


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: UBI Liquidating Corp. f/k/a Urban Brands, Inc.		Case Number: 10-13005 (KJC)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Pioneer Credit Opportunities Fund, LP		<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: Pioneer Credit Opportunities Fund, LP as Assignee of Brandon Thomas Designs Inc. Greeley Square Station, PO Box 20188 New York, NY 10001		
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 20 2011 BMC GROUP		
1. Amount of Claim as of Date Case Filed: \$ <u>318,943.51</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 sold</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 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 checked="" type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(2) and 503(b)(1)
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <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>372.00</u> (See instruction #6 on reverse side.)		Amount entitled to priority: <u>\$ 720.00</u> * 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.
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		FOR COURT USE ONLY Urban Brands  00518
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>1/19/11</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. <u>Adam D. Stein-Sapir, Managing Member</u>	

ASSIGNMENT OF CLAIM AGREEMENT

Assignment of Claim. Brandon Thomas Designs Inc., with a principal address of 1407 Broadway Suite 803, New York NY, 10018, its successors and assigns ("Seller"), for good and valuable consideration, the sufficiency of which is hereby acknowledged, in the sum of \$ _____ (the "Purchase Price"), does hereby absolutely and unconditionally sell, assign and transfer to Pioneer Credit Opportunities Fund, L.P., having an address of Greeley Square Station, P.O. Box 20188, New York, NY 10001 and any of its successors, assigns or designees ("Buyer", and together with Seller, the "Parties"), all of Seller's rights, title and interests in and to Seller's claim or claims, as more specifically set forth below (the "Claim"), against Urban Brands, Inc.; et al. (the "Debtor"), Debtor in proceedings for reorganization in the United States Bankruptcy Court for the District of Delaware (the "Court"), administered as Case No. 10-13005 (the "Proceedings"), in the aggregate amount of not less than \$304,224.90 (the "Claim Amount") and all rights and benefits of Seller relating to the Claim, including without limitation, (i) any proofs of claim filed in respect of the Claim, (ii) all agreements, instruments, invoices, receivables, purchase orders and other documents evidencing or relating to the Claim (the "Claim Documentation"); (iii) all of Seller's right to receive principal, interest, fees, expenses, damages, penalties and other amounts, including cure payments within the meaning of Section 365 of Title 11 of the U.S. Bankruptcy Code, in respect of the Claim; (iv) any actions, claims, lawsuits or rights against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to the Claim; (v) all cash, securities, instruments, proceeds and other property issued in respect of, or exchanged in return for, any of the foregoing; and (vi) if applicable, the right to participate in any future offerings of debt, securities or other rights by the Debtor. The Claim is based on amounts owed to Seller by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Proof of Claim. Assignor represents and warrants that (please check one):

A Proof of Claim has not been filed in the Proceedings; or

A Proof of Claim in the amount of \$ _____ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim Amount set forth above, Assignee shall nevertheless be deemed the owner of the Claim subject to the terms of this Assignment of Claim Agreement (the "Agreement") and shall be entitled to identify itself as the owner of such Claim on the records of the Court.

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

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

Claim Impaired or Allowed for an Amount Less than Claim Amount. Buyer will assume all of the recovery risk in terms of the amount paid on the Claim, if any, at Debtor's emergence from bankruptcy or liquidation. Seller agrees to make to Buyer immediate proportional restitution and repayment of the Purchase Price to the extent that (a) the Claim or Claim Amount is disallowed, avoided, subordinated, reduced, disputed, objected to or otherwise impaired for any reason whatsoever, in whole or in part, including without limitation a breach of any of the terms or conditions of this Agreement; or (b) the Claim or Claim Amount is subsequently scheduled by Debtor or is amended such that all or any portion of the Claim is listed on the Debtor's Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount (each (a) and (b) a "Disallowance"), together with interest, calculated at the rate of 0% (zero) per annum, from the date of this Agreement to the date of repayment. Seller further agrees to reimburse Buyer for all costs and expenses incurred by Buyer as a result of Seller's failure to make proportional restitution or repayment within 15 days after receiving notice of such Disallowance. Additionally, in the event Seller has previously sold, assigned, hypothecated or factored the Claim, Seller shall immediately pay to Buyer liquidated damages in the amount of double the consideration paid by Buyer hereunder. Should it be determined that any transfer by the Debtor to the Seller is or could have been avoided as a preferential payment, Seller shall repay such transfer to the Debtor. In the event the Claim is ultimately allowed in an

