
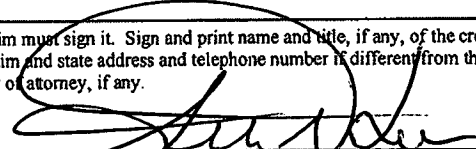



UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: <b>Urban Brands, Inc.</b>		Case Number: <b>10-13005-KJC</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of 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): <b>BEST FAMOUS ASIA LTD</b>		<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:  25641043026681 BEST FAMOUS ASIA LTD RM1610-11 PENINSULA SQ 18 SUNG ON ST HONG KONG, CHINA		
Name and address where payment should be sent (if different from above):  SAME AS ABOVE   Telephone No. (852) 27749102		<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.
1. Amount of Claim as of Date Case Filed: \$ <u>193,981.79</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.  <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 checked="" 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.
2. Basis for Claim: <u>GOODS SOLD</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>6681</u>  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: <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>75,562.50</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:		
Date: <u>04 JAN 2011</u>	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.   <b>MR. ALBERT LEE C.F. (DIRECTOR)</b>	
		FOR COURT USE ONLY Urban Brands  00422

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.

**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****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.

**INFORMATION****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(e), 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.	BMC Group, Inc.
Attn: Urban Brands	Attn: Urban Brands
Claims Processing	Claims Processing
P.O. Box 3020	18750 Lake Drive East
Chanhassen, MN 55317	Chanhassen, MN 55317

# STATEMENT FOR URBAN BRANDS INC

<u>LC NO.</u>	<u>INVOICE NO.</u>	<u>AMOUNT/USD</u>	<u>GOODS RECEIVED DATED ON OR AFTER</u>
#1179029	BFIV-0730	US\$274.00	July 05, 2010
#1179029	BFIV-0731	US\$63,650.00	August 13, 2010
#1179030	BFIV-0732	US\$91,849.30	August 13, 2010
#1179031	BFIV-0733	<u>US\$49,181.50</u>	August 16, 2010
	Sub-total :	US\$204,954.80	
Less	Urban Brands Chargeback		
	on Aug. 25, 2010	(US\$45,111.93)	
	on Sept. 08, 2010	<u>(US\$41,423.58)</u>	
	Sub-total :	US\$118,419.29	
Plus			
#1179032	BFIV-0736	<u>US\$75,562.50</u>	September 15, 2010
Total amount of claim as of Date Case Filed:		<u>US\$193,981.79</u>	

# BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG  
 TEL:(852)27749102 FAX:(852)23303668

## INVOICE

NO. BFIV-0730

Date: 02 Jul 10

INVOICE of LADIES' JACKET, TUBE TOP, SKIRT

For account and risk of Messrs. : URBAN BRANDS, INC.  
100 METRO WAY, SECAUCUS, NJ07094 , U.S.A.

Shipped by BEST FAMOUS ASIA LTD. per BY AIR

Sailing on or about 3-Jul-10 from CHINA VIA H.K TO NEW YORK, U.S.A.

L/C No. 1179029 Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN JACKET					
	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN TUBE TOP					
	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN SKIRT					
	9516A (13129)	AS71		8/12	\$96.00	\$64.00
9517A (13129)	AS43	1	8/12	\$99.00	\$66.00	
9518A (13129)	AS87		1	\$144.00	\$144.00	
			2 4/12		US\$274.00	

TOTAL: ONE (1) CARTON ONLY.

\*\*SAY TOTAL UNITED STATES DOLLARS TWO HUNDRED SEVENTY FOUR ONLY.\*\*\*

cherry choi  
Best Famous Asia Ltd  
Room 1610-11, Peninsula Square,  
18 Sung On Street, HungHom, Kln.  
Hong Kong, 852  
HONG KONG



ActWgt: 15.0 KG  
CAD: 8292465/NET3061

REF:  
DESC-1: GARMENT - LADIES 82%COTTON 17%POLYESTER 1%SPANDEX WOVEN JACK  
DESC-2:  
DESC-3:  
DESC-4:

SHIP TO: (631) 942-4544

BILL RECIPIENT

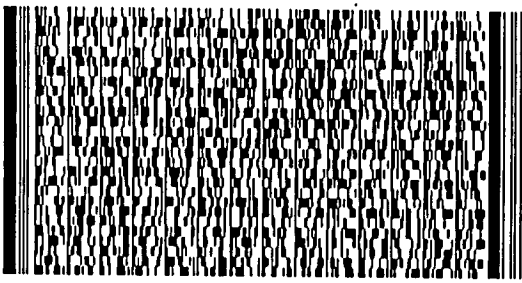
Melfi  
Urban Brands  
100 Metroway  
Secaucus

