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| <b>UNITED STATES BANKRUPTCY COURT</b>  |  | <b>PROOF OF CLAIM</b>  |
| Name of Debtor: <u>URBAN BRANDS, INC.</u>  |  | Case Number: <u>10-13005 (KJC)</u>   |
| 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):<br><u>MICHAEL A. ABATE</u>  |  | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.<br><br>Court Claim Number: _____<br>(If known)<br><br>Filed on: _____   |
| Name and address where notices should be sent:<br><u>MICHAEL A. ABATE</u><br><u>35 LEFKE LANE</u><br><u>WHIPPANY, NEW JERSEY 07981</u>   |  |  |
| Telephone number:<br><u>973-887-5393</u>   |  |  |
| Name and address where payment should be sent (if different from above):<br><u>SAME</u>  |  | <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.<br><br><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.  |
| Telephone number:<br><u>BMC GROUP</u>  |  |  |
| 1. Amount of Claim as of Date Case Filed: \$ <u>86,230.02</u>  |  | 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.<br><br>Specify the priority of the claim.<br><br><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).<br><br><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).<br><br><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).<br><br><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).<br><br><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).<br><br><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).<br><br>Amount entitled to priority:<br>\$ _____<br><br><small>*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.</small> |
| 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.<br><br>If all or part of your claim is entitled to priority, complete item 5.<br><br><input 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.   |  |  |
| 2. Basis for Claim: <u>MANAGEMENT NOTES FROM URBAN BRANDS, INC.</u><br>(See instruction #2 on reverse side.)   |  |  |
| 3. Last four digits of any number by which creditor identifies debtor: _____<br><br>3a. Debtor may have scheduled account as: _____<br>(See instruction #3a on reverse side.)  |  |  |
| 4. Secured Claim (See instruction #4 on reverse side.)<br>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.<br><br>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other<br>Describe:<br><br>Value of Property: \$ _____ Annual Interest Rate _____ %<br><br>Amount of arrearage and other charges as of time case filed included in secured claim,<br>if any: \$ _____ Basis for perfection: _____<br><br>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.)<br><br>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.<br><br>If the documents are not available, please explain:                               |  |  |
| Date: <u>1/20/11</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.<br><br><u>Michael A. Abate</u> |  |
|  |  | <b>FOR COURT USE ONLY</b><br><br>Urban Brands<br><br>00567  |

**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, Central District of California), 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. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. 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 a person, corporation, or other entity owed a debt by the debtor that arose on or before 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 owed by the debtor that arose 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 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 agent 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****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may contact BMC Group ([info@bmcgroup.com](mailto:info@bmcgroup.com)).

**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.

THE OFFER AND SALE OF THE SECURITY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR QUALIFIED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT IS IN EFFECT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE HOLDER OF THIS SECURITY IS SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT, DATED AS OF APRIL 19, 2004 (AS AMENDED, MODIFIED, SUPPLEMENTED, OR RESTATED FROM TIME TO TIME, THE "PURCHASE AGREEMENT"), AMONG URBAN BRANDS, INC. (THE "COMPANY"), THE GUARANTORS NAMED THEREIN AND THE PURCHASERS NAMED THEREIN. A COPY OF SUCH PURCHASE AGREEMENT IS AVAILABLE AT THE OFFICES OF THE COMPANY.

AMENDED AND RESTATED 10.38% SENIOR NOTES DUE 2011

No. AR-010

\$35,000

Urban Brands, Inc., a corporation duly organized and existing under the laws of Delaware (herein called the "Company", which term includes any successor Person under the Purchase Agreement), for value received, hereby promises to pay to MICHAEL A. ABATE, or registered assigns, the principal sum of THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00) (as such amount may be increased from time to time in accordance with Paragraph 2 on the reverse of this Note) on February 15, 2011 (the "Stated Maturity Date").

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: April 21, 2010

URBAN BRANDS, INC.