ASSIGNMENT OF CLAIM AGREEMENT

amount in excess of the Claim Amount purchased herein, Seller is hereby deemed to sell to Buyer, and, at Buyer's option only, Buyer hereby agrees to purchase, the balance of said Claim at the same percentage of Claim paid herein. Buyer shall remit such payment to Seller upon Buyer's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

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

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

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

Execution of Agreement. This Agreement shall become effective and valid when (a) Seller executes this Agreement and it is received by Buyer and (b) the Agreement is executed by a proper representative of Buyer.

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

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

IN WITNESS WHEREOF, the undersigned hereunto set its hand this 11th day of January, 2018.

Brandon Thomas Designs Inc. ("Seller")

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

By

Signature

Signature

YIFEI CAI, PRESIDENT
Print Name and Title

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

212-391-9137 / Bessie@BrandonThomas.com
Telephone / Email

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

Addendum to Proof of Claim

The following invoices are provided in support of Pioneer Credit Opportunities Fund, LP's (as Assignee & Attorney-in-Fact for Brandon Thomas Designs Inc.) request for allowance of its general unsecured claim and administrative expense claims pursuant to Section 503(b)(9), 503(b)(1) and 507(a)(2) of the United States Bankruptcy Code. Pioneer Credit Opportunities Fund, LP is the Assignee & Attorney-in-Fact for Brandon Thomas Designs Inc. pursuant to the enclosed Assignment of Claim Agreement dated January 11, 2011.

Creditor Brandon Thomas Designs Inc. sold, and debtor Urban Brands, Inc. received, goods with a value of \$372.00 (invoice #116463) within the twenty (20) day period immediately preceding the petition date of September 21, 2010. These goods were sold in the ordinary course of business. To date, Debtor has not paid creditor for these goods.

Please note that one invoice (#116598) relates to goods delivered in the post-petition period which should be allowed as an administrative expense claim pursuant to 11 U.S.C. Sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

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

Invoice No.	Invoice Date	Delivery Date	Ship to:	Invoice Amount	
115653	3/31/2010		Secaucus, NJ	\$ 68,238.00	
115658	4/21/2010		Secaucus, NJ	\$ 35,700.00	
115663	6/2/2010		Secaucus, NJ	\$ 120.00	
115695	6/30/2010		Secaucus, NJ	\$ 31,968.00	
115696	6/30/2010		Secaucus, NJ	\$ 972.00	
115736	7/20/2010		Secaucus, NJ	\$ 38,580.00	
115737	7/20/2010		Secaucus, NJ	\$ 840.00	
115724	7/16/2010		Secaucus, NJ	\$ 678.00	
116025	7/28/2010		Secaucus, NJ	\$ 456.00	
116123	8/18/2010		Secaucus, NJ	\$ 67,032.00	
116124	8/18/2010		Secaucus, NJ	\$ 44,455.50	
116125	8/18/2010		Secaucus, NJ	\$ 17,149.50	
116126	8/18/2010		Secaucus, NJ	\$ 3,559.51	
116150	8/23/2010		Secaucus, NJ	\$ 8,475.00	
116463	9/3/2010	9/7/2010	Secaucus, NJ	\$ 372.00	§503(b)(9) invoice
116598	9/20/2010	9/22/2010	Secaucus, NJ	\$ 348.00	§§503(b)(1), 507(a)(2) invoice
Total				\$ 318,943.51	
Total Section 503(b)(9) Claim				\$ 372.00	
Total Section 503(b)(1), 507(a)(2) Claim				\$ 348.00	
Total General Unsecured Claim				\$ 318,223.51	

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 100 METRO WAY SECAUCUS, NJ 07094
 SECAUCUS, NJ 07094