COUNTRY MFG: CN  
CARRIAGE VALUE: 274.00 USD  
CUSTOMS VALUE: 274.00 USD  
T/C: R 235106078     D/T: R 235106078  
SIGN: cherry choi  
EIN/VAT:  
PKG TYPE: CUSTOMER

Secaucus, NJ 07094  
US

A1  
INTL PRIORITY  
ISR

TRK#                    A1  
0430 7988 1615 1070

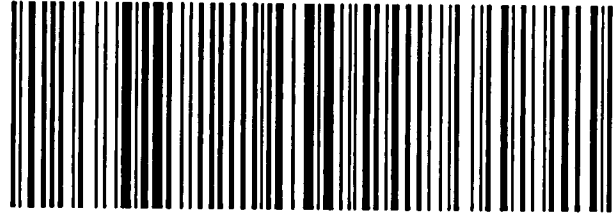


07094

NJ-05

EWR

EC JSLA



SBC1/007/EA24

The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract

CONSIGNEE COPY - PLEASE PLACE IN POUCH

列印此標籤後:

- 1. 使用本頁面的「列印」按鍵，將標籤列印至您的噴墨或雷射印表機。
- 2. 沿水平線折摺印出之紙張。
- 3. 將寄件空運提單正本放入封袋，並將它附在您的託運貨件中，以便讀取掃描條碼部份。

請注意：寄件時請只使用列印出的原始標籤。使用空運提單正本寄件是屬欺詐行爲，本公司將會向您追索額外費用，並取消您的 FedEx 帳號。

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# BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG  
 TEL:(852)27749102 FAX:(852)23303668

## INVOICE

NO. BFIV-0731

Date: 04 Jul 10

INVOICE of LADIES' JACKET, TUBE TOP, SKIRT

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094, U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per TSING MA BRIDGE V.045A

Sailing on or about 5-Jul-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179029

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN JACKET					
	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN TUBE TOP					
	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN SKIRT					
	9516A (13129)	AS71		148 8/12	\$96.00	\$14,272.00
	9517A (13129)	AS43	223	148 8/12	\$99.00	\$14,718.00
	9518A (13129)	AS87		223	\$144.00	\$32,112.00
	9516B (13185)	AS71	3	6 8/12	\$96.00	\$640.00
9517B (13185)	AS43	4	6 8/12	\$99.00	\$660.00	
9518B (13185)	AS87	6	8 8/12	\$144.00	\$1,248.00	
			542 4/12		<b>US\$63,650.00</b>	

TOTAL: TWO HUNDRED THIRTY SIX (236) CARTONS ONLY.

Shipper  
**BEST FAMOUS ASIA LTD.**  
 ROOM 1610-1611, PENINSULA SQUARE,  
 18 SUNG ON STREET, HUNGHOM,  
 KOWLOON, HONG KONG

B/L No.  
**KKLUHA22891600**  
 B/L

17274

Consignee  
**TO ORDER OF URBAN BRANDS**  
 100 METRO WAY  
 SECAUCUS, NJ 07094  
 ATTN: SUSAN EISEMANN



**COMBINED TRANSPORT BILL OF LADING**

Notify party  
**GILBERT INTERNATIONAL INC.**  
 2525 BRUNSWICK AVE. STE. 204  
 LINDEN, NJ 07036  
 ATN: VINCENT KARPELES

RECEIVED from the Shipper in apparent good order and condition unless otherwise indicated herein, Goods or Container(s) or package(s) said to contain the Goods herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading, from the place of receipt or part of loading to the port of discharge or place of delivery shown herein and there to be delivered. If required by Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for Goods or delivery order. None of the terms of this Bill of Lading can be waived by or for Carrier except by express waiver signed by Carrier or its duly authorized agent.

Pre-Carriage by Place of receipt  
**YANTIAN, GD CY**

IN ACCEPTING THIS BILL OF LADING, Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, and the terms and conditions contained in Carrier's applicable tariff, whether written, typed, stamped, or printed, as fully as if signed by Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all representations, agreements or freight engagements for and in connection with Carriage of Goods are superseded by this Bill of Lading. On presentation of one or more original(s) of this Bill of Lading (duly endorsed) to Carrier by or on behalf of Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to the terms of this Bill of Lading, or any rule of law or statute rendering them binding on Merchant) become binding in all respects between Carrier and Holder as though the contract evidenced hereby or contained herein had been made between them.