By: Laura A. Weil  
Laura A. Weil, Chief Executive Officer

Attest:

By: Michael A. Abate  
Michael A. Abate, Vice President – Finance,  
Treasurer and Assistant Secretary

[Form of Reverse of Note]

1. **General.** This Note is one of a duly authorized issue of Notes of the Company designated as its 10.38% Senior Notes due 2011 (herein called the "Notes"), limited in aggregate principal amount to the sum of (a) \$20,000,000.00 and (b) the amount of interest which, in accordance with the terms of Paragraph 2 below may be capitalized and added to the principal amount of the Notes, in each case, issued and to be issued pursuant to the Purchase Agreement to which Purchase Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company and the Noteholders and of the terms upon which the Notes are, and are to be, issued and delivered.

Principal on this Note shall be payable only against surrender therefor, while payments of interest on this Note shall be made, in accordance with the Purchase Agreement and subject to applicable laws and regulations, by check mailed on or before the due date for such payment to the person entitled thereto at such person's address appearing on the Security Register or, by wire transfer to such account as any Noteholder shall designate by written instructions received by the Company no less than 15 days prior to any applicable Interest Payment Date, which wire instruction shall continue in effect until such time as the Noteholder otherwise notifies the Company or such Noteholder no longer is the registered owner of this Note.

2. **Interest.** The Company promises to pay interest on the principal amount of this Note from the date of issuance of this Note (or any Predecessor Note) or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrears on April 15 in each year commencing April 15, 2005 (each, an "Interest Payment Date") and at Stated Maturity at the rate of 10.38% *per annum*, until the principal hereof is paid; *provided, however*, that on each such Interest Payment Date the Company may, at its option and in its sole discretion, in lieu of the payment in whole or in part of interest due on this Note, by adding such unpaid amount to the principal amount of this Note on such Interest Payment Date. If the Company elects to pay a portion of the interest due on this Note through an increase in the principal amount of this Note as provided in the immediately preceding sentence, the Company shall, within five (5) Business Days of each relevant Interest Payment Date, deliver to the Noteholder of this Note written notice of such election, which notice shall also state the amount of interest so added to the principal of this Note and the new principal amount of this Note.

To the extent that the payment of such interest shall be legally enforceable, any principal of, or premium or installment of interest on, this Note which is overdue shall bear interest at the rate of 2% *per annum* in excess of the rate of interest then borne by the Notes ("default interest") from the date such amounts are due until they are paid, and the entire amount of such default interest shall be payable in cash.

Interest on this Note shall be computed on the basis of a 360-day year of twelve 30-day months.

All interest payable, on any Interest Payment Date will, as provided in the Purchase Agreement, be paid to the Person in whose name this Note (or one or more Predecessor

Notes) is registered at the close of business on the "Regular Record Date" for such interest, which shall be the fifteenth calendar day (whether or not a Business Day) immediately preceding such Interest Payment Date. Notwithstanding the foregoing, if this Note is issued after a Regular Record Date and prior to an Interest Payment Date, the record date for such Interest Payment Date shall be the original issue date.

3. **Optional Redemption.** The Company may, at its option, redeem the Notes, in whole or in part at any time after the Closing Date by paying the principal amount owned thereon plus accrued and unpaid interest, if any, to the Redemption Date:

4. **Procedures for Redemption.** If less than all the Notes are to be redeemed, the Notes shall be redeemed *pro rata* from each Noteholder.

In the event of redemption or purchase pursuant to an offer to purchase this Note in part only, a new Note or Notes for the unredeemed or unpurchased portion hereof will be issued in the name of the Noteholder hereof upon the cancellation hereof.

5. **Events of Default.** If an Event of Default shall occur and be continuing, the principal of all the Notes may be declared due and payable in the manner and with the effect provided in the Purchase Agreement.

6. **Offers to Purchase Notes.** The Purchase Agreement provides that, subject to certain conditions, if (i) certain Excess Proceeds are available to the Company as a result of Asset Sales, (ii) a Change of Control occurs or (iii) certain Excess Equity/Debt Proceeds are available to the Company as a result of an Equity Sale or Debt Incurrence, the Company shall be required to make an offer to purchase all or a specified portion of the Notes as provided for in the Purchase Agreement and the Subordination Agreement.

