

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">Urban Brands, Inc.</div>		Case Number: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">10-13005-KJC</div>
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): <div style="font-weight: bold;">FELDMAN, STEPHEN</div>		<div> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. </div> <div style="margin-top: 10px;"> Court Claim Number: _____ <div style="text-align: center;">(if known)</div> </div> <div style="margin-top: 10px;"> Filed on: _____ </div>
Name and address where notices should be sent: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="font-size: 0.8em;"> 25641144005940 FELDMAN, STEPHEN 224 TRIANON LANE VILLANOVA, PA 19085 </div> </div> <div style="width: 50%; text-align: center;"> <div style="font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="font-size: 1.5em; margin: 5px 0;">JAN 21 2011</div> <div style="font-weight: bold; font-size: 1.2em;">BMC GROUP</div> </div> </div> <div style="font-size: 0.8em; margin-top: 5px;"> YOUR CLAIM IS SCHEDULED AS: SCHEDULE ID: s1196 AMOUNT/CLASSIFICATION: \$176.44 UNSECURED </div>		
Name and address where payment should be sent (if different from above): <div style="text-align: right; margin-top: 20px;">Telephone No. (610) 520-1102</div>		
1. Amount of Claim as of Date Case Filed: \$ <u>350,239.66</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges		5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commission (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Section 503(b)(9) Claim -- check this box if your claim is for the value of goods received by the Debtor within 20 days before the commencement of the case -- 11 U.S.C. § 503(b)(9). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <div style="text-align: center;"> Amount entitled to priority: \$ _____ </div> <div style="font-size: 0.8em; margin-top: 5px;"> * 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. </div>
2. Basis for Claim: <u>Severance of \$350,000. Unreimbursed travel expenses of \$239.66 - per attached</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>1173</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for Perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____ (See instruction #6 on reverse side.)		
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>JANUARY 14, 2011</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;"> </div>	

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, District of Delaware), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim.

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §§ 507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9) State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.**7. Credits:**

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

8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim form is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §§ 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgement of Filing a Claim**

To receive acknowledgment of your filing, please enclose a stamped self-addressed envelope and a copy of this proof of claim. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://www.bmcgroup.com/UrbanBrands>

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

PLEASE SEND COMPLETED PROOFS OF CLAIM TO:**Via Regular U.S. Mail Via Overnight Courier**

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

EMPLOYMENT AGREEMENT

— SEVERANCE

EMPLOYMENT AGREEMENT (the "*Employment Agreement*"), dated as of September 16, 2010, between URBAN BRANDS, INC., a Delaware corporation (the "*Company*"), and Stephen A. Feldman, an individual residing at 224 Trianon Lane, Villanova, PA 19085 (the "*Executive*").

CLAIM

WITNESSETH:

WHEREAS, the Company wishes to secure the services of the Executive as Executive Vice President and Chief Financial Officer of the Company upon the terms and conditions hereinafter set forth, and the Executive wishes to render such services to the Company upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Employment by the Company.

1.1 Beginning on the later of September 20, 2010 or the first business day subsequent to the date the Company files for protection under Chapter 11 of the U.S. Bankruptcy code (this "*Employment Date*") and subject to the terms of this Employment Agreement, the Executive shall be the Executive Vice President and Chief Financial Officer of the Company and shall perform such duties as the Chief Executive Officer of the Company (the "*CEO*") may from time to time assign, consistent with Section 1.2 hereof. The Executive shall be based in the Company's executive offices in Secaucus, New Jersey, subject to such travel as may be required or necessary in connection with the performance of the Executive's duties hereunder.

1.2 The Executive shall report directly to the CEO and shall comply with the direction of the CEO and with the policies of the Company. The Executive agrees to devote the Executive's full time and attention to the business of the Company and to faithfully, diligently and competently perform the Executive's duties hereunder. The Executive shall, as part of the Executive's duties as an employee of the Company, actively seek such opportunities and undertake such activities so as to promote high visibility and a positive image of the Company and its Subsidiaries. Executive shall be permitted to engage in charitable or civic activities that do not interfere with Executive's duties. Executive shall be permitted to serve on the Board of Directors of other non-competing corporations and accept compensation for services thereon only with the prior express written approval of the CEO.

