



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11  
URBAN BRANDS, INC., et al., : Case No. 10-13005 (KJC)  
Debtors<sup>1</sup>. : Jointly Administered  
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**RIDER TO PROOF OF CLAIM OF LAURA WEIL**

1. Laura Weil (the "Claimant") files this claim (this "Claim") against Urban Brands, Inc. ("Urban Brands" or the "Company"), and related debtors under the administratively consolidated Case No. 10-13005 (KJC).

2. This Claim arises from amounts due and owing to the Claimant, in particular Urban Brand's obligation to make the Annual Bonus, Transaction Bonus and Severance payments (each as defined and further described below), under that certain Employment

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1. The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3187), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 01094.

Agreement dated as of August 20, 2009 between Urban Brands and the Claimant (the "Employment Agreement") pursuant to which the Claimant agreed to continue to serve as Chief Executive Officer of Urban Brands subject to the terms of the Employment Agreement.

Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Employment Agreement.

3. The Annual Bonus Claim: Section 3.3 of the Employment Agreement provides that the Claimant is entitled to receive an annual bonus when certain financial targets are met. For the 2009 fiscal year ended January 31, 2010, the Claimant earned a \$90,000 annual bonus (the "Annual Bonus"), which amount remains due and owing to the Claimant. Correspondence from A. David Brown (Urban Brands' Executive President and Secretary of the Board of Directors) to the Claimant, dated July 15, 2010 (the "Bonus Letter"), confirmed the Claimant's Annual Bonus, which was authorized by the Board of Directors at its meeting on March 25, 2010, and stated that the Claimant should expect to receive the Annual Bonus on or about September 15, 2010. The Claimant's Claim for the Annual Bonus was scheduled by Urban Brands as an allowed, non-contingent, undisputed claim totaling \$90,000. Accordingly, the Claimant asserts the Annual Bonus portion of this Claim as a general unsecured claim in an amount no less than \$90,000.

4. The Transaction Bonus Claim: The Claimant is also entitled to receive a cash bonus payment upon the "Sale of the Company" pursuant to Section 3.7 of the Employment Agreement and as described in Appendix A to the Employment Agreement (the "Transaction Bonus"). Pursuant to paragraph 4 of Appendix A to the Employment Agreement, the amount of the Transaction Bonus is equal to the product of (i) the Vested Percentage (as defined in paragraph 6 of Appendix A, which is 100%), (ii) the Applicable Percentage (as defined in

paragraph 6 of Appendix A, which is 3%) and (iii) the Net Proceeds Available to Noteholders and Stockholders (as defined in paragraph 6 of Appendix A).

5. As contemplated by the Asset Purchase Agreement entered into as of September 21, 2010 between the Urban Brands, certain of its subsidiaries listed therein and New Ashley Stewart LLC (the "Buyer"), and the Order Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims and Encumbrances [D.I. 434], Urban Brands consummated a Sale of the Company on or about October 29, 2010. Accordingly, the Claimant is entitled to a Transaction Bonus equal to 3% of the consideration paid to the Noteholders and stockholders of the Company in connection with the Sale of the Company. Upon information and belief, certain Noteholders received 17.5% of the equity in the Buyer and certain other Noteholders received or are expected to receive cash in connection with the Sale of the Company. The Claimant asserts the Transaction Bonus portion of this Claim as a general unsecured claim (while expressly reserving her right to file this Claim as an administrative expense claim pursuant to 11 U.S.C. § 503(b)(1)(A) at a later time) in a currently contingent and/or unliquidated amount pending a determination of the Net Proceeds Available to Noteholders and Stockholders.

6. The Severance Payment Claim: The Claimant also asserts a general unsecured claim in a currently contingent and/or unliquidated amount for severance payments that will become due and owing upon termination of the Claimant's Employment Agreement ("Severance"), payable in accordance with the terms of Section 5 of the Employment Agreement.

7. The Employment Agreement and the Bonus Letter may contain confidential commercial information and are already in possession of Urban Brands and,

therefore, are not attached hereto, but may be provided upon written request directed to the Claimant.

8. No judgment has been rendered on this Claim.

9. All notices to the Claimant concerning this Claim should be sent to:

Ms. Laura Weil  
220 East 73rd Street, Apt. 7H  
New York, New York 10021

10. This Claim is filed under compulsion of the bar date established in this case pursuant to the Notice of Deadlines for Filing Proof of Claim Against Debtor [D.I. 545] and is filed to protect the Claimant from forfeiture of the Claim.

11. Claimant reserves the right to amend and/or supplement this Claim at any time as necessary or appropriate to amend or quantify the amounts of the claims set forth herein. Claimant further reserves the right to amend and/or supplement this Claim to provide additional detail of the claims set forth herein and/or to include any and all additional claims which may be based on or relate to the same nucleus of operative events or documents referred to herein, including, but not limited to, establishing the right to additional indebtedness, interest, fees and expenses including fees and costs of attorneys and other professionals. Claimant further reserves the right to withdraw claims or to file additional proofs of claim for, or motions for payment of, administrative expenses or other claims entitled to priority. The claims contained in any such other proofs of claim or motions are in addition to, and not in limitation of, the Claim set forth herein.

12. The execution and filing of this Claim are not (a) a waiver or release of the Claimant's rights against any other debtor or any other entity or person liable for all or part of the Claim or (b) an election of remedy which waives or otherwise affects any other remedy. The

Claimant expressly reserves her rights to file any other proofs of claim with respect to the Claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this Claim), or to amend or supplement this Claim in any respect, including the filing of an amended claim or additional proofs of claim for claims not covered by this Claim.

January 20, 2011

**VIA FEDERAL EXPRESS**

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

**Re: UBI Liquidating Corp., et al., Chapter 11,  
Case No. 10-13005 (KJC)**

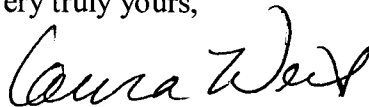
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Dear Sir or Madam:

Enclosed for filing is the proof of claim of Laura Weil against one or more of the debtors in the above-referenced jointly administered proceedings.

I have also enclosed a copy set of the proof of claim. Please file stamp this copy and return it to me in the enclosed self-addressed stamped envelope.

Very truly yours,



Laura Weil

Enclosures (2)