Register #	Order Dt	Deptment	Piktk #	Comp Dt	Invoice #	Invoice Dt	Ship Store	
8177-0	11/10/09	42	9914	04/07/10	115653-0	03/31/10	ASH070	
Cust P.O.#	Department	Terms	Meas	Slpsn	Routing	Account	Price	Extension
10733	42	NET 10 EOM + 30 DAYS		100	FBI EXPRESS	ASH070	8.50	16,218.00
Ln	Style	Color	Description	Meas	Price	Extension		
1	EU1391AS	BLACK	3/4 SLV RUFFLE CARD		8.50	17,544.00		
-12- 318	-14/16- 636	-18/20- 636	-22/24- 318	-26/28-				
2	EU1391AS	DAFFO	3/4 SLV RUFFLE CARD		8.50	15,351.00		
-12- 344	-14/16- 688	-18/20- 688	-22/24- 344	-26/28-				
3	EU1391AS	ISLAN	3/4 SLV RUFFLE CARD		8.50	19,125.00		
-12- 301	-14/16- 602	-18/20- 602	-22/24- 301	-26/28-				
4	EU1391AS	TURKI	3/4 SLV RUFFLE CARD		8.50	68,238.00		
-12- 375	-14/16- 750	-18/20- 750	-22/24- 375	-26/28-				

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Remarks
 MUST BE IN HOUSE BY CANCEL DATE
 REF# 04 - LA ODS# 3850
 FREIGHT PREPAID & PALLETS & SHRINK WRAP
 APPT. CONF# 040710 IN DC DATE 4/7/10 @ 10:00 AM
 CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
 WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS. GOODS DELIVERED TO TRANSIT COMPANIES
 ARE AT THE RISK OF THE PURCHASER. LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

Total Units	8028	Total \$	68,238.00
Total Cartons	1338	Shipping \$	0.00
		Grand Total	68,238.00

Message
 ORDER COMPLETE

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-381-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 100 METRO WAY SECAUCUS, NJ 07094

Registar #	Order Dt	Piktitk #	Compl Dt	Invoice #	Invoice Dt	Ship Store
8211-0	12/09/09	9823	04/28/10	115658-0	04/21/10	
Cust P.O.#	Department	Terms	Slspan	Routing	Account	
11669	42	NET 10 EOM + 30 DAYS	100	FBI EXPRESS	ASH070	
Ln	Style	Color	Meas	Description	Price	Extension
1	EU1532AS	KIKIO		OFF SHLD SWT	10.00	16,980.00
	-12- -14/16- 566	-18/20- 566	-22/24- 568			
2	EU1532AS	TURKI		OFF SHLD SWT	10.00	18,720.00
	-12- -14/16- 624	-18/20- 624	-22/24- 624			

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Total Units 3570 Total \$ 35,700.00
 Shipping \$ 0.00
 Total Cartons 75 Grand Total 35,700.00

Message
 ORDER COMPLETE

Remarks
 MUST BE IN HOUSE BY CANCEL DATE
 REF# 05 - LA ODS# 3865
 FREIGHT PREPAID / PALLETS & SHRINK WRAP
 APPT CONF# 0428200 FOR IN DC DATE 4/28/10 @2:00PM
 CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
 WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS.GOODS DELIVERED TO TRANSIT COMPANIES
 ARE AT THE RISK OF THE PURCHASER.LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 SECAUCUS, NJ 07094 SECAUCUS, NJ 07094

Register # 8178-0 Order Dt 11/10/09 Deptment 42 Terms NET 10 EOM + 30 DAYS Slpsn 100 Invoice # 115663-0 Invoice Dt 06/02/10 Ship Store Account ASH070

Ln	Style	Color	Meas	Description	Price	Extension
1	EU1200AS	BLACK	-22/24-	L/S RUFFLE BTN	10.00	60.00
	-12- -14/16-		-18/20- 2			
			-22/24- 2			
2	EU1200AS	TURKI	-18/20-	L/S RUFFLE BTN	10.00	60.00
	-12- -14/16-		-22/24- 2			
			-26/28- 2			

