

STATEMENT FOR URBAN BRANDS INC

DATE : JAN. 04, 2011

LC NO. INVOICE NO. AMOUNT/USD

GOODS RECEIVED DATED
ON OR AFTER

#1179029	BHIV-0730	US\$274.00	July 05, 2010
#1179029	BHIV-0731	US\$63,650.00	August 13, 2010
#1179030	BHIV-0732	US\$91,849.30	August 13, 2010
#1179031	BHIV-0733	US\$49,181.50	August 16, 2010
	Sub-total	US\$204,954.80	

Less Urban Brands Chargeback
on Aug. 25, 2010 (US\$45,111.93)
on Sept. 08, 2010 (US\$41,423.58)

Total amount of claims as at Sept. 15, 2010 : US\$118,419.29

RECEIVED
DEC 15 2011
EMC GROUP



BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG
 TEL:(852)27749102 FAX:(852)23303668

INVOICE

NO. BFIV-0730 Date: 02 Jul 10

INVOICE of LADIES' JACKET, TUBE TOP, SKIRT

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094, U.S.A.

Shipped by BEST FAMOUS ASIA LTD. per BY AIR

Sailing on or about 3-Jul-10 from CHINA VIA H.K TO NEW YORK, U.S.A.

L/C No. 1179029 Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN JACKET					
	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN TUBE TOP					
	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN SKIRT					
	9516A (13129)	AS71		8/12	\$96.00	\$64.00
	9517A (13129)	AS43	1	8/12	\$99.00	\$66.00
	9518A (13129)	AS87		1	\$144.00	\$144.00
				2 4/12		US\$274.00

TOTAL: ONE (1) CARTON ONLY.

****SAY TOTAL UNITED STATES DOLLARS TWO HUNDRED SEVENTY FOUR ONLY.*****

cherry choi
*Best Famous Asia Ltd
Room 1610-11, Peninsula Square,
18 Sung On Street, HungHom, Kln.
Hong Kong, 852
HONG KONG



ActWgt: 15.0 KG
CAD: 8292465/NET3061

REF:
DESC-1: GARMENT - LADIES 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN JACK
DESC-2:
DESC-3:
DESC-4:

SHIP TO: (631) 942-4544

BILL RECIPIENT

Melfi
Urban Brands
100 Metroway
Secaucus

COUNTRY MFG: CN
CARRIAGE VALUE: 274.00 USD
CUSTOMS VALUE: 274.00 USD
T/C: R 235106078 D/T: R 235106078
SIGN: cherry choi
INNVAT:
PKG TYPE: CUSTOMER

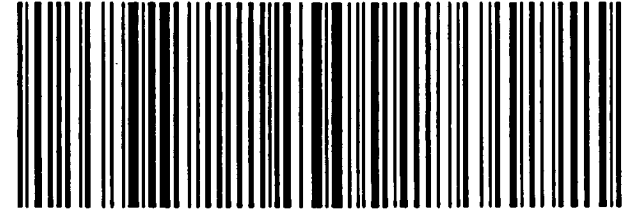
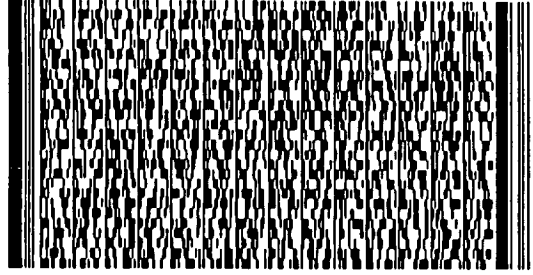
Secaucus, NJ 07094
US

TRK# 7988 1615 1070
0430

A1
INTL PRIORITY
ISR

07094
NJ-US
EWR

EC JSLA



The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract

CONSIGNEE COPY - PLEASE PLACE IN POUCH

586180078A26

列印此標後:

1. 使用本頁面的「列印」按鍵，將標籤列印至您的噴墨或雷射印表機。
2. 沿水平線折摺印出之紙張。
3. 將寄件空運提單正本置入封袋，並將它附在您的託運貨件中，以便讀取掃描條碼部份。