2. Term of Employment. The term of the Executive's employment under this Employment Agreement (the "*Term*") shall be for the period commencing on the Employment Date and ending on the earlier of (a) the Initial Term and (b) when the Executive's employment is terminated pursuant to Section 4 hereof. The "Initial Term" of this Employment Agreement shall end on the first anniversary of the date of this Employment Agreement (unless there is earlier termination in accordance with Section 4 below); *provided* that the Initial Term shall be extended automatically for additional one-year periods (each a "*Renewal Term*") unless notice that this Employment Agreement will not be extended is given by either party to the other at least 30 calendar days prior to the expiration of the Initial Term or any Renewal Term.

3. Compensation. As full compensation for all services to be rendered by the Executive to the Company and its Subsidiaries in all capacities during the Term, the Executive shall receive the following compensation and benefits:

3.1 Salary. The Executive shall be entitled to receive an annual base salary (the "*Base Salary*") payable not less frequently than monthly in accordance with the then customary payroll practices of the Company. The Base Salary shall initially be \$350,000 per year and shall be subject to increase from time to time ~~as determined by the CEO and the Compensation Committee of the Board of Directors of the Company (the "Board") (or the Compensation Committee of the Board)~~ in their sole discretion.

3.2 Participation in Executive Benefit Plans; Other Benefits. The Executive shall be permitted during the Term, if and to the extent eligible, to participate in all compensation and employee benefit plans and arrangements maintained from time to time by the Company, commensurate with the Executive's position with the Company, including participation in any restricted stock, stock option or similar plans. Nothing in this Employment Agreement shall preclude the Company from terminating or amending any such plans or coverage so as to eliminate, reduce or otherwise change any benefit payable thereunder. Upon termination of Executive's employment for any reason, the Company will make reasonable efforts to provide continuation of health insurance benefits to the Executive and his family for twelve months at Executive's expense, commencing at the end of any applicable benefits period, provided that Executive shall pay the premium for such benefits at rates assessed or charged for other employees of the Company.

3.3 Bonuses. Executive will be eligible to receive an annual bonus (the "*Bonus*") based on financial targets, which amount shall be subject to: (1) achievement of annual financial targets (the "*Financial Targets*") proposed by senior management of the Company and determined by the Board (or the Compensation Committee of the Board) in its sole discretion (which targets are currently expected to be established within 30 days after the beginning of the applicable fiscal year and which financial targets will be consistent with the Company's operating budget for such year), and (2) except as set forth below in Section 5,

Executive's continued employment with the Company through the end of the applicable year. The amount of Executive's Bonus shall be determined, without duplication, as follows: (i) If the Financial Targets for a fiscal year are satisfied, Executive's Bonus for such fiscal year shall equal 50% of the Executive's Base Salary for such fiscal year (the "*Full Bonus Amount*"), (ii) if the Financial Targets for such fiscal year are not satisfied, Executive shall receive a prorated amount of the Full Bonus Amount, with levels and stepdowns as determined by the Board (or Compensation Committee) in its sole discretion (which may include a level below which no amount of the Bonus shall be payable) and (iii) if the Financial Targets for such fiscal year are exceeded, Executive's Bonus for such fiscal year shall equal an amount not to exceed 100% of Executive's Base Salary for such fiscal year as shall be determined by the Board (or the Compensation Committee) in its sole discretion.

3.4 Vacation. The Executive shall be entitled to three (3) weeks of paid vacation per year, or such additional vacation time as to which the Executive may be entitled to in accordance with then applicable Company policy. Unused vacation may not be taken in any subsequent year.