7. **Amendments, Modifications and Waivers.** The Purchase Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and certain rights of the Noteholders under the Purchase Agreement at any time by the Company with the consent of the holders of a majority in aggregate principal amount of the Notes at the time outstanding. The Purchase Agreement also contains provisions permitting the Noteholders of specified percentages in the aggregate principal amount of the Notes at the time outstanding, on behalf of the Noteholders of all the Notes, to waive compliance by the Company with certain provisions of the Agreement and certain past defaults under the Agreement and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such Noteholder and upon all future Noteholders and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

8. **Registration of Transfer.** As provided in the Purchase Agreement and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the principal offices of the Company, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by, the holder hereof or his attorney duly authorized

in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations authorized under the Purchase Agreement. As provided in the Purchase Agreement and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a different authorized denomination, as requested by the Noteholder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company and any agent of the Company may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

9. **Miscellaneous.** All terms used in this Note which are defined in the Purchase Agreement shall have the meanings assigned to them in the Purchase Agreement.

10. **REPLACEMENT. THIS NOTE IS ISSUED IN SUBSTITUTION FOR AND REPLACEMENT OF, BUT NOT IN PAYMENT OF, THE PREDECESSOR NOTE, WHICH WAS THE 10.38% SENIOR NOTE DUE 2010, NO. 010, ISSUED PURSUANT TO THE PURCHASE AGREEMENT AND PAYABLE TO THE ORDER OF MICHAEL A. ABATE, IN THE STATED PRINCIPAL AMOUNT OF \$35,000.00.**

11. **THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.**

### OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased in its entirety by the Company pursuant to Section 7.08, 7.09 or 7.10 of the Agreement, check the box:

☐

If you want to elect to have only a part of the principal amount of this Note purchased by the Company pursuant to Section 7.08, 7.09 or 7.10 of the Agreement, state the portion of such amount: \$ \_\_\_\_\_.

Dated:

Your Signature: \_\_\_\_\_

(Sign exactly as name appears on the other side of this Note)

Signature Guarantee:

\_\_\_\_\_  
(Signature must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signature Program ("MSP") or such other signature guarantee program as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.)



THE OFFER AND SALE OF THE SECURITY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR QUALIFIED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT IS IN EFFECT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE HOLDER OF THIS SECURITY IS SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT, DATED AS OF AUGUST 27, 2007 (AS AMENDED, MODIFIED, SUPPLEMENTED, OR RESTATED FROM TIME TO TIME, THE "PURCHASE AGREEMENT"), AMONG URBAN BRANDS, INC. (THE "COMPANY"), THE GUARANTORS NAMED THEREIN AND THE PURCHASERS NAMED THEREIN. A COPY OF SUCH PURCHASE AGREEMENT IS AVAILABLE AT THE OFFICES OF THE COMPANY.

AMENDED AND RESTATED 10.38% SENIOR NOTES DUE 2011

No. AR-1-008

\$9,000


Urban Brands, Inc., a corporation duly organized and existing under the laws of Delaware (herein called the "Company", which term includes any successor Person under the Purchase Agreement), for value received, hereby promises to pay to MICHAEL ABATE, or registered assigns, the principal sum of NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) (as such amount may be increased from time to time in accordance with Paragraph 2 on the reverse of this Note) on February 15, 2011 (the "Stated Maturity Date").

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.


IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: Dated: April 21, 2010

URBAN BRANDS, INC.

By:   
Laura A. Weil, Chief Executive Officer

Attest:

By:   
Michael A. Abate, Vice President – Finance,  
Treasurer and Assistant Secretary

[Form of Reverse of Note]

1. **General.** This Note is one of a duly authorized issue of Notes of the Company designated as its 10.38% Senior Notes due 2011 (herein called the "Notes"), limited in aggregate principal amount to the sum of (a) \$10,000,000.00 and (b) the amount of interest which, in accordance with the terms of Paragraph 2 below may be capitalized and added to the principal amount of the Notes, in each case, issued and to be issued pursuant to the Purchase Agreement to which Purchase Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company and the Noteholders and of the terms upon which the Notes are, and are to be, issued and delivered.