Total Units 12 Total \$ 120.00
 Shipping \$ 0.00
 Total Cartons 1 Grand Total 120.00

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Remarks: MUST BE IN HOUSE BY CANCEL DATE
 Message: BALANCE TO FOLLOW

CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS. GOODS DELIVERED TO TRANSIT COMPANIES ARE AT THE RISK OF THE PURCHASER. LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 SECAUCUS, NJ 07084 SECAUCUS, NJ 07084

Register #	Order Dt	Department	Piktik #	Compl Dt	Invoice #	Invoice Dt	Ship Store	
8193-0	11/25/09	42	9920	07/07/10	115695-0	06/30/10		
Cust P.O.#	Department	Terms	Meas	Description	Routing	Account	Price	Extension
11184	42	NET 10 EOM + 30 DAYS	100	SURPLICE SWT	FBI EXPRESS	ASH070	9.00	15,606.00
Ln	Style	Color	Meas	Description	Price	Extension		
1	EU1531AS	FIGIS	-26/28-	SURPLICE SWT	9.00	15,606.00		
-12-	-14/16-	-18/20-	-22/24-					
	578	578	578					
2	EU1531AS	TURKI	-26/28-	SURPLICE SWT	9.00	16,362.00		
-12-	-14/16-	-18/20-	-22/24-					
	606	606	606					

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Total Units 3552 Total \$ 31,968.00
 Shipping \$ 0.00
 Grand Total 60 31,968.00

Message
 ORDER COMPLETE

Remarks
 MUST BE IN HOUSE BY CANCEL DATE

REF# 05 - LA ODS# 3866
 FREIGHT PREPAID / PALLETS & SHRINK WRAP
 APPT CONF# 0707200 FOR IN DC DATE 7/7/10 @2:00PM
 CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
 WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS. GOODS DELIVERED TO TRANSIT COMPANIES
 ARE AT THE RISK OF THE PURCHASER. LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 100 METRO WAY SECAUCUS, NJ 07094

Register # 8194-0 Order Dt 11/25/09 Dept 42 Compl Dt 07/07/10 Ship # 115696-0 Invoice Dt 06/30/10 Ship Store ASH070

Cust P.O.# 11187 Department 42 Terms NET 10 EOM + 30 DAYS Slpsn 100 Routing FBI EXPRESS Account ASH070

Ln 1 SMe EU1531AS Color FIGIS Meas Description SURPLICE SWT Price 9.00 Extension 432.00

-12- -14/16- 16 -18/20- 16 -22/24- 16 -26/28- 16

2 EU1531AS TURKI SURPLICE SWT 9.00 540.00

-12- -14/16- 20 -18/20- 20 -22/24- 20 -26/28- 20

Please remit to:
 BRANDON THOMAS DESIGNS INC , NEW YORK,NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Total Units 108 Total \$ 972.00
 Total Cartons 6 Shipping \$ 0.00
 Grand Total 972.00

Remarks
 MUST BE IN HOUSE BY CANCEL DATE
 REF# 05 - LA ODS# 3866A
 FREIGHT PREPAID / LOOSE FREIGHT - NO PALLET
 APPT CONF# 0707200 FOR IN DC DATE 7/7/10 @2:00PM
 CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
 WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS.GOODS DELIVERED TO TRANSIT COMPANIES
 ARE AT THE RISK OF THE PURCHASER.LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

Message
 ORDER COMPLETE

INVOICE

BRANDON THOMAS DESIGNS INC
1407 BROADWAY, ROOM 803
PHONE # 212-391-9137
NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
ATTN: ACCOUNTS PAYABLE 100 METRO WAY
SECAUCUS, NJ 07094 SECAUCUS, NJ 07094

Register # 8178-0 Order Dt 11/10/09 Deptment 42 Piktik # 9948 Compl Dt 07/28/10 Invoice # 115736-0 Invoice Dt 07/20/10 Ship Store

Cust P.O.# 10731 Terms NET 10 EOM + 30 DAYS Slipsn 100 Routing FBI EXPRESS Account ASH070