3.5 Automobile Allowance. The Executive shall receive an automobile allowance of \$750 per month.

3.6 Expenses. The Employee shall be reimbursed for all normal and reasonable business-related expenses, including travel, incurred in performing his duties as an employee of the Company, provided that the Employee provides appropriate written records relating to those expenses.

3.7 Relocation and Living Expenses. If the Executive relocates his permanent residence to within reasonable commuting distance of the Company's executive offices in Secaucus, New Jersey within 18 months of the date hereof, the Company shall pay directly to, or reimburse the Executive for, the reasonable expenses incurred in connection with such relocation. Such payment or reimbursement shall be adjusted in an amount approximately equal to the amount of any additional federal income taxes that the Executive pays as a result of such payment or reimbursement. Prior to any such relocation to a permanent residence in commuting distance of Secaucus, New Jersey, for a period of up to 18 months from the date hereof, the Company shall pay the Executive a temporary living allowance of up to \$2,000 per month for rental housing or hotel costs plus an amount approximately equal to the amount of additional federal income taxes, if any, that Executive pays as a result of receiving this allowance. The Executive must submit appropriate written documents reflecting the costs of relocation and rental housing or hotel costs.

4. Termination.

4.1 Termination upon Death. The Term shall terminate as of the date of the Executive's death.

4.2 Termination upon Disability. If the Executive becomes Disabled, the Company may terminate the Term by written notice to the Executive, in which event the Term shall terminate ten (10) days after the date upon which the Company has given notice to the Executive of its intention to terminate the Executive's employment under this Employment Agreement.

4.3 Termination by the Company for Cause. If the Executive (i) is convicted of, or pleads guilty to, a felony or a crime involving fraud, dishonesty or embezzlement, (ii) engages in substance abuse involving drugs or alcohol that has an adverse effect on the Company's reputation and/or on the performance of the Executive's duties and responsibilities under this Employment Agreement, (iii) performs an action or fails to take an action that, in the reasonable judgment of a majority of the disinterested members of the Board, constitutes dishonesty, larceny, theft or fraud, or makes a knowing or willful misrepresentation to shareholders, directors or officers of the Company, (iv) willfully fails to follow in any material respect the written policies or directions of the Company or instructions of the Board or willfully materially breaches any agreement to which the Executive and/or the Company or any of its Subsidiaries are a party, then the Company may, at any time by written notice to the Executive, terminate the Term immediately, provided, however, that in the case of clauses (ii) and (iv) the Company shall give the Executive 30 days prior notice of such failure or breach and the Executive shall have failed to cure or correct such failure or breach within such 30 day period.

4.4 Termination by the Company without Cause. The Company may terminate the Term at any time, without cause, upon thirty (30) days' written notice from the Company to the Executive.

4.5 Termination by the Executive without Good Reason. The Executive may terminate the Term at any time, without Good Reason, upon thirty (30) days' written notice from the Executive to the Company.

4.6 Termination by the Executive for Good Reason. The Executive may terminate the Term for Good Reason upon thirty (30) days' written notice from the Executive to the Company.

5. Severance Payments.

30
\$ 350,000.

5.1 Severance Payments upon Termination for Disability and by the Company without Cause or by the Executive for Good Reason. If this Employment Agreement is not extended by the Company pursuant to Section 2 or is terminated pursuant to Sections 4.2, 4.4 or 4.6 hereof, the Executive shall be entitled to a severance payment equal to 100% of the Executive's annual Base Salary then in effect, which payment shall be payable at the Company's discretion either on a payroll basis over a period of twelve (12) months (the "*Benefits Period*") or in a lump sum and, in either case, without offset for other earnings. If severance is paid over time to the Executive, the Executive shall be entitled to the continuation of healthcare benefits for the Benefits Period; *provided* the Executive shall pay the premiums for such benefits at rates assessed for employees; *provided further* that the rights to continued participation in healthcare benefits shall terminate if the Executive shall become actively engaged (whether as an employee, an independent contractor or otherwise) under circumstances where the Executive is eligible to participate in another employer's healthcare benefit program. If, prior to the end of the Benefits Period, the Executive violates Section 6 hereof, then the Company shall have no obligation to make any of the payments and benefits required to be made under this Section 5.1 on or after the date of such violation.