Principal on this Note shall be payable only against surrender therefor, while payments of interest on this Note shall be made, in accordance with the Purchase Agreement and subject to applicable laws and regulations, by check mailed on or before the due date for such payment to the person entitled thereto at such person's address appearing on the Security Register or, by wire transfer to such account as any Noteholder shall designate by written instructions received by the Company no less than 15 days prior to any applicable Interest Payment Date, which wire instruction shall continue in effect until such time as the Noteholder otherwise notifies the Company or such Noteholder no longer is the registered owner of this Note.

2. **Interest.** The Company promises to pay interest on the principal amount of this Note from the date of issuance of this Note (or any Predecessor Note) or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrears on April 15 in each year commencing April 15, 2008 (each, an "Interest Payment Date") and at Stated Maturity at the rate of 10.38% *per annum*, until the principal hereof is paid; *provided, however*, that on each such Interest Payment Date the Company may, at its option and in its sole discretion, in lieu of the payment in whole or in part of interest due on this Note, by adding such unpaid amount to the principal amount of this Note on such Interest Payment Date. If the Company elects to pay a portion of the interest due on this Note through an increase in the principal amount of this Note as provided in the immediately preceding sentence, the Company shall, within five (5) Business Days of each relevant Interest Payment Date, deliver to the Noteholder of this Note written notice of such election, which notice shall also state the amount of interest so added to the principal of this Note and the new principal amount of this Note.

To the extent that the payment of such interest shall be legally enforceable, any principal of, or premium or installment of interest on, this Note which is overdue shall bear interest at the rate of 2% *per annum* in excess of the rate of interest then borne by the Notes ("default interest") from the date such amounts are due until they are paid, and the entire amount of such default interest shall be payable in cash.

Interest on this Note shall be computed on the basis of a 360-day year of twelve 30-day months.

All interest payable, on any Interest Payment Date will, as provided in the Purchase Agreement, be paid to the Person in whose name this Note (or one or more Predecessor

Notes) is registered at the close of business on the "Regular Record Date" for such interest, which shall be the fifteenth calendar day (whether or not a Business Day) immediately preceding such Interest Payment Date. Notwithstanding the foregoing, if this Note is issued after a Regular Record Date and prior to an Interest Payment Date, the record date for such Interest Payment Date shall be the original issue date.

3. **Optional Redemption.** The Company may, at its option, redeem the Notes, in whole or in part at any time after the Closing Date by paying the principal amount owned thereon plus accrued and unpaid interest, if any, to the Redemption Date:

4. **Procedures for Redemption.** If less than all the Notes are to be redeemed, the Notes shall be redeemed *pro rata* from each Noteholder.

In the event of redemption or purchase pursuant to an offer to purchase this Note in part only, a new Note or Notes for the unredeemed or unpurchased portion hereof will be issued in the name of the Noteholder hereof upon the cancellation hereof.

5. **Events of Default.** If an Event of Default shall occur and be continuing, the principal of all the Notes may be declared due and payable in the manner and with the effect provided in the Purchase Agreement.

6. **Offers to Purchase Notes.** The Purchase Agreement provides that, subject to certain conditions, if (i) certain Excess Proceeds are available to the Company as a result of Asset Sales, (ii) a Change of Control occurs or (iii) certain Excess Equity/Debt Proceeds are available to the Company as a result of an Equity Sale or Debt Incurrence, the Company shall be required to make an offer to purchase all or a specified portion of the Notes as provided for in the Purchase Agreement and the Subordination Agreement.

7. **Amendments, Modifications and Waivers.** The Purchase Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and certain rights of the Noteholders under the Purchase Agreement at any time by the Company with the consent of the holders of a majority in aggregate principal amount of the Notes at the time outstanding. The Purchase Agreement also contains provisions permitting the Noteholders of specified percentages in the aggregate principal amount of the Notes at the time outstanding, on behalf of the Noteholders of all the Notes, to waive compliance by the Company with certain provisions of the Agreement and certain past defaults under the Agreement and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such Noteholder and upon all future Noteholders and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

8. **Registration of Transfer.** As provided in the Purchase Agreement and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the principal offices of the Company, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by, the holder hereof or his attorney duly authorized

in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations authorized under the Purchase Agreement. As provided in the Purchase Agreement and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a different authorized denomination, as requested by the Noteholder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Note for registration of transfer, the Company and any agent of the Company may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

9. **Miscellaneous.** All terms used in this Note which are defined in the Purchase Agreement shall have the meanings assigned to them in the Purchase Agreement.