Ocean Vessel Voy. No. Port of loading  
**TSING MA BRIDGE 045A YANTIAN, GD**

IN WITNESS WHEREOF, the undersigned, on behalf of Kawasaki Kisen Kaisha, Ltd., Vessel, her owners, operators and charterers, has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

• See Clause 7 (2)

Port of discharge Place of delivery  
**NEW YORK, NY NEW YORK, NY CY**

• Final Destination (for the Merchant's reference)

Container No.	Seal No. Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods	Gross weight	Measurement
KLFU1352625	40 DRY BAT20162		LADEN ON BOARD : 2010/07/04 "SHIPPER'S LOAD AND COUNT" 1 CONTAINER(S) PACKAGES DETAILS AS PER ATTACHED SHEET ----- 1 CONTAINER(S) (236 CARTONS)	KGS	M3

WILEY STEWART,  
 INC.  
 100 METRO WAY  
 SECAUCUS,  
 NJ 07094



Declared Value US\$ If shipper enters a value, the ad valorem rate will be charged (See Clause 24)

Total No. of Containers or Packages (in words) **ONE (1) CONTAINER(S) ONLY** 4,136.170 21.910

Freight and Charges	Revenue Tons	Rate	Per	Prepaid	Collect
<b>"FREIGHT COLLECT AS ARRANGED"</b>					

ELIZABETH, NJ SHENZHEN 2010/07/04  
 Total prepaid in local currency No. **THREE (3)**

川崎汽船(中国)有限公司深圳分公司  
 K LINE (CHINA) LIMITED SHENZHEN BRANCH  
 Edgar Adams

SHIPPED on board the Vessel

PARTICULARS FURNISHED BY SHIPPER

RFV-0731

VESSEL/VOY : TSING MA BRIDGE / 045A

KKLUHA22891600

DESCRIPTION DETAILS

(236 CARTONS) 4,136.170 21.910

LADIES' 82% COTTON 17% POLYESTER 1%

SPANDEX

WOVEN JACKET

(PO 13129 (JAPO9516A)/STYLE AS71)

LADIES' 82% COTTON 17% POLYESTER 1%

SPANDEX

WOVEN TUBE TOP

(PO 13129 (JAPO9517A)/STYLE AS43)

LADIES' 82% COTTON 17% POLYESTER 1%

SPANDEX

WOVEN SKIRT

(PO 13129 (JAPO9518A)/STYLE AS87)

LADIES' 82% COTTON 17% POLYESTER 1%

SPANDEX

WOVEN JACKET

(PO 13185 (JAPO9516B)/STYLE AS71)

LADIES' 82% COTTON 17% POLYESTER 1%

SPANDEX

WOVEN TUBE TOP

(PO 13185 (JAPO9517B)/STYLE AS43)

LADIES' 82% COTTON 17% POLYESTER 1%

SPANDEX

WOVEN SKIRT

(PO 13185 (JAPO9518B)/STYLE AS87)

"DC NO: 1179029"

"FREIGHT COLLECT"

SHIPPER: BEST FAMOUS ASIA LTD.

CONTAINER SUMMARY

1 CONTAINER(S) (236 CARTONS)

"APL LOGISTICS AS FORWARDING AGENT"

"SHIPPER DECLARES SHIPMENT  
CONTAINS NO WOOD PACKING  
MATERIALS."



# BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG  
 TEL:(852)27749102 FAX:(852)23303668

## INVOICE P.1/2

NO. BFIV-0732

Date: 04 Jul 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094 , U.S.A.

Shipped by BEST FAMOUS ASIA LTD. per TSING MA BRIDGE V.045A

Sailing on or about 5-Jul-10 from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179030 Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)	
AS PER PACKING LIST	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA	
	P.O.NOS.	STYLE NOS.	CARTON				
		LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9534A (14426)	AS270P	44	110	\$85.20	\$9,372.00	
	9534B (14426)	AS270A	78	193 4/12	\$85.20	\$16,472.00	
	9534C (14426)	AS270T	42	105	\$85.20	\$8,946.00	
	9538A (14509)	AS270PDTM	4	8	\$85.20	\$681.60	
	9538B (14509)	AS270ADTM	6	9 9/12	\$85.20	\$830.70	
	9538C (14509)	AS270TDTM	5	7 11/12	\$85.20	\$674.50	
	9538D (14511)	AS270ADTMS	3	6 6/12	\$94.20	\$612.30	
9538E (14511)	AS270TDTMS	3	4 2/12	\$94.20	\$392.50		
9539A	AS270P	3	4 11/12	\$85.20	\$418.00		

# BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNG HOM KOWLOON HONG KONG  
 TEL:(852)27749102 FAX:(852)23303668

## INVOICE P.2/2

NO. BFIV-0732

Date: 04 Jul 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094, U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per TSING MA BRIDGE V.045A

Sailing on or about 5-Jul-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179030

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)	
AS PER PACKING LIST	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA	
	P.O.NOS.	STYLE NOS.	CARTON				
		LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9539C (14496)	AS270T	3	5 4/12	\$85.20	\$454.40	
	9544A (14494)	AS270PDTM	100	250	\$85.20	\$21,300.00	
9544B (14494)	AS270ADTM	78	195	\$85.20	\$16,614.00		
9544C (14494)	AS270TDTM	68	170	\$85.20	\$14,484.00		
			620 4/12			US\$52,852.40	
			THE GRANT TOTAL AMOUNT:			US\$91,849.30	

TOTAL: FOUR HUNDRED FORTY ONE (441) CARTONS ONLY.