5.2 Severance Payments Upon Termination for Cause, Death or Voluntary Termination by the Executive. If the Term is terminated pursuant to Sections 4.1, 4.3 or 4.5 hereof, the Executive shall receive only all previously earned, accrued and unpaid Base Salary and benefits from the Company and its employee benefit plans, including any such benefits under pension, disability and life insurance plans, policies and programs applicable to the Company; *provided, however* that nothing in this Section 5.2 shall affect the Executive's right to receive the benefits the Executive is entitled to receive pursuant to Section 5.2.1 hereof.

5.2.1 Bonus Upon Termination upon Death and by the Company Without Cause or by the Executive for Good Reason. If this Employment Agreement is terminated pursuant to Sections 4.1, 4.4 or 4.6 hereof, the Executive's estate or the Executive also shall be entitled to receive the pro-rated amount (to the date of such termination) of the Bonus Amount the Executive would have earned during such year based on actual performance, and such bonus shall be paid when management bonuses are paid generally.

5.2.2 No Bonus Upon Voluntary Termination or Termination for Cause. If the Executive voluntarily terminates his employment or is terminated for Cause before the date that the Company pays bonuses to its management, the Executive shall not be entitled to any bonus for any period before said termination.

5.3 Severance Payment for Non-Renewal at the End of the Term. If the Term is not renewed by the Company (unless as a result of the Executive giving a notice of non-

renewal to the Company) at the end of the then applicable Term, the Executive shall be entitled to severance payment equal to the Executive's Base Salary for one year. The severance payment shall be payable at the Company's discretion either on a payroll basis at such times as Executive's Base Salary would be payable as if the renewal occurred or in a lump sum, in either case, without offset for other earnings. If, prior to the end of the payment period referred to above, Executive violates Section 6 hereof, then the Company shall have no obligation to make any of the payments required to be made under this Section 5.3 on or after the date of such violation.

6. Certain Covenants of the Executive.

6.1 Covenants Against Competition and Other Matters. The Executive acknowledges that: (i) the Company and its Subsidiaries anticipate conducting their business throughout the continental United States, (ii) from and after the Employment Date the Executive's work for the Company and its Subsidiaries will continue to bring him into close contact with many confidential affairs not readily available to the public, including confidential and proprietary information and trade secrets and (iii) the covenants contained in this Section 6 will not involve a substantial hardship upon the Executive's future livelihood. In order to induce the Company to enter into this Employment Agreement, the Executive covenants and agrees that:

6.1.1 Non-Compete. During the Term and for a period ending one (1) year after the termination of the Term, whether or not the Executive becomes entitled to severance payments hereunder, the Executive shall not, directly or indirectly, (i) be employed by, or render services to (whether as a consultant or otherwise) any person, firm or corporation engaged in the women's specialty apparel business which generates a majority of its revenues from sales of "plus-size" apparel (a "*Competitive Business*"), (ii) own, manage, operate, control, assist, consult, advise or participate in the ownership, management, operation or control of any Competitive Business, or otherwise engage in any Competitive Business for the Executive's own account or (iii) be associated with or interested in any Competitive Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor or in any other relationship or capacity. Notwithstanding the foregoing, this Section 6.1.1 shall not preclude the Executive from investing the Executive's personal assets in the securities of any corporation or other business entity which is engaged in a Competitive Business if such securities are traded on a national stock exchange, through an automated inter-dealer quotation system or in the over-the-counter-market and if such investment does not result in the Executive beneficially owning, at any time, more than 1% of the class of publicly-traded equity securities of such Competitive Business.

