 1,560.00
27	P.O 15511 Style # 2150-01 FLOORSETS	\$ 13.00	\$ 351.00

SubTotal	\$ 78,676.00
Shipping	
TOTAL	\$ 78,676.00

Payment Check

Buyer Juanita Lashley
 Name _____
 CC # _____
 Expires _____

Tax Rate(s)

Office Use Only

Terms 10 EOM + 30

THIS SHIPPING ORDER must be legibly filled in, in ink, in indelible pencil, or in Carbon, and retained by the Agent.

Shipper's No. _____

Carrier's Name: House Truck

Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at _____ (Date) 9/7/10 FROM Alliance Direct

the property described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, said as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2), in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned TO Ashley Stewart (Mail or street address for purpose of notification only.)
 On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Destination _____ Street _____ City _____
 _____ County _____ State _____ Zip _____

Route _____ Delivery Address _____
 (*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier PO# 15511 Car or Vehicle Initials and No. _____

Collect on Delivery \$ _____ And Remit to _____

Street "FLOORSETS" City _____ State _____

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Check Column
		STYLE # 2150-01			
		<u>Total = 27 PCS</u>	<u>9/7/10</u>	<u>in 27 DAS</u>	
				<u>OSCAR</u>	
				<u>9:30</u>	

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

C. O. D. Charges to be Paid by
 Shipper Consignee

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier
 By OSCAR
 The signature here acknowledges only the amount prepaid.
 Charges Advanced _____

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
 NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Shipper, Per _____
 Permanent post-office address of shipper, _____

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

2

URBAN BRANDS

ASHLEY STEWART
 e-commerce

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

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

Vendor: 25030
 ALLIANCE DIRECT CORP
 295 OLIVE ST
 RIVER EDGE, NJ 07651
 United States of America

Order Style: 203 Jamaica Lashley
 Description: 4 FREIGHT PREPAID
 Item: 35 Women shirts P
 Description: SHIRING POINT
 Item: *ALL
 Description: Federal Express
 Item: *ALL
 Description: Contract -
 Item: 10 ERM + 30
 Description: Currency- USD U.S. Dollars
 Item: 10 ERM + 30
 Description: C/U Cde PP 0-30

Still To:
 Corporate Office
 180 Metro Way
 Secaucus, NJ 07094
 United States of America

Entry Date: 7/08/10
 To Be Received After: 9/08/10
 To Be Received Before: 9/08/10

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

PURCHASE ORDER
 ORIGINAL ORDER
 CONFIRMING ORDER

Page 1
 PO#: 15511

Order Style	Style Number	Description	CLF Cde	PP 0-30	12	14	16	18	20	22	24	26	30	32	34	Total Qty
	2150-01	SHIRRED LACE UP SHIRT	Black	1	253	506	506	505	253	253	253	253				2,530
			White	100	318	636	636	636	318	318	318	318				3,180
		Style Pack Totals:			5,710								61.8	%		5,710
																97.62%

Total Ext Cost: 74,230.00
 Total Ext Retail: 195,140.00
 Total PO Qty: 5,710

203A.2

URBAN BRANDS™

ASHLEY STEWART
E-commerce

100 Metro Way
Secaucus, NJ 07094
201-319-9898 - Fax 201-319-9097

Ship To:
URI Ashley Stewart E-Commerce
100 Metro Way
Secaucus, NJ 07094
United States of America

Vendor: 250530
ALLIANCE DIRECT CORP
295 OLYMPIA DRIVE
RIVER EDGE, NJ 07661
United States of America

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

Entry Date- 7/12/10
To Be Received After- 9/06/10
To Be Received Before- 9/08/10

Notes - PT ASHLEY'S SHIP FLAT HORNOR SINGLE SIZE SOLID CLR

URBAN BRANDS
Buyer - 203 Juanita Lashley
Dept - 35 Women shirts P
Sub Dpt - *ALL
Class - *ALL
Terms - 10 EOM + 30
Vendor Style - 10 EOM + 30
Description -
Currency- USD U.S. Dollars
CLR Cde PP Ord#

Vendor Style	Style Number	Description	CLR	Cde	PP	Ord#	Total Qty								
2150-01	SRIERED LACE UP SHIRT	Black 1	12	14	16	18	20	22	24	26	28	30	32	34	40
		White 100	8	16	16	16	8	8	8	8					80
		Costs:	13.00												
		97ZETK 3XSPKX													
		Style Pack Totals:	120												120

otal packs on PO: 4.00 Total Ext Cost: 1,560.00 Tot Ext Retail: 4,080.00 IPU: 61.8 % Total PO Qty: 120

Rev 822 del. 6/11/10

2213

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

PURCHASE ORDER
 ORIGINAL ORDER
 CONFIRMING ORDER

HELFAND & HELFAND
ATTORNEYS AT LAW

EMPIRE STATE BUILDING

350 FIFTH AVENUE, SUITE 2826, NEW YORK, NY 10118

Tel: 212-599-3303 Fax: 212-599-3029

150 JFK PARKWAY, SUITE 100 SHORT HILLS, NEW JERSEY 07078

Tel: 973-847-5911 Fax: 973-847-5993

Email: helpandlaw@helpandlaw.com Website: www.helpandlaw.com

VIA REGULAR U.S. MAIL

December 28, 2010

BMC Group, Inc.

P.O. Box 3020

Chanhassen MN 55317-3020

Attn: Urban Brands Claims Proceeding

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

Dear Sir or Madam:

We are the attorneys for Alliance Direct Corporation, a creditor in the above-captioned case. Enclosed for filing is an original fully-executed Proof of Claim with Addendum and supporting documents. Also enclosed is a copy of the Proof of Claim along with a self-addressed, stamped envelope. Please file the original Proof of Claim and stamp and mail back the enclosed copy of the Proof of Claim.

Very truly yours,


MICHAEL C. D'ARIES, Esq.

Enclosure