請注意：寄件時請只使用列印印出的原始標籤。使用空運提單正本寄件是屬取銷行為，本公司將會向您追索額外費用，並取銷您的 FedEx 標籤。

FedEx 此處法律條款定義。本空運提單上之「本公司」、「本公司之」及「FedEx」等詞均指 Federal Express Corporation，其子公司與分公司，以及其員工、代理人和獨立承包商。「您」及「您的」等詞均指寄件人，及其僱員、關係人、代理人。如果您的貨件來自美國以外地區，您的運送合約是與原承接貨件的 FedEx 子公司、分公司或獨立承包商簽訂。「包費」詞是指本公司所承運之任何貨件或信封，其中包括貴公司利用本公司電腦自動系統、計算器、輸單或空運提單所交予本公司之物品。「託運貨物」詞是指由空運提單中交付本公司，並經本公司接受託運之所有包裹。空運提單事項。任何國際的空運貨件的可能適用於華沙公約（及其增補條約）。因此，貨件遺失、延遲或損壞的相關責任主要是由華沙公約（及其增補條約）所管轄及限制。華沙公約（及其增補條約）對 FedEx 的責任。例如，在美國的責任上限為每磅 9.07 美元（每公斤 20 美元），除非運送貨件的申報價值較高（如下所述），並且您已負擔適當的附加費用。華沙公約對於責任限額的解釋與應用，在每個國家都可能有不同。我們未同意特定的停駐點，並且 FedEx 保留以任何 FedEx 認為適當的方式運送貨件的權利。除運送貨件外，華沙公約國家或國際貨物公路運送公約 (CMR) 的國家境內，利用陸路交通運送貨件的貨件，受到 CMR 條款的規範，即使空運提單包含任何其他抵觸的條款。對於完全由陸路運送的貨件，如果 CMR 與其空運提單之規定有所衝突，則應以 CMR 的條款為準。賠償責任限制。若不獲華沙公約、CMR 或其他國際協定、法規、其它政府規定、命令或要求所管轄，FedEx 對於貨件的損壞、遺失、延遲、短缺、誤運、未送達、錯誤資訊或無法提供正確貨件資訊所應負的責任僅限於本「合約」以及運送合約中提及之條款與條件的規定。如須判定合約的限制，請參閱適當 FedEx 服務指南內所載的託運合約及其類似的寄件文件。FedEx 並未提供貨物責任或全險保險，但您可為每額外之 100 美元貨件申報額（或等額當地貨幣）另外付費。如果有申報較高的貨件價值並支付額外的費用，則 FedEx 的最高責任為貨件申報額或實際損失金額（以其中較低的金額為準）。不承擔責任聲明。不論在任何情況下，對於超出「此運申報額」或「貨件實際價值」之部分之任何直接、間接、附帶、特殊或後果性損失（包含但不限於收入或利潤的損失），不論 FedEx 是否有表示過這種損失可能會發生，FedEx 一律不承擔任何責任。對於您的行為或疏漏（包括但不限於貨件申報額錯誤，或是貨件的包裝、保護、標記或地址不當或不足），以及收件人或任何與貨件有關之人士的行為或疏漏，FedEx 不承擔任何責任。與現金、貨幣或其它貴重物品相關的貨件，或因人力無法控制的原因，如天災、空難、氣候條件、機器故障、戰亂、戰爭、罷工、內亂或公安機關（包括海關和檢疫）的行為或疏漏所造成的損壞、遺失、延遲、短缺、誤運、沒有送達、錯誤資訊或無法提供資訊，FedEx 概不負責，無保險。FedEx 不作出任何明示或暗示的保證。遺失、損壞或延遲的索賠。所有索賠要求均須以書面方式在嚴格的時間限制之內提出。如需詳細資訊，請參閱我們的價目表，和相關 FedEx 服務指南或託運標準條件。對於貨件的損壞、延遲或沒有運送情況，華沙公約提供特定的書面索賠程序。另外，對於華沙公約賠償法例的解釋和執行方法可能會因國家地區而異。有關條件的適用未明瞭期間，請參閱該法例內容。依照公約規定，若您未在兩年內採取行動進行索賠，即限過後您將喪失求償的權利。在您的所有運費之前，FedEx 沒有處理任何您索賠要求的義務。這些運費不得扣除您的索賠金額。如果收件人接受了貨件，而沒有在運送記錄上註明任何損壞狀況，則 FedEx 視該貨件以良好狀況送抵。為方便我們評估損壞的情況，請提供原貨件及包裝讓我們檢驗。強制性法律。本空運提單中包含或涉及的任何條款若與任何適用的國際公約、法規、政府規定、命令或要求有所抵觸時，則其他未有抵觸的規定，在許可範圍內仍有效規定並屬於此合約的一部分。任何無效或不可執行的條款並不會影響本空運提單其他部分的功效。除非另有指明，位於 2005 Corporate Avenue, Memphis, TN38132, USA 的 Federal Express Corporation 是所託運貨物的唯一承運人。電子郵件地址位於 www.fedex.com。

BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG
 TEL:(852)27749102 FAX:(852)23303668

INVOICE

NO. BFIV-0731

Date: 04 Jul 10

INVOICE of LADIES' JACKET, TUBE TOP, SKIRT

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094 , U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per TSING MA BRIDGE V.045A

Sailing on or about 5-Jul-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179029

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN JACKET					
	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN TUBE TOP					
	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN SKIRT					
	9516A (13129)	AS71		148 8/12	\$96.00	\$14,272.00
	9517A (13129)	AS43	223	148 8/12	\$99.00	\$14,718.00
	9518A (13129)	AS87		223	\$144.00	\$32,112.00
	9516B (13185)	AS71	3	6 8/12	\$96.00	\$640.00
	9517B (13185)	AS43	4	6 8/12	\$99.00	\$660.00
	9518B (13185)	AS87	6	8 8/12	\$144.00	\$1,248.00
				542 4/12		US\$63,650.00

TOTAL: TWO HUNDRED THIRTY SIX (236) CARTONS ONLY.