6.1.2 Non-Solicitation and Non-Hire. (a) During the Term, for a period ending two (2) years after the Executive's termination from the Company, without the

Company's prior consent, the Executive shall not, directly or indirectly, solicit, persuade, interfere with, induce, encourage, entice or endeavor to entice away from the Company or any of its Subsidiaries, for the benefit of any Competitive Business, any of its customers, suppliers, licensees or other persons with whom the Company has a contractual relationship or during the Term. (b) During the Term and for a period ending one (1) year after the Executive's termination from the Company, without the Company's prior consent, the Executive shall not employ or retain, or have or cause any other person or entity to employ or retain, any person who was employed or retained by the Company or any of its Subsidiaries as an employee while the Executive was employed by the Company.

6.1.3 Non-Disparagement. During the Term and after the termination of the Executive's employment with the Company, the Executive shall not make any statements, in writing or otherwise, that disparage the reputation or character of the Company or any of its Subsidiaries or divisions or any of their respective directors, officers, employees or shareholders at any time for any reason whatsoever, except that nothing in this Section 6.1.3 shall prohibit the Executive from giving truthful testimony in any litigation, administrative or arbitration proceeding either between the Executive and the Company or in connection with which the Executive is required by law to give testimony.

6.1.4 Confidential Information. During the Term and after the termination of the Executive's employment with the Company, the Executive shall not, directly or indirectly, disclose to any person or entity who is not authorized by the Company to receive such information, or use or appropriate for the Executive's own benefit or for the benefit of any person or entity other than the Company, any documents or other papers relating to the business or the customers of the Company or any Subsidiary of the Company, including, without limitation, files, business relationships and accounts, pricing policies, customer lists, computer software and hardware, information relating to the distribution of the products of the Company or any Subsidiary of the Company, or any other materials relating to the business or the customers of the Company or any Subsidiary of the Company or any trade secrets or confidential information including, without limitation, any business or operational methods, drawings, sketches, designs or product concepts, know-how, marketing plans or strategies, product development techniques or plans, business acquisition plans, financial or other performance data, personnel and other policies of the Company or any Subsidiary of the Company, whether generated by the Executive or by any other person, except as required in the course of performing the Executive's duties hereunder or with the express written consent of the Company; *provided, however,* that the confidential information shall not include any information that (i) is known or becomes known to the public in general other than as a result of breach of this Section 6.1.4 by the Executive), or (ii) is required to be disclosed by law.

6.1.5 Property of the Company. At no time shall the Executive remove or cause to be removed from the premises of the Company or any Subsidiary of the Company, any memorandum, note, list, record, file, disk, document or other paper, equipment or any like item relating to the business (including copies, extracts and summaries thereof) except in furtherance of the performance of the Executive's duties on behalf of the Company or any Subsidiary of the Company. All memoranda, notes lists, records, files, disks, documents and other papers and other like items (and all copies, extracts and summaries thereof) made or compiled by the Executive or made available to the Executive concerning the business of the Company or any Subsidiary of the Company shall be the property of the Company or such Subsidiary of the Company, as the case may be, and shall be delivered to the Company promptly upon the termination of the Executive's employment with the Company or at any other time upon request.

6.2 Rights and Remedies Upon Breach. If the Executive breaches any of the provisions of Section 6.1 hereof (collectively, the "**Restrictive Covenants**"), the Company shall, in addition to the rights set forth in the last sentence of Section 5.1 hereof, have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and all of which rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Company under law or in equity:

6.2.1 Specific Performance. The right and remedy to seek specific performance of the Restrictive Covenants or injunctive relief, without the request to post bond, against any act which would violate any of the Restrictive Covenants; it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company and its Subsidiaries and that money damages will not provide an adequate remedy to the Company and its Subsidiaries.

6.2.2 Threatened Breach. In addition, if the Executive threatens to breach any provisions of Section 6.1 hereof, the Company shall have the rights set forth in Section 6.2.1 hereof.