\*\*SAY TOTAL UNITED STATES DOLLARS NINETY ONE THOUSAND EIGHT HUNDRED

B/FW-0732 ETA NYC 29/July 110

Shipper **BEST FAMOUS ASIA LTD.**  
 ROOM 1610-1611, PENINSULA SQUARE,  
 18 SUNG ON STREET, HUNGHOM,  
 KOWLOON, HONG KONG

B/L No.  
**KKLUHA22891601**  
 B/L

17274

Consignee **TO ORDER OF URBAN BRANDS**  
 100 METRO WAY  
 SECAUCUS, NJ 07094  
 ATTN: SUSAN EISEMANN



**COMBINED TRANSPORT BILL OF LADING**

RECEIVED from the Shipper in apparent good order and condition unless otherwise indicated herein. Goods or Container(s) or package(s) said to contain the Goods herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading, from the place of receipt or port of loading to the port of discharge or place of delivery shown herein and there to be delivered. If required by Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for Goods or delivery order. None of the terms of this Bill of Lading can be waived by or for Carrier except by express waiver signed by Carrier or its duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, and the terms and conditions contained in Carrier's applicable tariff, whether written, typed, stamped, or printed, as fully as if signed by Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all representations, agreements or freight engagements for and in connection with Carriage of Goods are superseded by this Bill of Lading. On presentation of one or more original(s) of this Bill of Lading (duly endorsed) to Carrier by or on behalf of Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to the terms of this Bill of Lading, or any rule of law or statute rendering them binding on Merchant) become binding in all respects between Carrier and Holder as though the contract evidenced hereby or contained herein had been made between them.

IN WITNESS WHEREOF, the undersigned, on behalf of Kawasaki Kisen Kaisha, Ltd., Vessel, her owners, operators and charterers, has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

• See Clause 7 (2)

Notify party **GILBERT INTERNATIONAL INC.**  
 2525 BRUNSWICK AVE. STE. 204  
 LINDEN, NJ 07036  
 ATN: VINCENT KARPELES

Pre-Carriage by \_\_\_\_\_ Place of receipt  
**YANTIAN, GD CY**

Ocean Vessel **TSING MA BRIDGE** Voy. **N045A** Part of loading  
**YANTIAN, GD**

Port of discharge **NEW YORK, NY** Place of delivery  
**NEW YORK, NY CY**

• Final Destination (for the Merchants reference)

Container No.	Seal No. Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods	Gross weight	Measurement
<b>KLFU1352625</b>	<b>40 DRY BAT20162</b>		<b>LADEN ON BOARD : 2010/07/04</b> <b>"SHIPPER'S LOAD AND COUNT"</b>  <b>1 CONTAINER(S)</b> <b>PACKAGES DETAILS</b> <b>AS PER ATTACHED SHEET</b>  <b>1 CONTAINER(S) (441 CARTONS)</b>	<b>KGS</b>	<b>M3</b>

SHLEY STEWART,  
 INC.  
 100 METRO WAY  
 SECAUCUS,  
 NJ07094



Declared Value US\$ \_\_\_\_\_ If shipper enters a value, the ad valorem rate will be charged (See Clause 24)

Total No. of Containers or Packages (in words) **ONE (1) CONTAINER(S) ONLY** 9,080.830 32.060

Freight	Rate	Per	Prepaid	Collect
<b>"FREIGHT COLLECT AS ARRANGED"</b>				

2010/06/25	Prepaid at <b>ETZBETH, NJ</b>	Place of delivery <b>SHENZHEN</b>	Date <b>2010/07/04</b>
	Total prepaid in local currency	No. <b>THREE (3)</b>	

川崎汽船(中国)有限公司深圳分公司  
 KAWASAKI KISEN KAISHA LTD.  
 K LINE (CHINA) LIMITED SHENZHEN BRANCH  
 AS CARRIER

SHIPPED on board the Vessel

PARTICULARS FURNISHED BY SHIPPER

VESSEL/VOY : TSING MA BRIDGE / 045A

KKLUHA22891601

BH-0732

DESCRIPTION DETAILS

(441 CARTONS) 9,080.830 32.060

LADIES' 82% COTTON 17% POLYESTER 1%  
SPANDEX

WOVEN PANTS

(PO 14426 (JAPO9534A-C)/STYLE  
AS270P/A/T)

(PO 14509 (JAPO9538A-E)/STYLE  
AS270PDTM/ADTM/TDTM/  
ADTMS/TDTMS)

(PO 14496 (JAPO9539A-C)/STYLE  
AS270P/A/T)

(PO 14494 (JAPO9544A-C)/STYLE  
AS270PDTM/ADTM/TDTM)

'DC NO: 1179030"

'FREIGHT COLLECT"

SHIPPER: BEST FAMOUS ASIA LTD.