Shipper BEST FAMOUS ASIA LTD.
ROOM 1610-1611, PENINSULA SQUARE,
18 SUNG ON STREET, HUNGHOM,
KOWLOON, HONG KONG

B/L No.
KKLUHA22891600
B/L

17274

Consignee TO ORDER OF URBAN BRANDS
100 METRO WAY
SECAUCUS, NJ 07094
ATTN: SUSAN EISEMANN



COMBINED TRANSPORT BILL OF LADING

RECEIVED from the Shipper in apparent good order and condition unless otherwise indicated herein, Goods or Container(s) or package(s) said to contain the Goods herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading, from the place of receipt or port of loading to the port of discharge or place of delivery shown herein and there to be delivered. If required by Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for Goods or delivery order. None of the terms of this Bill of Lading can be waived by or for Carrier except by express waiver signed by Carrier or its duly authorized agent.

Notify party GILBERT INTERNATIONAL INC.
2525 BRUNSWICK AVE. STE. 204
LINDEN, NJ 07036
ATTN: VINCENT KARPELES

IN ACCEPTING THIS BILL OF LADING, Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, and the terms and conditions contained in Carrier's applicable Tariff, whether written, typed, stamped, or printed, as fully as if signed by Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all representations, agreements or freight engagements for and in connection with Carriage of Goods are superseded by this Bill of Lading. On presentation of one or more original(s) of this Bill of Lading (duly endorsed) to Carrier by or on behalf of Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to the terms of this Bill of Lading, or any rule of law or statute rendering them binding on Merchant) become binding on all respects between Carrier and Holder as though the contract evidenced hereby or contained herein had been made between them.

Pre-Carriage by Place of receipt
YANTIAN, GD CY

IN WITNESS WHEREOF, the undersigned, on behalf of Kawasaki Kisen Kaisha, Ltd., Vessel, her owners, operators and charterers, has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

Ocean Vessel Voy. No. 45A Port of loading
TSING MA BRIDGE YANTIAN, GD

Port of discharge Place of delivery
NEW YORK, NY NEW YORK, NY CY

See Clause 7 (2)
Final Destination (for the Merchants reference)

Container No.	Seal No. Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods	Gross weight	Measurement
KLFU1352625	40 DRY BAT20162		LADEN ON BOARD : 2010/07/04 "SHIPPER'S LOAD AND COUNT" 1 CONTAINER(S) PACKAGES DETAILS AS PER ATTACHED SHEET ----- 1 CONTAINER(S) (236 CARTONS)	KGS	M3

SHLEY STEWART,
INC.
100 METRO WAY
SECAUCUS,
NJ07094



Declared Value US\$ If shipper enters a value, the ad valorem rate will be charged (See Clause 24)

Total No. of Containers or Packages (in words) ONE (1) CONTAINER(S) ONLY 4,136.170 21.910

Freight and Charges	Rate	Per	Prepaid	Collect
"FREIGHT COLLECT AS ARRANGED"				

Ex. Rate 2010/06/25	Prepaid at ELIZABETH, NJ	Place and date of issue SHENZHEN 2010/07/04
Total prepaid in local currency	No. of THREE (3)	

川崎汽船(中国)有限公司深圳分公司
KAWASAKI KISEN KAISHA, LTD. SHENZHEN BRANCH

SHIPPED on board the Vessel

PARTICULARS FURNISHED BY SHIPPER

VESSEL/VOY : TSING MA BRIDGE / 045A

KKLUHA22891600

BHV-0731

DESCRIPTION DETAILS

(236 CARTONS) 4,136.170 21.910

LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX

WOVEN JACKET

(PO 13129 (JAPO9516A)/STYLE AS71)

LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX

WOVEN TUBE TOP

(PO 13129 (JAPO9517A)/STYLE AS43)

LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX

WOVEN SKIRT

(PO 13129 (JAPO9518A)/STYLE AS87)

LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX

WOVEN JACKET

(PO 13185 (JAPO9516B)/STYLE AS71)

LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX

WOVEN TUBE TOP

(PO 13185 (JAPO9517B)/STYLE AS43)

LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX

WOVEN SKIRT

(PO 13185 (JAPO9518B)/STYLE AS87)

"DC NO: 1179029"

"FREIGHT COLLECT"

SHIPPER: BEST FAMOUS ASIA LTD.

CONTAINER SUMMARY

1 CONTAINER(S) (236 CARTONS)

"APL LOGISTICS AS FORWARDING AGENT"

"SHIPPER DECLARES SHIPMENT CONTAINS NO WOOD PACKING MATERIALS."

BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNG HOM KOWLOON HONG KONG
 TEL:(852)27749102 FAX:(852)23303668

INVOICE P.1/2

NO. BFIV-0732

Date: 04 Jul 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094 , U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per TSING MA BRIDGE V.045A

Sailing on or about 5-Jul-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179030

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)	
AS PER PACKING LIST	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA	
	P.O.NOS.	STYLE NOS.	CARTON				
		LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9534A (14426)	AS270P	44	110	\$85.20	\$9,372.00	
	9534B (14426)	AS270A	78	193 4/12	\$85.20	\$16,472.00	
	9534C (14426)	AS270T	42	105	\$85.20	\$8,946.00	
	9538A (14509)	AS270PDTM	4	8	\$85.20	\$681.60	
	9538B (14509)	AS270ADTM	6	9 9/12	\$85.20	\$830.70	
	9538C (14509)	AS270TDTM	5	7 11/12	\$85.20	\$674.50	
	9538D (14511)	AS270ADTMS	3	6 6/12	\$94.20	\$612.30	
9538E (14511)	AS270TDTMS	3	4 2/12	\$94.20	\$392.50		
9539A	AS270P	3	4 11/12	\$85.20	\$418.90		

BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG
 TEL:(852)27749102 FAX:(852)23303668

INVOICE P.2/2

NO. BFIV-0732

Date: 04 Jul 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.
100 METRO WAY, SECAUCUS, NJ07094 , U.S.A.

Shipped by BEST FAMOUS ASIA LTD. per TSING MA BRIDGE V.045A

Sailing on or about 5-Jul-10 from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179030 Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9539C (14496)	AS270T	3	5 4/12	\$85.20	\$454.40
	9544A (14494)	AS270PDTM	100	250	\$85.20	\$21,300.00
	9544B (14494)	AS270ADTM	78	195	\$85.20	\$16,614.00
	9544C (14494)	AS270TDTM	68	170	\$85.20	\$14,484.00
				620 4/12		US\$52,852.40
				THE GRANT TOTAL AMOUNT:		US\$91,849.30

TOTAL: FOUR HUNDRED FORTY ONE (441) CARTONS ONLY.

**SAY TOTAL UNITED STATES DOLLARS NINETY ONE THOUSAND EIGHT HUNDRED

BFI-0732 ETA NYC 29/July/10

Shipper **BEST FAMOUS ASIA LTD.**
 ROOM 1610-1611, PENINSULA SQUARE,
 18 SUNG ON STREET, HUNGHOM,
 KOWLOON, HONG KONG

B/L No.
KKLUHA22891601
 B/L

17274

Consignee **TO ORDER OF URBAN BRANDS**
 100 METRO WAY
 SECAUCUS, NJ 07094
 ATTN: SUSAN EISEMANN



COMBINED TRANSPORT BILL OF LADING

RECEIVED from the Shipper in apparent good order and condition unless otherwise indicated herein, Goods or Container(s) or package(s) said to contain the Goods herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading, from the place of receipt or port of loading to the port of discharge or place of delivery shown herein and there to be delivered. If required by Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for Goods or delivery order. None of the terms of this Bill of Lading can be waived by or for Carrier except by express waiver signed by Carrier or its duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, and the terms and conditions contained in Carrier's applicable tariff, whether written, typed, stamped, or printed, as fully as if signed by Merchant, or by local custom or privilege to the contrary notwithstanding, and agrees that all representations, agreements or freight engagements for and in connection with Carriage of Goods are superseded by this Bill of Lading. On presentation of one or more originals of this Bill of Lading (duly endorsed) to Carrier by or on behalf of Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to the terms of this Bill of Lading, or any rule of law or statute rendering them binding on Merchant) become binding in all respects between Carrier and Holder as if such the contract evidenced hereby or contained herein had been made between them.

IN WITNESS WHEREOF, the undersigned, on behalf of Kawasaki Kisen Kaisha, Ltd., Vessel, her owners, operators and charterers, has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

• See Clause 7 (2)

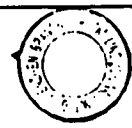
Pre-Carriage by _____ Place of receipt
YANTIAN, GD CY

Ocean Vessel **TSING MA BRIDGE** Voy. **N045A** Part of loading
YANTIAN, GD

Part of discharge **NEW YORK, NY** Place of delivery
NEW YORK, NY CY

• Final Destination (for the Merchant's reference)

Container No.	Seal No. Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods	Gross weight	Measurement
KLFU1352625	40 DRY BAT20162		LADEN ON BOARD : 2010/07/04 "SHIPPER'S LOAD AND COUNT" 1 CONTAINER(S) PACKAGES DETAILS AS PER ATTACHED SHEET ----- 1 CONTAINER(S) (441 CARTONS)	KGS	M.
Declared Value US\$ _____ If shipper enters a value, the ad valorem rate will be charged (See Clause 24)					
Total No. of Containers ONE (1) CONTAINER(S) ONLY or Packages (in words)				9,080.830	32.06