6.3 Severability of Covenants. If any of the Restrictive Covenants, or any part thereof, is held by an arbitration body or court of competent jurisdiction or any foreign, federal, state, county or local government or other governmental, regulatory or administrative agency or authority to be invalid, void, unenforceable or against public policy for any reason, the remainder of the Restrictive Covenants shall remain in full force and effect and shall in no way be affected impaired or invalidated, and such court, government, agency or authority shall be empowered to substitute to the extent enforceable, provisions similar thereto or other provisions so as to provide to the Company, to the fullest extent permitted by applicable law, the benefits intended by such provisions.

7. Other Provisions.

7.1 Notices. Notice under this Employment Agreement shall be in writing and shall be deemed given when received by the party to be notified (a) when given in person, (b) on the first day after delivery to Federal Express or other overnight courier, postage prepaid and (c) upon transmission by telecopier with confirmation by United States mail, in each case at the address for the intended recipient as set forth below:

- (i) if to the Company, to:
Urban Brands, Inc.
100 Metro Way
Secaucus, New Jersey 07094
Telecopier:
Attention: CEO

with copies (which shall not constitute notice)
to:
Telecopier:
Attention:

- (ii) if to the Executive, to him at the address set forth on the first page hereof or to the telecopier number set forth below:

Telecopier: (610) 520-0142

7.2 Entire Agreement. This Employment Agreement contains the entire agreement between the parties with respect to the specific subject matter hereof and replaces and supersedes any and all prior employment contracts and other related agreements, written or oral, with respect thereto, as well as any and all entitlements which have accrued as of the date of this Employment Agreement that the Executive may otherwise have with or derive from the Company.

7.3 Waivers and Amendments. This Employment Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

7.4 Governing Law. This Employment Agreement shall be governed by, and construed in accordance with and subject to, the laws of the State of New York, without giving effect to the principles of conflicts of law.

7.5 Arbitration. Any dispute or controversy arising out of or in connection with this Employment Agreement or the Executive's employment or the termination thereof, including, but not limited to, any claim of discrimination under federal or state law, shall be subject to and settled exclusively by binding arbitration in New York City, New York, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrators' award in any court having jurisdiction and reasonable attorneys' fees and shall be awarded to the prevailing party. The arbitrators shall determine the allocation of the costs and expenses arising in connection with any arbitration proceeding pursuant to this Section 7.5 based on the arbitrators' assessment of the merits of the positions of the parties.

7.6 Binding Effect; Benefit. This Employment Agreement shall inure to the benefit of and be binding upon the parties hereto and any heirs, successors and assigns. Nothing in this Employment Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or such heirs, successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Employment Agreement.

7.7 Assignment. This Employment Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive; provided, however, that such rights and obligations shall be enforceable by the Executive's legal representatives, heirs and other successors in interest. The Company shall assign this Employment Agreement and its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its assets or business, whether direct or indirect, by purchase, merger, consolidation or otherwise.

7.8 Number and Gender. As used herein, the singular shall include the plural and vice versa and words used in one gender shall include all others as appropriate.

7.9 Withholding of Taxes. The Company may withhold from any compensation or benefits payable under this Employment Agreement all federal, state, city and other taxes as shall be required pursuant to any law or governmental regulation or ruling.

7.10 Definitions. For purposes of this Employment Agreement:

(i) "*Disabled*" or "*Disability*" shall mean, with respect to the Executive, the Executive becomes disabled during his employment hereunder by reason of any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform substantially all of his duties and responsibilities hereunder, after

reasonable accommodation is provided in accordance with applicable law, for 180 days (whether or not consecutive) during any period of 365 consecutive days.

(ii) *"Good Reason"* shall mean any of the following with respect to the Executive: (a) a material reduction in title, authority or responsibility at the Company, (b) a reduction in Base Salary below the minimum amount set forth in Section 3.1 hereof, (c) the relocation of the Executive's principal place of work by more than 50 miles or (d) a material breach by the Company of the terms of this Employment Agreement which is not cured by the Company or waived by the Executive within thirty (30) days after written notice of such breach from the Executive to the Company.