CONTAINER SUMMARY

1 CONTAINER(S) (441 CARTONS)

'APL LOGISTICS AS FORWARDING AGENT"

'SHIPPER DECLARES SHIPMENT

CONTAINS NO WOOD PACKING

MATERIALS."

# BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG  
 TEL:(852)27749102 FAX:(852)23303668

## INVOICE P.1/2

NO. BFIV-0733

Date: 13 Jul 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094 , U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per MOL LOIRE V.001A

Sailing on or about 14-Jul-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179031

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9535A (14427)	AS275P	29	72 6/12	\$85.20	\$6,177.00
	9535B (14427)	AS275A	33	82 6/12	\$85.20	\$7,029.00
	9535C (14427)	AS275T	44	108 8/12	\$85.20	\$9,258.40
	9536A (14463)	AS275P	33	82 6/12	\$85.20	\$7,029.00
	9536B (14463)	AS275A	41	102 6/12	\$85.20	\$8,733.00
	9536C (14463)	AS275T	31	77 6/12	\$85.20	\$6,603.00
	9540A (14516)	AS275P	4	7 1/12	\$85.20	\$603.50
	9540B (14516)	AS275A	5	9 3/12	\$85.20	\$788.10
	9540C	AS275T	3	6 1/12	\$85.20	\$518.30

# BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNG HOM KOWLOON HONG KONG  
 TEL:(852)27749102 FAX:(852)23303668

## INVOICE P.2/2

NO BFIV-0733

Date: 13 Jul 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094, U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per MOL LOIRE V.001A

Sailing on or about 14-Jul-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179031

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9540E (14520)	AS275TS	1	11/12	\$94.20	\$86.35
	9541A (14517)	AS275P	4	7 3/12	\$85.20	\$617.70
	9541B (14517)	AS275A	5	9 3/12	\$85.20	\$788.10
	9541C (14517)	AS275T	3	6 1/12	\$85.20	\$518.30
	9541D (14518)	AS275AS	1	1 10/12	\$94.20	\$172.70
	9541E (14518)	AS275TS	1	11/12	\$94.20	\$86.35
				26 3/12		US\$2,269.50
				THE GRANT TOTAL AMOUNT:		US\$49,181.50

TOTAL: TWO HUNDRED THIRTY NINE (239) CARTONS ONLY.

\*\*SAY TOTAL UNITED STATES DOLLARS FORTY NINE THOUSAND ONE HUNDRED EIGHTY ONE

Shipper **BEST FAMOUS ASIA LTD.**  
 ROOM 1610-1611, PENINSULA SQUARE,  
 18 SUNG ON STREET, HUNGHOM,  
 KOWLOON, HONG KONG

B/L No.  
**KKLUHA23177800**  
 B/L

17274

Consignee **TO ORDER OF URBAN BRANDS**  
 100 METRO WAY  
 SECAUCUS, NJ 07094  
 ATTN: SUSAN EISEMANN



**COMBINED TRANSPORT BILL OF LADING**

RECEIVED from the Shipper in apparent good order and condition unless otherwise indicated herein, Goods or Container(s) or package(s) said to contain the Goods herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading, from the place of receipt or port of loading to the port of discharge or place of delivery shown herein and there to be delivered. If required by Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for Goods or delivery order. None of the terms of this Bill of Lading can be waived by or for Carrier except by express waiver signed by Carrier or its duly authorized agent.

Notify party **GILBERT INTERNATIONAL INC.**  
 2525 BRUNSWICK AVE. STE. 204  
 LINDEN, NJ 07036  
 ATN: VINCENT KARPELES

IN ACCEPTING THIS BILL OF LADING, Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, and the terms and conditions contained in Carrier's applicable tariff, whether written, typed, stamped, or printed, as fully as if signed by Merchant, or by local custom or privilege to the contrary notwithstanding, and agrees that all representations, agreements or freight engagements for and in connection with Carriage of Goods are superseded by this Bill of Lading. On presentation of one or more original(s) of this Bill of Lading (duly endorsed) to Carrier by or on behalf of Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to the terms of this Bill of Lading, or any rule of law or statute rendering them binding on Merchant) become binding in all respects between Carrier and Holder as though the contract evidenced hereby or contained herein had been made between them.