PARTICULARS FURNISHED BY SHIPPER

Freight	Charges	Rate	Per	Prepaid	Collect
"FREIGHT COLLECT AS ARRANGED"					

2010/06/25	Prepaid at	EDYZABETH, NJ	SHENZHEN 2010/07/04
	Total prepaid in local currency	No. THREE (3)	

SHIPPED on board the Vessel

川崎汽船(中国)有限公司深圳分公司
 KAWASAKI KISEN KAISHA, LTD. SHENZHEN BRANCH
 AS CARRIER
 E. Wong

VESSEL/VOY : TSING MA BRIDGE / 045A

KKLUHA22891601

BH-0732

DESCRIPTION DETAILS

(441 CARTONS) 9,080.830 32.060

LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX

WOVEN PANTS

(PO 14426 (JAPO9534A-C)/STYLE

AS270P/A/T)

(PO 14509 (JAPO9538A-E)/STYLE

AS270PDTM/ADTM/TDTM/

ADTMS/TDTMS)

(PO 14496 (JAPO9539A-C)/STYLE

AS270P/A/T)

(PO 14494 (JAPO9544A-C)/STYLE

AS270PDTM/ADTM/TDTM)

'DC NO: 1179030"

'FREIGHT COLLECT"

SHIPPER: BEST FAMOUS ASIA LTD.

CONTAINER SUMMARY

1 CONTAINER(S) (441 CARTONS)

'APL LOGISTICS AS FORWARDING AGENT"

'SHIPPER DECLARES SHIPMENT

CONTAINS NO WOOD PACKING

MATERIALS."

BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNGHOM KOWLOON HONG KONG
 TEL:(852)27749102 FAX:(852)23303668

INVOICE P.1/2

NO. BFIV-0733

Date: 13 Jul 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094, U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per MOL LOIRE V.001A

Sailing on or about 14-Jul-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179031

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)
	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA
	P.O.NOS.	STYLE NOS.	CARTON			
AS PER PACKING LIST	LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9535A (14427)	AS275P	29	72 6/12	\$85.20	\$6,177.00
	9535B (14427)	AS275A	33	82 6/12	\$85.20	\$7,029.00
	9535C (14427)	AS275T	44	108 8/12	\$85.20	\$9,258.40
	9536A (14463)	AS275P	33	82 6/12	\$85.20	\$7,029.00
	9536B (14463)	AS275A	41	102 6/12	\$85.20	\$8,733.00
	9536C (14463)	AS275T	31	77 6/12	\$85.20	\$6,603.00
	9540A (14516)	AS275P	4	7 1/12	\$85.20	\$603.50
	9540B (14516)	AS275A	5	9 3/12	\$85.20	\$788.10
	9540C	AS275T	3	6 1/12	\$85.20	\$518.30

BEST FAMOUS ASIA LTD

ROOM 1610-11 PENINSULA SQUARE 18 SUNG ON STREET HUNG HOM KOWLOON HONG KONG
 TEL:(852)27749102 FAX:(852)23303668

INVOICE P.2/2

NO BFIV-0733

Date: 13 Jul 10

INVOICE of LADIES' PANTS

For account and risk of Messrs. : URBAN BRANDS, INC.

100 METRO WAY, SECAUCUS, NJ07094 , U.S.A.

Shipped by BEST FAMOUS ASIA LTD.

per MOL LOIRE V.001A

Sailing on or about 14-Jul-10

from YANTIAN, CHINA TO NEW YORK, U.S.A.

L/C No. 1179031

Contract No. AS BELOW

Marks & Nos.	Description of Goods			Quantity	Unit Price	Amount (US\$)	
AS PER PACKING LIST	PAYMENT: BY L/C			DOZEN	US\$/DOZEN	FOB CHINA	
	P.O.NOS.	STYLE NOS.	CARTON				
		LADIES' 82% COTTON 17% POLYESTER 1% SPANDEX WOVEN PANTS					
	9540E (14520)	AS275TS	1	11/12	\$94.20	\$86.35	
	9541A (14517)	AS275P	4	7 3/12	\$85.20	\$617.70	
	9541B (14517)	AS275A	5	9 3/12	\$85.20	\$788.10	
	9541C (14517)	AS275T	3	6 1/12	\$85.20	\$518.30	
	9541D (14518)	AS275AS	1	1 10/12	\$94.20	\$172.70	
9541E (14518)	AS275TS	1	11/12	\$94.20	\$86.35		
			26 3/12		US\$2,269.50		
	THE GRANT TOTAL AMOUNT:				US\$49,181.50		

TOTAL: TWO HUNDRED THIRTY NINE (239) CARTONS ONLY.

