


UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: UBI Liquidating Corp. f/k/a Urban Brands, Inc.		Case Number: 10-13005	
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): Key Equipment Finance Inc.		<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: Key Equipment Finance Inc., 1000 S. McCaslin Blvd., Superior, Colorado 80027			
Telephone number: (720) 304-1737			
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this 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.	
Telephone number:			
RECEIVED JAN 19 2011 BMC GROUP			
1. Amount of Claim as of Date Case Filed: \$ <u>2,135.44</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 checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of 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 commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <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"/> 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>lease agreement</u> (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: <u>Cw01193274</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. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. 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 DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
Date: 01/04/2011	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. Rita Robles, Litigation Coordinator		FOR COURT USE ONLY Urban Brands  00498

ATTACHMENT I

KEY EQUIPMENT FINANCE
AMOUNTS DUE WORKSHEET

For

Urban Brands, Inc.

PRE- PETITION AMOUNTS OUTSTANDING AS OF FILING DATE

Agreement # **Cw01193274**

INVOICE	INV DUE DATE	AS OF	RENT	TAX	SUB TOTAL	# DAYS LATE	LATE CHARGE	TOTAL
	02/20/09	09/21/10	127.20		127.20	571	12.72	139.92
	03/20/09	09/21/10	127.20		127.20	541	12.72	139.92
	04/20/09	09/21/10	127.20		127.20	511	12.72	139.92
	05/20/09	09/21/10	127.20		127.20	481	12.72	139.92
	06/20/09	09/21/10	127.20		127.20	451	12.72	139.92
	07/20/09	09/21/10	127.20		127.20	421	12.72	139.92
	08/20/09	09/21/10	127.20		127.20	391	12.72	139.92
	09/20/09	09/21/10	127.20		127.20	361	12.72	139.92
	10/20/09	09/21/10	127.20		127.20	331	12.72	139.92
	11/20/09	09/21/10	127.20		127.20	301	12.72	139.92
	12/20/09	09/21/10	127.20		127.20	271	12.72	139.92
	01/20/10	09/21/10	127.20		127.20	241	12.72	139.92
	02/20/10	09/21/10	127.20		127.20	211	12.72	139.92
	03/20/10	09/21/10	127.20		127.20	181	12.72	139.92
	04/20/10	09/21/10	127.20		127.20	151	12.72	139.92
	05/20/10	09/21/10	127.20		127.20	121	12.72	139.92
	06/20/10	09/21/10	127.20		127.20	91	12.72	139.92
	07/20/10	09/21/10	127.20		127.20	61	12.72	139.92
	08/20/10	09/21/10	127.20		127.20	31	12.72	139.92
	09/20/10	09/21/10	127.20		127.20	1	12.72	139.92
SUB TOTAL / AMOUNTS OUTSTANDING			2,544.00	0.00	2,544.00		254.40	2,798.40

REMAINING AMOUNTS DUE

No. Accelerated Payments	Accel Payment Total	Accel Payment w/disc.	Subtotal	Sale Proceeds	TOTAL
3					
Months	Payment				
3	127.20	381.60	379.70		
Disc % is	3.0%	381.60	379.70	379.70	1,042.66
					-662.96

TOTAL AMOUNT OF CLAIM

2,135.44

FOR EQUIPMENT LEASES UNDER \$100,000



600 Travis Street, Suite 1400
Houston, TX 77002
Tel: (866) 700-2982 Fax: (888) 395-5510

Lessee Name	Urban Brands
Business Address	100 METROWAY SERANUS MT.