Pre-Carriage by **YANTIAN, GD CY**  
 Place of receipt

IN WITNESS WHEREOF, the undersigned, on behalf of Kawasaki Kisen Kaisha, Ltd., Vessel, her owners, operators and charterers, has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

• See Clause 7 (2)

Ocean Vessel **MOL LOIRE**  
 Voy. **N001A**  
 Port of loading **YANTIAN, GD**

Port of discharge **NEW YORK, NY**  
 Place of delivery **NEW YORK, NY CY**

• Final Destination (for the Merchant's reference)

Container No.	Seal No. Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods	Gross weight	Measurement
TCKU1872890	20 DRY BAT04185		LADEN ON BOARD : 2010/07/14 "SHIPPER'S LOAD AND COUNT" 1 CONTAINER(S) PACKAGES DETAILS AS PER ATTACHED SHEET 1 CONTAINER(S). (239 CARTONS)	KGS: 5,118.570	M3 17.700



Declared Value **US\$** If shipper enters a value, the ad valorem rate will be charged (See Clause 24)

Total No. of Containers **ONE (1) CONTAINER(S) ONLY**  
 or Packages (in words) **5,118.570 17.700**

Freight	Rate	Per	Prepaid	Collect
<b>FREIGHT COLLECT AS ARRANGED</b>				

2010/07/03	Prepaid at <b>EDIZABETH, NJ</b>	Place of delivery <b>SHENZHEN 2010/07/14</b>
Total prepaid in local currency	No. of original B(s)/L	

SHIPPED on board the Vessel

川崎汽船(中国)有限公司深圳分公司  
 KAWASAKI KISEN KAISHA, LTD.  
 K LINE (CHINA) LIMITED SHENZHEN BRANCH  
 AS CARRIER  
 E. J. Wong

PARTICULARS FURNISHED BY SHIPPER

\*\*\*\*\*  
\* VESSEL/VOY : MOL LOIRE / 001A \*  
\*\*\*\*\*

KKLUHA23177800  
\*\*\*\*\*

15710733

\*\*\*\*\*  
\* DESCRIPTION DETAILS \*  
\*\*\*\*\*

(239 CARTONS) 5,118.570 17.700

LADIES' 82% COTTON 17% POLYESTER

1% SPANDEX WOVEN PANTS

(PO 14427 (JAPO9535A-C)/STYLE

AS275P/A/T)

(PO 14463 (JAPO9536A-C)/STYLE

AS275P/A/T)

(PO 14516, 14520

(JAPO9540A-E)/STYLE AS275P/A/T/AS  
/TS)

(PO 14517, 14518

(JAPO9541A-E)/STYLE AS275P/A/T/AS  
/TS)

"DC NO: 1179031"

"FREIGHT COLLECT"

SHIPPER: BEST FAMOUS ASIA LTD.

-----  
1 CONTAINER(S) (239 CARTONS)

"APL LOGISTICS AS FORWARDING AGENT"

"SHIPPER DECLARES SHIPMENT

CONTAINS NO WOOD PACKING

MATERIALS."



Cherry

---

寄件者: "leecfal" <leecfal@netvigator.com>  
收件者: <cherry@wellplus.com.hk>; <momoko2@wellplus.com.hk>; <fion@wellplus.com.hk>; <bonnie@wellplus.com.hk>  
傳送日期: 2010年8月26日 PM 01:35  
附加檔案: 2010 Best Famous Jean deductions Aug - Revised.xls  
主旨: Fw: 2010 Best Famous Jean deductions Aug - Revised.xls

----- Original Message -----

From: Susan Eisemann

To: leecfal

Cc: Melfi Jimenez ; Rosa Pimentel ; Mike Castoro ; Mike Abate ; Eric Barbour

Sent: Wednesday, August 25, 2010 11:11 PM

Subject: 2010 Best Famous Jean deductions Aug - Revised.xls

Pls see revised deductions. The file has been updated to reflect the 181 (9 sent back to you) units of new damaged units.  
Pls advise.

BEST FAMOUS

REVISED ON 8/25/10

	LC INV AMT	*RTV 1st cost	SUB TOTAL	5% DISCOUNT	FRT & DUTY	Revised Inv amount	Status
*1179029	<u>63,924.00</u>		63,924.00	<u>3196.20</u>		<u>60,727.80</u>	invoice not paid
*1179031	<u>49,181.50</u>		49,181.50	<u>2459.08</u>		<u>46,722.43</u>	invoice not paid
*1179030	91,849.30	1,285.10	90,564.20	4528.21	262.45	85,773.54	invoice not paid
		1,285.10		10,183.49	262.45	<u>11,731.04</u>	<b>chargeback submitted to AP 8/24</b>

\* PO 11494  
 181 units moldy, 9 units returned to factory by Fedex, 172 units available for pick up, RTV  
 7.10 1st cost per unit  
 8.55 per unit landed  
 1.45 freight and duty per unit