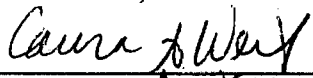
7.11 Counterparts. This Employment Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.12 Headings. The headings in this Employment Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Employment Agreement.

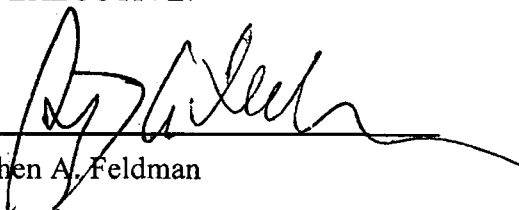
IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the date first above written.

The Company:

URBAN BRANDS, INC.

By: 
Name: LAURA A. WEIL
Title: CEO

THE EXECUTIVE:


Stephen A. Feldman



CROWNE PLAZA®

HOTELS & RESORTS

143

09-24-10

Stephen Feldman
224 Trianon Ln
Villanova, PA 19085
US

Folio No. : 135527
A/R Number :
Group Code :
Company : Urban Brands Inc
Membership No. : PC 102085724
Invoice No. :

Room No. : 1407
Arrival : 09-20-10
Departure : 09-24-10
Conf. No. : 65170105
Rate Code : ILQUB
Page No. : 1 of 1

Date	Description	Charges	Credits
09-20-10	*Room Charge	104.00	
09-20-10	State Sales Tax	7.28	
09-20-10	Occupancy Tax	8.32	
09-21-10	American Express XXXXXXXXXXXX1054		119.60
09-21-10	American Express XXXXXXXXXXXX1002		357.00
09-21-10	American Express XXXXXXXXXXXX1002		1.80
09-21-10	*Room Charge	104.00	
09-21-10	State Sales Tax	7.28	
09-21-10	Occupancy Tax	8.32	
09-22-10	*Room Charge	104.00	
09-22-10	State Sales Tax	7.28	
09-22-10	Occupancy Tax	8.32	
09-23-10	*Room Charge	104.00	
09-23-10	State Sales Tax	7.28	
09-23-10	Occupancy Tax	8.32	

Thank you for staying at Crowne Plaza-Meadowlands. Qualifying points for this stay will automatically be credited to your account. We look forward to welcoming you back soon.

Total 478.40 478.40


Balance 0.00

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Thank for your stay at the Crowne Plaza Hotel SECAUCUS-MEADOWLANDS . For your convenience, here is a copy of your hotel bill.

If you have any questions about your bill, please contact the hotel directly at 1-201-348-6900. For future reservations, visit <http://www.crowneplaza.com>.

		Crowne Plaza Hotel SECAUCUS-MEADOWLANDS 2 HARMON PLAZA SECAUCUS, NJ 07094 UNITED STATES Tel: 1-201-348-6900 Fax: 1-201-348-1407	
BILLING INFORMATION		ROOM SUMMARY INFORMATION	
Feldman , Stephen 224 Trianon Ln Villanova , PA 19085 Folio Number: 1808856 Confirmation Number: 63894507		Room: 001419 Check-In Date: 13 Sep 2010 Check-Out Date: 17 Sep 2010 Account No.: 100207521 Currency: USD	
DATE	DESCRIPTION	AMOUNT	
13 Sep 2010	*Room Charge	104.00	
13 Sep 2010	State Sales Tax	7.28	
13 Sep 2010	Occupancy Tax	8.32	
14 Sep 2010	*Room Charge	104.00	
14 Sep 2010	State Sales Tax	7.28	
14 Sep 2010	Occupancy Tax	8.32	
15 Sep 2010	*Room Charge	104.00	
15 Sep 2010	State Sales Tax	7.28	
15 Sep 2010	Occupancy Tax	8.32	
16 Sep 2010	*Room Charge	104.00	
16 Sep 2010	State Sales Tax	7.28	
16 Sep 2010	Occupancy Tax	8.32	
17 Sep 2010	*****1054	-478.40	