**SAY TOTAL UNITED STATES DOLLARS FORTY NINE THOUSAND ONE HUNDRED EIGHTY ONE AND CENTS

Shipper **BEST FAMOUS ASIA LTD.**
 ROOM 1610-1611, PENINSULA SQUARE,
 18 SUNG ON STREET, HUNGHOM,
 KOWLOON, HONG KONG

B/L No.
KKLUHA23177800
 B/L

17274

Consignee **TO ORDER OF URBAN BRANDS**
 100 METRO WAY
 SECAUCUS, NJ 07094
 ATTN: SUSAN EISEMANN

Notify party **GILBERT INTERNATIONAL INC.**
 2525 BRUNSWICK AVE. STE. 204
 LINDEN, NJ 07036
 ATN: VINCENT KARPELES

Pre-Carriage by **YANTIAN, GD CY**
 Place of receipt

Ocean Vessel **MOL LOIRE** Voy. **NOOLA** Port of loading **YANTIAN, GD**

Port of discharge **NEW YORK, NY** Place of delivery **NEW YORK, NY CY**

Final Destination (for the Merchant's reference)

COMBINED TRANSPORT BILL OF LADING

RECEIVED from the Shipper in apparent good order and condition unless otherwise indicated herein, Goods or Container(s) or package(s) said to contain the Goods herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading, from the place of receipt or port of loading to the port of discharge or place of delivery shown herein and there to be delivered. If required by Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for Goods or delivery order. None of the terms of this Bill of Lading can be waived by or for Carrier except by express waiver signed by Carrier or its duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, and the terms and conditions contained in Carrier's applicable tariff, whether written, typed, stamped, or printed, as fully as if signed by Merchant, or local custom or privilege to the contrary notwithstanding, and agrees that all representations, agreements or freight engagements for and in connection with Carriage of Goods are superseded by this Bill of Lading. On presentation of one or more original(s) of this Bill of Lading (duly endorsed) to Carrier by or on behalf of Holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to the terms of this Bill of Lading, or any rule of law or statute rendering them binding on Merchant) become binding in all respects between Carrier and Holder as though the contract evidenced hereby or contained herein had been made between them.

IN WITNESS WHEREOF, the undersigned, on behalf of Kawasaki Kisen Kaisha, Ltd., Vessel, her owners, operators and charterers, has signed the number of Bill(s) of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

See Clause 7 (2)

Container No.	Seal No. Marks and Numbers	No. of Containers or pkgs.	Kind of packages; description of goods	Gross weight	Measurement
TCKU1872890	20 DRY BAT04185		LADEN ON BOARD : 2010/07/14 "SHIPPER'S LOAD AND COUNT" 1 CONTAINER(S) PACKAGES DETAILS AS PER ATTACHED SHEET ----- 1 CONTAINER(S), (239 CARTONS)	KGS: 5,118.570	M3 17.700
Declared Value US\$			If shipper enters a value, the ad valorem rate will be charged (See Clause 24)		
Total No. of Containers or Packages (in words)					
ONE (1) CONTAINER(S) ONLY					



PARTICULARS FURNISHED BY SHIPPER

FREIGHT COLLECT AS ARRANGED		Rate	Per	Prepaid	Collect
2010/07/03		Prepaid at	SHENZHEN 2010/07/14		
		total prepaid in local currency	No. of (0) B(s)/L		

川崎汽船(中国)有限公司深圳分公司
 KAWASAKI KISEN KAISHA, LTD. SHENZHEN BRANCH
 AS CARRIER

SHIPPED on board the Vessel

VESSEL/VOY : MOL LOIRE / 001A

KKLUHA23177800

BH-0733

DESCRIPTION DETAILS

(239 CARTONS) 5,118.570 17.700

LADIES' 82% COTTON 17% POLYESTER
1% SPANDEX WOVEN PANTS

(PO 14427 (JAPO9535A-C)/STYLE
AS275P/A/T)

(PO 14463 (JAPO9536A-C)/STYLE
AS275P/A/T)

(PO 14516, 14520
(JAPO9540A-E)/STYLE AS275P/A/T/AS
/TS)

(PO 14517, 14518
(JAPO9541A-E)/STYLE AS275P/A/T/AS
/TS)

"DC NO: 1179031"

"FREIGHT COLLECT"

SHIPPER: BEST FAMOUS ASIA LTD.

1 CONTAINER(S) (239 CARTONS)

"APL LOGISTICS AS FORWARDING AGENT"

"SHIPPER DECLARES SHIPMENT
CONTAINS NO WOOD PACKING
MATERIALS."