SHIPMENT RECEIVED IN DC INVENTORY, SENT TO WASHING FACILITY

\*\*1179022 4974 units

PO	units	1st cost	total	chargbeack 5% discount	Status
13543	346	7.10	2456.60	122.83	chgbk to AP 8/24
13544	302	7.10	2144.20	107.21	chgbk to AP 8/24
13545	216	7.10	1533.60	76.68	chgbk to AP 8/24
13610	4110	7.10	29181.00	1459.05	chgbk to AP 8/24
	4974			1765.77	

Additional related expenses:

	chargeback	Status
100% DC inspection, of washed goods	2,487.00	chbk to AP 8/17
Demurrage at pier file 1179022	1,260.00	chbk to AP 8/17
local frt to wash facility	577.50	chbk to AP 8/17
estimated return frt from wash facility to DC	577.50	chbk to AP 8/17
	4,902.00	

washing by John Bennett Co Inv 48571      22,935.00      chbk to AP 8/24

**LC 1179032 in transit to DC ETA 9/9 to port**

Must be inspected 100% for mold, prior shipments received did have mold

units	1st cost	chargeback 5% disc	Status
10563	7.10	<u>75,562.50</u>	<b>FACTORY MUST REVISE INVOICE FOR CUSTOMS ENTRY</b>
72	7.85	<u>3778.13</u>	

45,111.93 total of all charges

## Cherry

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寄件者: <leecfal@netvigator.com>  
收件者: "Momoko" <momoko@wellplus.com.hk>; "Cherry" <cherry@wellplus.com.hk>; "FION" <fion@wellplus.com.hk>;  
"Bonnie" <Bonnie@wellplus.com.hk>  
傳送日期: 2010年9月8日 AM 11:01  
附加檔案: Book4.xls  
主旨: Fw: Sets and 5 pocket chargeback summary

Sent from my BlackBerry® wireless device

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**From:** "Susan Eisemann" <SEisemann@urbanbrands.com>  
**Date:** Tue, 7 Sep 2010 14:30:10 -0400  
**To:** leecfal<leecfal@netvigator.com>  
**Cc:** Melfi Jimenez<mjimenez@urbanbrands.com>; Kristen Gaskins<kgaskins@urbanbrands.com>; Luisa Fernandez<lfernandez@urbanbrands.com>; Mike Castoro<MCastoro@urbanbrands.com>; Mike Abate<MAbate@urbanbrands.com>; Georgia Smith<gsmith@urbanbrands.com>; Eric Barbour<EBarbour@urbanbrands.com>  
**Subject:** Sets and 5 pocket chargeback summary

Albert,

I our email of last week, attached is the summary of the moldy sets and 5 pocket. The total includes \$3,000 for a check that was sent to us as a marketing allowance. We deposited check but bank would not honor.  
I will wait for you to review and hold off submitting a chargeback to our Accounts Payable Dept until tomorrow.

Susan



# BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG  
 TEL:(852)27749102 FAX:(852)23303668

## INVOICE P.1/2

NO. BFIV-0736

Date: 15 Aug 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094 , U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per GLEN CANYON BRIDGE V.027A

Sailing on or about 16-Aug-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179032

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9537A (14428)	AS270P	103	257 6/12	\$85.20	\$21,939.00
	9537B (14428)	AS270A	126	315	\$85.20	\$26,838.00
	9537C (14428)	AS270T	99	247 6/12	\$85.20	\$21,087.00
	9542A (14500)	AS270P	6	10	\$85.20	\$852.00
	9542B (14500)	AS270A	8	14	\$85.20	\$1,192.80
	9542C (14500)	AS270T	5	10 7/12	\$85.20	\$901.70
	9542D (14514)	AS270AS	2	4	\$94.20	\$376.80
	9542E (14514)	AS270AS	2	4	\$94.20	\$376.80

# BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG  
 TEL:(852)27749102 FAX:(852)23303668

## INVOICE P.2/2

NO. BFIV-0736

Date: 15 Aug 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094, U.S.A.

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Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9543B (14501)	AS270ADTM	5	9 9/12	\$85.20	\$830.70
	9543C (14501)	AS270TDTM	4	7 11/12	\$85.20	\$674.50
				886 3/12		US\$75,562.50

TOTAL: THREE HUNDRED SIXTY THREE (363) CARTONS ONLY.