Ln	Style	Color	Meas	Description	Price	Extension
1	EU1200AS	BLACK	-22/24-	L/S RUFFLE BTN	10.00	18,180.00
	-12- -14/16-	606	606			
2	EU1200AS	TURKI	-22/24-	L/S RUFFLE BTN	10.00	20,400.00
	-12- -14/16-	680	680			

Please remit to:
BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
If this bill is not found to be correct in all respects
BRANDON THOMAS DESIGNS INC must be notified at once

Total Units 3858 Total \$ 38,580.00
Shipping \$ 0.00
Total Cartons 161 Grand Total 38,580.00

Remarks
MUST BE IN HOUSE BY CANCEL DATE
REF# 13 - LA ODS# 3847
FREIGHT PREPAID / PALLETS & SHRINK WRAP
APPT CONF# 0727200 FOR IN DC DATE 7/27/10 @2:00PM
CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS. GOODS DELIVERED TO TRANSIT COMPANIES
ARE AT THE RISK OF THE PURCHASER. LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

Message
ORDER COMPLETE

INVOICE

BRANDON THOMAS DESIGNS INC
1407 BROADWAY, ROOM 803
PHONE # 212-391-9137
NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
ATTN: ACCOUNTS PAYABLE 100 METRO WAY
100 METRO WAY SECAUCUS, NJ 07094
SECAUCUS, NJ 07094

Register # 8179-0 Order Dt 11/10/09 Dept 42 Compl Dt 07/28/10 Invoice # 115737-0 Invoice Dt 07/20/10 Ship Store

Cust P.O.# 10748 Terms NET 10 EOM + 30 DAYS 100 Slspsn 100 Routing FBI EXPRESS Account ASH070

Ln	Style	Color	Meas	Description	Price	Extension
1	EU1200AS	BLACK	-22/24- 12	L/S RUFFLE BTN	10.00	360.00
	-12- -14/16- 12	-18/20- 12	-22/24- 12			
2	EU1200AS	TURKI	-22/24- 16	L/S RUFFLE BTN	10.00	480.00
	-12- -14/16- 16	-18/20- 16	-22/24- 16			

Please remit to:
BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
if this bill is not found to be correct in all respects
BRANDON THOMAS DESIGNS INC must be notified at once

Total Units 84 Total \$ 840.00
Shipping \$ 0.00
Total Cartons 9 Grand Total 840.00

Remarks: MUST BE IN HOUSE BY CANCEL DATE
REF# 13 - LA ODS# 3847A
FREIGHT PREPAID / NO PALLET - LOOSE FREIGHT
APPT CONF# 0727200 FOR IN DC DATE 7/27/10 @2:00PM
Message: ORDER COMPLETE

CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS GOODS DELIVERED TO TRANSIT COMPANIES
ARE AT THE RISK OF THE PURCHASER. LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 100 METRO WAY SECAUCUS, NJ 07094
 SECAUCUS, NJ 07094

Register # 8417-0 Order Dt 04/12/10 Dept 20 Piktik # 10291 Compl Dt 08/11/10 Invoice # 115724-0 Invoice Dt 07/16/10 Ship Store

Cust P.O.#	13832	Terms	NET 10 EOM + 30 DAYS	Slpsn	100	Routing	FEDERAL EXPRESS NEXT	Account	ASH070				
Ln	1	Style	8804JAS	Color	BLACK	Meas	-XL-	Description	GROMMET JKT	Price	28.25	Extension	339.00
			-S-		-L-		4		-1X-				
							6		-2X-				
							2		-3X-				
							2						
							6		-2X-				
							2		-3X-				
							2						
							6						

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Remarks
 MUST BE IN HOUSE BY CANCEL DATE

Message
 BALANCE TO FOLLOW

CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
 WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS.GOODS DELIVERED TO TRANSIT COMPANIES
 ARE AT THE RISK OF THE PURCHASER.LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

Total Units	24	Total \$	678.00
Total Cartons	1	Shipping \$	0.00
		Grand Total	678.00