BEST FAMOUS

REVISED ON 8/25/10

	LC INV AMT	*RTV 1st cost	SUB TOTAL	5% DISCOUNT	FRT & DUTY	Revised Inv amount	Status
*1179029	<u>63,924.00</u>		63,924.00	<u>3196.20</u>		<u>60,727.80</u>	invoice not paid
*1179031	<u>49,181.50</u>		49,181.50	<u>2459.08</u>		<u>46,722.43</u>	invoice not paid
*1179030	91,849.30	1,285.10	90,564.20	4528.21	262.45	85,773.54	invoice not paid
		1,285.10		10,183.49	262.45	<u>11,731.04</u>	chargeback submitted to AP 8/24
* PO 14494							
181 units moldy, 9 units returned to factory by Fedex, 172 units available for pick up, RTV							
7.10 1st cost per unit							
8.55 per unit landed							
1.45 freight and duty per unit							

SHIPMENT RECEIVED IN DC INVENTORY, SENT TO WASHING FACILITY

**1179022 4974 units

PO	units	1st cost	total	chargeback 5% discount	Status
13543	346	7.10	2456.60	122.83	chgbk to AP 8/24
13544	302	7.10	2144.20	107.21	chgbk to AP 8/24
13545	216	7.10	1533.60	76.68	chgbk to AP 8/24
13610	4110	7.10	29181.00	1459.05	chgbk to AP 8/24
	4974			1765.77	
Additional related expenses:					
100% DC inspection, of washed goods				2,487.00	chbk to AP 8/17
Demurrage at pier file 1179022				1,260.00	chbk to AP 8/17
local frt to wash facility				577.50	chbk to AP 8/17
estimated return frt from wash facility to DC				577.50	chbk to AP 8/17
				4,902.00	
washing by John Bennett Co Inv 48571				22,935.00	chbk to AP 8/24

LC 1179032 in transit to DC ETA 9/9 to port

Must be inspected 100% for mold, prior shipments received did have mold

units	1st cost	chargeback 5% disc	Status
10563	7.10	<u>75,562.50</u>	<u>3778.13</u>
72	7.85		

**FACTORY MUST REVISE INVOICE FOR
CUSTOMS ENTRY**

45,111.93 total of all charges

Cherry

寄件者: <leecfal@netvigator.com>
收件者: "Momoko" <momoko@wellplus.com.hk>; "Cherry" <cherry@wellplus.com.hk>; "FION" <fion@wellplus.com.hk>;
"Bonnie" <Bonnie@wellplus.com.hk>
傳送日期: 2010年9月8日 AM 11:01
附加檔案: Book4.xls
主旨: Fw: Sets and 5 pocket chargeback summary

Sent from my BlackBerry® wireless device

From: "Susan Eisemann" <SEisemann@urbanbrands.com>
Date: Tue, 7 Sep 2010 14:30:10 -0400
To: leecfal<leecfal@netvigator.com>
Cc: Melfi Jimenez<mjimenez@urbanbrands.com>; Kristen Gaskins<kgaskins@urbanbrands.com>; Luisa Fernandez<lfernandez@urbanbrands.com>; Mike Castoro<MCastoro@urbanbrands.com>; Mike Abate<MAbate@urbanbrands.com>; Georgia Smith<gsmith@urbanbrands.com>; Eric Barbour<EBarbour@urbanbrands.com>
Subject: Sets and 5 pocket chargeback summary

Albert,

In our email of last week, attached is the summary of the moldy sets and 5 pocket. The total includes \$3,000 for a check that was sent to us as a marketing allowance. We deposited check but bank would not honor.
I will wait for you to review and hold off submitting a chargeback to our Accounts Payable Dept until tomorrow.

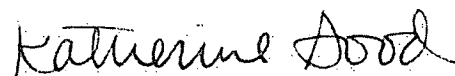
Susan

mailing, hand delivering or delivering by courier service such request for payment of Administrative Claim to the Clerk of the Bankruptcy Court at 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 or (b) using the Bankruptcy Court's CM/ECF electronic filing system.³ The request for payment of an Administrative Claim will be timely filed only if it is actually received by the Bankruptcy Court by 5:00 p.m. (Eastern Standard Time) on the Administrative Bar Date. Parties requesting compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code must file an application with the Bankruptcy Court on or prior to the Administrative Bar Date, or be forever barred from seeking such compensation or expense reimbursement.

PLEASE TAKE FURTHER NOTICE that, pursuant to Article VII.B of the Plan, Claims created by the rejection of executory contracts and unexpired leases pursuant to Article VII.A of the Plan or the expiration or termination of any executory contract or unexpired lease prior to the Effective Date ("Rejection Claims"), must be filed no later than thirty (30) days after the Effective Date, or **December 31, 2011** (the "Rejection Claims Bar Date") by submitting an original proof of claim and any supporting documentation on the Debtors' claims and noticing agent, BMC Group, Inc. (i) if by first class mail, BMC Group, Inc., Attn: Urban Brands Claims Processing, P.O. Box. 3020, Chanhassen, MN 55317-3020 or (ii) if by messenger or overnight courier, BMC Group, Inc., Attn: Urban Brands Claims Processing, 18750 Lake Drive East, Chanhassen, MN 55317. Any Rejection Claims for which proofs of claim are not timely filed by 5:00 p.m. (Eastern Standard Time) on the Rejection Claims Bar Date will be forever barred for assertion against the Debtors, the Estates, their successors and assigns, and their assets and properties, unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order are both available for inspection during regular business hours in the office of the Clerk for the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. Copies of the Plan or the Confirmation Order may also be obtained by: (a) accessing the Debtors' website at www.bmcgroup.com/urbanbrands; (b) requesting a copy from the Debtors' claims and noticing agent, BMC Group, Inc., Attn: Urban Brands Claims Processing, P.O. Box. 3020, Chanhassen, MN 55317-3020; or (c) calling 1-888-909-0100.