\*\*SAY TOTAL UNITED STATES DOLLARS SEVENTY FIVE THOUSAND FIVE HUNDRED SIXTY TWO AND CENTS FIFTY ONLY \*\*\*

Shipper **BEST FAMOUS ASIA LTD.**  
 ROOM 1610-1611, PENINSULA SQUARE,  
 18 SUNG ON STREET, HUNGHOM,  
 KOWLOON, HONG KONG

8/20/10 36 FTA NYC  
 9/sep/10

B/L No. **KKLUHA24490100**  
 B/L

17274



**COMBINED TRANSPORT BILL OF LADING**

Consignee **TO ORDER OF URBAN BRANDS**  
 100 METRO WAY  
 SECAUCUS, NJ 07094  
 ATTN: SUSAN EISEMANN

RECEIVED from the Shipper in apparent good order and condition unless otherwise indicated herein. Goods or Container(s) or package(s) said to contain the Goods herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading, from the place of receipt or port of loading to the port of discharge or place of delivery shown herein and there to be delivered. If required by Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for Goods or delivery order. None of the terms of this Bill of Lading can be waived by or for Carrier except by express waiver signed by Carrier or its duly authorized agent.

Notify party **GILBERT INTERNATIONAL INC.**  
 2525 BRUNSWICK AVE. STE. 204  
 LINDEN, NJ 07036  
 ATN: VINCENT KARPELES

IN ACCEPTING THIS BILL OF LADING, Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, and the terms and conditions contained in Carrier's applicable tariff, whether written, typed, stamped, or printed, as fully as if signed by Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all representations, agreements or freight engagements for and in connection with Carriage of Goods are superseded by this Bill of Lading. On presentation of one or more original(s) of this Bill of Lading (duly endorsed) to Carrier by or on behalf of Holder, the rights and liabilities arising in accordance with the terms hereof shall without prejudice to the terms of this Bill of Lading, or any rule of law or statute rendering them binding on Merchant become binding in all respects between Carrier and Holder as though the contract evidenced hereby or contained herein had been made between them.

Pre-Carriage by **YANTIAN** Place of receipt **CY**

IN WITNESS WHEREOF, the undersigned, on behalf of Kawasaki Kisen Kaisha, Ltd., Vessel, her owners, operators and charterers, has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

Ocean Vessel **GLEN CANYON BRIDGE** Voy. **NJ27A** Port of loading **YANTIAN**

• See Clause 7 (2)

Port of discharge **NEW YORK, NY** Place of delivery **NEW YORK, NY CY**

Final Destination for the Merchant's reference

PARTICULARS FURNISHED BY SHIPPER

Container No.	Seal No. Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods	Gross weight	Measurement
KKTU7522102	2 DRY BAT16139		LADEN ON BOARD : 2010/08/16 "SHIPPER'S LOAD AND COUNT" 1 CONTAINER(S) PACKAGES DETAILS AS PER ATTACHED SHEET ----- 1 CONTAINER(S) (363 CARTONS)	KGS: 7,436.680	M3: 25.750
Container No. <b>ASHLEY STEWART, INC. 100 METRO WAY SECAUCUS, NJ07094</b>					
Declared Value <b>US\$</b>			If shipper enters a value, the ad valorem rate will be charged (See Clause 24)		
Total No. of Containers <b>ONE (1) CONTAINER(S) ONLY</b> or Packages (in words)				<b>7,436.680</b>	<b>25.750</b>



Freight	Rate	Per	Prepaid	Collect
FREIGHT COLLECT AS ARRANGED				
Prepaid at <b>EDRABETH, NJ</b>		SHENZHEN 2010/08/16		
Total prepaid in local currency.		No. <b>THREE (3)</b>		

2010/08/07

SHIPPED on board the Vessel



By

By

**KAWASAKI KISEN KAISHA LTD 公司**  
**"K" LINE (CHINA) LIMITED SHENZHEN BRANCH**  
*Edric Wong*  
**EDRIC K.Y. WONG**  
 AS AGENT FOR THE CARRIER

VESSEL/VOY : GLEN CANYON BRIDGE / 027A

KKLUHA24490100

Handwritten: 3740736

DESCRIPTION DETAILS

(363 CARTONS) 7,436.680 25.750  
 LADIES' 82% COTTON 17% POLYESTER  
 1% SPANDEX WOVEN PANTS  
 (PO 14428 (JAPO9537A-C)/STYLE  
 AS270P/A/T)  
 (PO 14500, 14514  
 (JAPO9542A-E)/STYLE AS270P/A/T/  
 AS/TS)  
 (PO 14501 (JAPO9543A-C)/STYLE  
 AS270PDTM/ADTM/TDTM)  
 "DC NO: 1179032"  
 "FREIGHT COLLECT"  
 SHIPPER: BEST FAMOUS ASIA LTD.

-----  
1 CONTAINER(S) (363 CARTONS)

"SHIPPER DECLARES SHIPMENT  
CONTAINS NO WOOD PACKING  
MATERIALS."

"APL LOGISTICS AS FORWARDING AGENT"  
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