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 SECAUCUS, NJ 07094 SECAUCUS, NJ 07094

Register #	Order Dt	Department	Piktik #	Compl Dt	Invoice #	Invoice Dt	Ship Store
8402-0	04/05/10	20	10362	08/25/10	116025-0	07/28/10	
Cust P.O.#	Terms	Department	Meas	Description	Routing	Account	Price
13539	NET 10 EOM + 30 DAYS	20	-XL-	PU RUFFLE BTM JKT	FEDEX OVERNIGHT	ASH070	19.00
Ln	Style	Color	-M-	-1X-	-2X-	-3X-	Extension
1	8883DAS	BLACK	-L-	4	6	2	228.00
	-XS-						
Ln	Style	Color	-M-	-1X-	-2X-	-3X-	Price
2	8883DAS	SADDLE	-L-	4	6	2	19.00
	-XS-						228.00

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Total Units	24	Total \$	456.00
Total Cartons	1	Shipping \$	0.00
		Grand Total	456.00

Remarks
 MUST BE IN HOUSE BY CANCEL DATE
 Message
 BALANCE TO FOLLOW

CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS. GOODS DELIVERED TO TRANSIT COMPANIES ARE AT THE RISK OF THE PURCHASER. LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 SECAUCUS, NJ 07094 SECAUCUS, NJ 07094

Register # 8402-0 Order Dt 04/05/10 Dept 20 Piktik # 10438 Compl Dt 08/25/10 Invoice # 116123-0 Invoice Dt 08/18/10 Ship Store

Cust P.O.# 13539 Terms NET 10 EOM + 30 DAYS Dispatch 100 Routing FBI EXPRESS Account ASH070

Ln	Style	Color	Meas	Description	Price	Extension
1	8883DAS	BLACK	-XL-	PU RUFFLE BTM JKT	19.00	33,516.00
	-XS-	-M-	-XL-	588		
				-1X- 882		
				-2X- 294		
2	8883DAS	SADDLE	-XL-	PU RUFFLE BTM JKT	19.00	33,516.00
	-XS-	-L-	-XL-	588		
				-1X- 882		
				-2X- 294		

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Remarks
 MUST BE IN HOUSE BY CANCEL DATE
 REF# 53-LA ODS# 4082
 FREIGHT PREPAID/PALLETS & SHRINK WRAP
 APPT CONF#

CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
 WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS. GOODS DELIVERED TO TRANSIT COMPANIES
 ARE AT THE RISK OF THE PURCHASER. LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

Total Units 3528 Total \$ 67,032.00
 Total Cartons 198 Shipping \$ 0.00
 Grand Total 67,032.00

Message
 ORDER COMPLETE

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 SECAUCUS, NJ 07094 SECAUCUS, NJ 07094

Register # 9573-0 Order Dt 08/13/10 Deptment 20 Piktik # 10458 Compl Dt 08/27/10 Invoice # 116125-0 Invoice Dt 08/18/10 Ship Store

Cust P.O.# 15913 Terms NET 10 EOM + 30 DAYS Slpsn 100 Routing FBI EXPRESS Account ASH070

Ln	Style	Color	Meas	Description	Price	Extension
1	8804JAS	BLACK	-XL-	GROMMET JKT	27.75	13,986.00
	-XS-	-M-	-L-	-1X- 168		
				-2X- 252		
				-3X- 84		
2	8804JAS	OFFWHITE	-XL-	GROMMET JKT	27.75	3,163.50
	-XS-	-M-	-L-	-1X- 38		
				-2X- 57		
				-3X- 19		

Total Units 618 Total \$ 17,149.50
 Total Cartons 103 Shipping \$ 0.00
 Grand Total 17,149.50

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Remarks
 MUST BE IN HOUSE BY CANCEL DATE
 REF# 59-LA ODS# 4084
 FREIGHT PREPAID PALLETS & SHRINK WRAP
 APPT CONF#
 Message
 ORDER COMPLETE

CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
 WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS.GOODS DELIVERED TO TRANSIT COMPANIES
 ARE AT THE RISK OF THE PURCHASER.LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-8137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 100 METRO WAY SECAUCUS, NJ 07094

Register # 8546-0 Order Dt 05/24/10 Pkltk # 10437 Compl Dt 08/25/10 Invoice # 116150-0 Invoice Dt 08/23/10 Ship Store

Cust P.O.# 14503 Department 20 Terms NET 10 EOM + 30 DAYS Slpsn 100 Routing FBI EXPRESS Account ASH070 Price 28.25 Extension 8,475.00

Ln	Style	Color	Meas	Description	-1X-	-2X-	-3X-	Total Units	Total \$
1	8804JAS	BLACK	-L-	GROMMET JKT	100	150	50	300	8,475.00
	-XS-	-M-	-L-						
									Shipping \$ 0.00
								Total Cartons 50	Grand Total 8,475.00

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Remarks
 MUST BE IN HOUSE BY CANCEL DATE
 REF# 195A-LA ODS# 4084B
 FREIGHT PREPAID/PALLETS & SHRINK WRAP
 APPT CONF#082711 FOR INDC DATE 8/27/10 @11:00AM
 CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS
 WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS.GOODS DELIVERED TO TRANSIT COMPANIES
 ARE AT THE RISK OF THE PURCHASER.LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

Message
 ORDER COMPLETE

INVOICE

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 100 METRO WAY SECAUCUS, NJ 07094

Register # 8497-0 Order Dt 05/05/10 Dept # 20 Pkttk # 10709 Compl Dt 09/29/10 Invoice # 116463-0 Invoice Dt 09/03/10 Ship Store

Cust P.O.# 14174 Department 20 Terms NET 10 EOM + 30 DAYS Sigosp 100 Routing FEDEX OVERNIGHT Account ASH070
 Price 15.50 Extension 186.00

Ln	Style	Color	Meas	Description	Routing	Price	Extension
1	-XS- 8997FAS	-M- BOSSA	-XL- 4	-1X- PUFF VEST	-2X- 6	-3X- 2	186.00
2	-XS- 8997FAS	-M- STEEL	-XL- 4	-1X- PUFF VEST	-2X- 6	-3X- 2	186.00

Please remit to:
 BRANDON THOMAS DESIGNS INC, NEW YORK, NY 100185100
 If this bill is not found to be correct in all respects
 BRANDON THOMAS DESIGNS INC must be notified at once

Remarks
 MUST BE IN HOUSE BY CANCEL DATE

CLAIMS AND RETURNS REQUESTS MUST BE MADE IN WRITING WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE. ABSOLUTELY NO RETURNS WILL BE ACCEPTED UNLESS OUR AUTHORIZATION STICKER IS AFFIXED TO PACKAGE VIA UPS. GOODS DELIVERED TO TRANSIT COMPANIES ARE AT THE RISK OF THE PURCHASER. LATE PAYMENTS SUBJECT TO INTEREST CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM)

Message
 BALANCE TO FOLLOW

Total Units 24 Total \$ 372.00
 Total Cartons 1 Shipping \$ 0.00
 Grand Total 372.00

PICKING TICKET

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

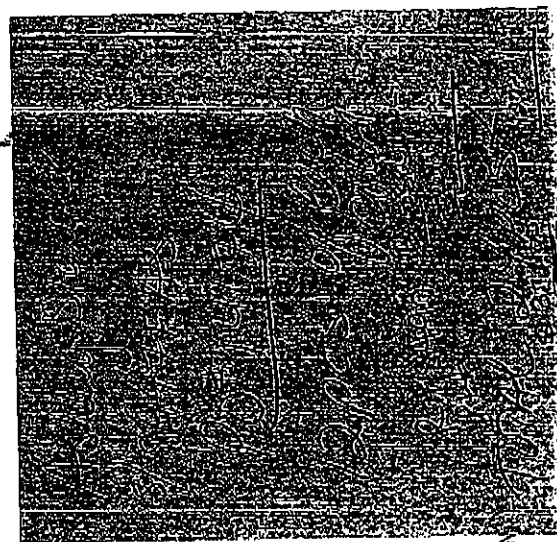
Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 100 METRO WAY SECAUCUS, NJ 07094