10. **REPLACEMENT. THIS NOTE IS ISSUED IN SUBSTITUTION FOR AND REPLACEMENT OF, BUT NOT IN PAYMENT OF, THE PREDECESSOR NOTE, WHICH WAS THE 10.38% SENIOR NOTE DUE 2010, NO. 1-008, ISSUED PURSUANT TO THE PURCHASE AGREEMENT AND PAYABLE TO THE ORDER OF MICHAEL ABATE, IN THE STATED PRINCIPAL AMOUNT OF \$9,000.00.**

11. **THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.**

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased in its entirety by the Company pursuant to Section 7.08, 7.09 or 7.10 of the Agreement, check the box:

☐

If you want to elect to have only a part of the principal amount of this Note purchased by the Company pursuant to Section 7.08, 7.09 or 7.10 of the Agreement, state the portion of such amount: \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

Your Signature: \_\_\_\_\_  
(Sign exactly as name appears on the other side of this Note)

Signature Guarantee:

\_\_\_\_\_  
(Signature must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signature Program ("MSP") or such other signature guarantee program as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.)

THE OFFER AND SALE OF THE SECURITY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR QUALIFIED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT IS IN EFFECT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE HOLDER OF THIS SECURITY IS SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT, DATED AS OF AUGUST 27, 2007 (AS AMENDED, MODIFIED, SUPPLEMENTED, OR RESTATED FROM TIME TO TIME, THE "PURCHASE AGREEMENT"), AMONG URBAN BRANDS, INC. (THE "COMPANY"), THE GUARANTORS NAMED THEREIN AND THE PURCHASERS NAMED THEREIN. A COPY OF SUCH PURCHASE AGREEMENT IS AVAILABLE AT THE OFFICES OF THE COMPANY.

AMENDED AND RESTATED 10.38% SENIOR NOTES DUE 2011

No. AR-1-022

\$6,000

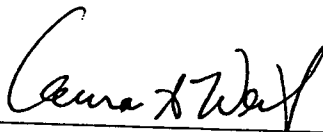
Urban Brands, Inc., a corporation duly organized and existing under the laws of Delaware (herein called the "Company", which term includes any successor Person under the Purchase Agreement), for value received, hereby promises to pay to MICHAEL ABATE, or registered assigns, the principal sum of SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00) (as such amount may be increased from time to time in accordance with Paragraph 2 on the reverse of this Note) on February 15, 2011 (the "Stated Maturity Date").

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.


IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: Dated: April 21, 2010

URBAN BRANDS, INC.

By:   
Laura A. Weil, Chief Executive Officer

Attest:

By:   
Michael A. Abate, Vice President – Finance,  
Treasurer and Assistant Secretary



[Form of Reverse of Note]

1. **General.** This Note is one of a duly authorized issue of Notes of the Company designated as its 10.38% Senior Notes due 2011 (herein called the "Notes"), limited in aggregate principal amount to the sum of (a) \$10,000,000.00 and (b) the amount of interest which, in accordance with the terms of Paragraph 2 below may be capitalized and added to the principal amount of the Notes, in each case, issued and to be issued pursuant to the Purchase Agreement to which Purchase Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company and the Noteholders and of the terms upon which the Notes are, and are to be, issued and delivered.

Principal on this Note shall be payable only against surrender therefor, while payments of interest on this Note shall be made, in accordance with the Purchase Agreement and subject to applicable laws and regulations, by check mailed on or before the due date for such payment to the person entitled thereto at such person's address appearing on the Security Register or, by wire transfer to such account as any Noteholder shall designate by written instructions received by the Company no less than 15 days prior to any applicable Interest Payment Date, which wire instruction shall continue in effect until such time as the Noteholder otherwise notifies the Company or such Noteholder no longer is the registered owner of this Note.