Agreement # _____

Date: 12/6, 2005

Equipment Location SAME	(If different from Business Address)	Supplier(s)	QUALITY BUSINESS SOLUTIONS 393 ROUTE 10 EAST HANOVER NJ
Purchase Option	Non Refundable Advanced Rent(s)	Lease Term	
Fair Market Value <input checked="" type="checkbox"/>	\$ <u>0</u> Representing the first and <u>0</u> month's payments	Number of Payments	60 @ \$ 120.00 per month (plus applicable taxes)
Equipment Model & Description	Serial Number	Accessories	
KM2050, DL410, DP410 DF410, Tall Stand			
<input type="checkbox"/> See attached schedule for additional Equipment/Accessories			

1. Lease. You (the "Lessee") agree to lease from us, Key Equipment Finance, Inc. (the "Lessor"), the Equipment listed above (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differ from the Supplier's estimate. The Lease starts on the day the Equipment is delivered to you (the "Commencement Date") and the Lease payments shall be payable in advance beginning on the Commencement Date or any later date designated by Us and thereafter until all amounts are fully paid pursuant to the terms of this Lease. We may charge you and you shall pay to us a one time administration fee of \$75.00 to reimburse us for documentation and investigation costs. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. When a payment is not made when due, you agree to pay Us a late charge of 10% for each payment or \$29, whichever is greater. We may charge you a fee of \$55 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE. You agree this is a non-cancelable Lease.

2. Equipment Use, Maintenance and Warranties. We are leasing the Equipment to You "AS IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and You agree not to permit a lien to be placed upon the Equipment or to remove it without our prior written consent.

3. Assignment. You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign or transfer the Lease and the new owner will have the same rights and benefits we now have and will not be subject to any claims, defenses or setoffs that you may have against us or any Supplier.

4. Risk of Loss and Insurance. You bear all risks of loss or damage to the Equipment and if any loss occurs you are nevertheless required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not give us such proof, we may elect to obtain insurance and you will pay us for any insurance premium and related costs. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims at your expense. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to Us.

5. Taxes. You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment.

6. End of Lease. If you do not give written notice to us at least 60 but not more than 120 days of your election to exercise any such purchase option or to return all of the Equipment at the end of Lease term, the Lease shall automatically renew for successive three-month periods on all of the original terms of this Lease. Provided you have given timely notice, you shall return the Equipment to us at your cost, in good condition and working order in a manner and to a location designated by us or remit purchase option.

7. Default and Remedies. You are in default on this Lease if a) you fail to pay a Lease payment or any other amount when due; or b) You breach any other obligation under the Lease. If you are in default on the Lease we may: a) declare the entire balance of unpaid Lease payments for the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 3% per year from the date of default; d) require that You immediately return the Equipment to us or we may peacefully repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-lease the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. Miscellaneous. You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment Supplier; agree that you have rights under this contract with the Supplier and may contact the Supplier for a description of these rights. This Lease shall be governed and construed in accordance with the laws of the state of Utah and You waive your rights to a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.

Lessee	Guaranty
Full Legal Name: <u>Urban Brands</u>	I unconditionally guaranty prompt payment and performance of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or to enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor.
DBA: _____	
Title: <u>VP Operations</u>	
FEIN/Soc. Security #: _____	
Date: <u>Dec. 6 2005</u>	
Print name of Authorized Signer: <u>Donald Dist</u>	Signature: X _____
Lessee Signature: X <u>Donald Dist</u>	Print Name: _____

Key Equipment Finance Inc.

1000 South McCaslin Boulevard,
Superior, CO 80027

Tel: 720 304-1737
Fax: 216-370-6445

January 18, 2011

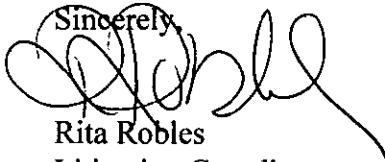
BMC Group, Inc.
Attn: Urban Brands Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Re: UBI Liquidating Corp. f/k/a Urban Brands, Inc.
Case no. 10-13005

Dear Claims Agent:

Enclosed please find the original proof of claim for the above referenced case. Please return a filed copy in the self addressed stamped envelope provided.

Sincerely,



Rita Robles
Litigation Coordinator
Key Equipment Finance Inc.

Enclosures

RR:pg
Cc Mark D Collins
Cc U.S. Trustee