Register # 8497-0 Order Dt 06/05/10 Start Dt 09/27/10 Compl Dt 09/29/10 Pk/Dt # 10709-0 Pk/Dt 09/03/10 Ship Store NEW YORK OFFICE Warehouse NEW YORK OFFICE

Cust P.O.# 14174 Department 20 Terms NET 10 EOM + 30 DAYS Slspn 100 Routing FEDEX OVERNIGHT Account ASH070

Tax # 7133-3331-4459

Ln	Style	Color	Meas	Description	-3X-	-2X-	-1X-	Total
1	8997FAS	-M-	-XL-	PUFF VEST	2	6	4	12
2	8997FAS	-M-	-XL-	PUFF VEST	2	6	4	12
								24



60.8 lbs

Remarks: MUST BE IN HOUSE BY CAN Message: BALANCE TO FOLLOW



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Delivered

Delivered
Signed for by: O.CASTILLO

Shipment Dates Ship date Sep 3, 2010 Delivery date Sep 7, 2010 9:41 AM	Destination SECAUCUS, NJ Signature Proof of Delivery
---	--

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Service type	Standard Overnight
--------------	--------------------

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Date/Time	Activity	Location	Details
Sep 7, 2010 9:41 AM	Delivered	SECAUCUS, NJ	

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PICKING TICKET

BRANDON THOMAS DESIGNS INC
 1407 BROADWAY, ROOM 803
 PHONE # 212-391-9137
 NEW YORK NY 100185100

Bill To: URBAN BRANDS CORPORATE OFFICE Ship To: UBI WAREHOUSE-ASHLEY STEWART
 ATTN: ACCOUNTS PAYABLE 100 METRO WAY
 SECAUCUS, NJ 07094 SECAUCUS, NJ 07094

Register # 8538-0 Order Dt 05/18/10 Start Dt 10/11/10 Compl Dt 10/13/10 Pk/ik # 10857-0 Ship Store NEW YORK OFFICE Warehouse NEW YORK OFFICE

Cust P.O.# 15548 Department 20 Terms NET 10 EOM + 30 DAYS Slipsn 100 Routing FEDEX 2ND DAY Account ASH070

Ln Style 9412JASAX -S- Color BLACK -L- Meas -XL- Description DB WOOL JKT -2X- 6

1 -XS- -M- -L- -XL- 4 -2X- 6 -3X- 2 Total 12

Total 12

9412JASAX
 VANISHE H. GUSHKIN
 Color: BLACK → 9412JASAX
 PD 15548
 10/13/10 - 10/13/10

20 LBS

7 items picked up on 10/13/10

Remarks
 2 PREPACK (2-3-1) samples

Message
 BALANCE TO FOLLOW



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Tracking no.: 713323315227

Select time format: 12H | 24H

E-mail notifications

Delivered



Delivered
Signed for by: O.CASTILLO

Shipment Dates

Ship date Ⓞ Sep 20, 2010
Delivery date Ⓞ Sep 22, 2010 10:13 AM

Destination

SECAUCUS, NJ
Signature Proof of Delivery Ⓞ

Shipment Options

Help

Hold at FedEx Location
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Shipment Facts

Help

Service type FedEx 2Day Service

Shipment Travel History

Help

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Date/Time	Activity	Location	Details
Sep 22, 2010 10:13 AM	Delivered	SECAUCUS, NJ	

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Pioneer Credit Opportunities Fund, L.P.

Greeley Square Station, P.O. Box 20188
39 W. 31st Street
New York, NY 10001
Tel: 646-237-6969 • Fax: 216-839-5330

January 19, 2011

BMC Group, Inc.
Attn: Urban Brands Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

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

Dear Sir/Madam:

Please find enclosed a proof of claim for Pioneer Credit Opportunities Fund, LP as Assignee and Attorney-in-Fact for Brandon Thomas Designs Inc.

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

Thank you for your assistance with this matter.

Sincerely,



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