2. **Interest.** The Company promises to pay interest on the principal amount of this Note from the date of issuance of this Note (or any Predecessor Note) or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrears on April 15 in each year commencing April 15, 2008 (each, an "Interest Payment Date") and at Stated Maturity at the rate of 10.38% *per annum*, until the principal hereof is paid; *provided, however*, that on each such Interest Payment Date the Company may, at its option and in its sole discretion, in lieu of the payment in whole or in part of interest due on this Note, by adding such unpaid amount to the principal amount of this Note on such Interest Payment Date. If the Company elects to pay a portion of the interest due on this Note through an increase in the principal amount of this Note as provided in the immediately preceding sentence, the Company shall, within five (5) Business Days of each relevant Interest Payment Date, deliver to the Noteholder of this Note written notice of such election, which notice shall also state the amount of interest so added to the principal of this Note and the new principal amount of this Note.

To the extent that the payment of such interest shall be legally enforceable, any principal of, or premium or installment of interest on, this Note which is overdue shall bear interest at the rate of 2% *per annum* in excess of the rate of interest then borne by the Notes ("default interest") from the date such amounts are due until they are paid, and the entire amount of such default interest shall be payable in cash.

Interest on this Note shall be computed on the basis of a 360-day year of twelve 30-day months.

All interest payable, on any Interest Payment Date will, as provided in the Purchase Agreement, be paid to the Person in whose name this Note (or one or more Predecessor

Notes) is registered at the close of business on the "Regular Record Date" for such interest, which shall be the fifteenth calendar day (whether or not a Business Day) immediately preceding such Interest Payment Date. Notwithstanding the foregoing, if this Note is issued after a Regular Record Date and prior to an Interest Payment Date, the record date for such Interest Payment Date shall be the original issue date.

3. **Optional Redemption.** The Company may, at its option, redeem the Notes, in whole or in part at any time after the Closing Date by paying the principal amount owned thereon plus accrued and unpaid interest, if any, to the Redemption Date:

4. **Procedures for Redemption.** If less than all the Notes are to be redeemed, the Notes shall be redeemed *pro rata* from each Noteholder.

In the event of redemption or purchase pursuant to an offer to purchase this Note in part only, a new Note or Notes for the unredeemed or unpurchased portion hereof will be issued in the name of the Noteholder hereof upon the cancellation hereof.

5. **Events of Default.** If an Event of Default shall occur and be continuing, the principal of all the Notes may be declared due and payable in the manner and with the effect provided in the Purchase Agreement.

6. **Offers to Purchase Notes.** The Purchase Agreement provides that, subject to certain conditions, if (i) certain Excess Proceeds are available to the Company as a result of Asset Sales, (ii) a Change of Control occurs or (iii) certain Excess Equity/Debt Proceeds are available to the Company as a result of an Equity Sale or Debt Incurrence, the Company shall be required to make an offer to purchase all or a specified portion of the Notes as provided for in the Purchase Agreement and the Subordination Agreement.

7. **Amendments, Modifications and Waivers.** The Purchase Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and certain rights of the Noteholders under the Purchase Agreement at any time by the Company with the consent of the holders of a majority in aggregate principal amount of the Notes at the time outstanding. The Purchase Agreement also contains provisions permitting the Noteholders of specified percentages in the aggregate principal amount of the Notes at the time outstanding, on behalf of the Noteholders of all the Notes, to waive compliance by the Company with certain provisions of the Agreement and certain past defaults under the Agreement and their consequences. Any such consent or waiver by the holder of this Note shall be conclusive and binding upon such Noteholder and upon all future Noteholders and of any Note issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

8. **Registration of Transfer.** As provided in the Purchase Agreement and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the principal offices of the Company, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company duly executed by, the holder hereof or his attorney duly authorized

in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations authorized under the Purchase Agreement. As provided in the Purchase Agreement and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a different authorized denomination, as requested by the Noteholder surrendering the same.

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If you want to elect to have only a part of the principal amount of this Note purchased by the Company pursuant to Section 7.08, 7.09 or 7.10 of the Agreement, state the portion of such amount: \$\_\_\_\_\_.

Dated:

Your Signature: \_\_\_\_\_

(Sign exactly as name appears on the other side of this Note)

Signature Guarantee:

\_\_\_\_\_  
(Signature must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signature Program ("MSP") or such other signature guarantee program as may be determined by the Security Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.)