Dated: December 1, 2011
Wilmington, Delaware



Mark D. Collins (No. 2981)
Paul N. Heath (No. 3704)
L. Katherine Good (No. 5101)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

*Attorneys for the Debtors and
Debtors in Possession*

³ For the avoidance of doubt, the Administrative Bar Date does not apply to any fees payable pursuant to section 1930 of title 28 of the United States Code.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
UBI Liquidating Corp., <u>et al.</u> , ¹)	Case No. 10-13005 (KJC)
)	
Debtors.)	Jointly Administered

**NOTICE OF EFFECTIVE DATE, ADMINISTRATIVE BAR DATE,
REJECTION CLAIMS BAR DATE, AND FINAL FEE APPLICATION DEADLINE**

PLEASE TAKE NOTICE that, pursuant to section 1129 of title 11 of the United States Code, §§ 101-1532 (the “Bankruptcy Code”), on **October 19, 2011**, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the *Order Confirming the Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* [Docket No. 1447] (the “Confirmation Order”) confirming the *Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code*, dated July 20, 2011 [Docket No. 1384] (as confirmed by the Confirmation Order and as may be amended in accordance with provisions thereof, the “Plan”).²

PLEASE TAKE FURTHER NOTICE that the Plan’s Effective Date was **December 1, 2011**.

PLEASE TAKE FURTHER NOTICE that, pursuant to Article XI.A of the Plan, the deadline for the Debtors’ and the Creditors’ Committee’s professionals to file final fee applications for fees and expenses shall be forty-five (45) days after the Effective Date, or **January 15, 2011**.

PLEASE TAKE FURTHER NOTICE that, pursuant to Article IV.I of the Plan, requests for payment of Administrative Claims pursuant to section 503 of the Bankruptcy Code, from parties other than the Debtors’ and Creditor’s Committees’ professionals, must be filed with the Bankruptcy Court no later than thirty (30) days after the Effective Date, or **December 31, 2011** (the “Administrative Bar Date”) by (a)

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. (3787), 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 07094.

² Capitalized terms not defined herein shall have the meanings assigned to them in the Plan.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
UBI Liquidating Corp., et al.,¹) Case No. 10-13005 (KJC)
)
Debtors.) Jointly Administered
)

BALLOT FOR ACCEPTING OR REJECTING JOINT PLAN OF
LIQUIDATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

CLASS 4: GENERAL UNSECURED CLAIMS

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE
PLAN IS 5:00 P.M., EASTERN TIME, ON OCTOBER 12, 2011**

This Ballot is submitted to you to solicit your vote to accept or reject the *Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code* (the "Plan") described in the accompanying disclosure statement, dated July 20, 2011 (the "Disclosure Statement"). Capitalized terms used in this Ballot and the attached instructions that are not otherwise defined have the meanings given to them in the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. To have your vote counted, you must complete, sign and return this Ballot to BMC Group, Inc., so that it is received by the deadline indicated above.

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. (3787), 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 07094.

PLEASE CAREFULLY READ THE IMPORTANT INFORMATION REGARDING RELEASES, INJUNCTIONS AND STAYS IN THE PLAN AND COMPLETE ITEM 2. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST. YOU MAY NOT SPLIT YOUR VOTE ON THE PLAN, YOU MUST VOTE ALL CLASS 4 GENERAL UNSECURED CLAIMS OF WHICH YOU ARE A HOLDER EITHER TO ACCEPT OR REJECT THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES, INJUNCTIONS AND STAYS IN THE PLAN

Article IX.D of the Plan provides for the following releases:

Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties (i.e. holders of Claims voting to accept the Plan) shall be deemed to have forever released, waived and discharged all causes of action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date in any way related to the Debtors, the Chapter 11 Cases or the Plan against the Releasees.

Article IX.E of the Plan provides for the following injunctions and stays:

1. Pursuant to Section 1141(d)(3) of the Bankruptcy Code, confirmation of this Plan will not discharge the Debtors; provided, however, upon confirmation of the Plan, the occurrence of the Effective Date, and Distributions hereunder, Claimants may not seek payment or recourse against or otherwise be entitled to any Distribution from the Liquidating Trust Assets except as expressly provided in this Plan and the Liquidating Trust Agreement.
2. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, all Parties and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Equity Interest, from:
 - (a) commencing or continuing in any manner any action or other proceeding of any kind against any of the Debtors' Estates, the UBI Liquidating Trust, their successors and assigns, and any of their assets and properties;
 - (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Debtor's Estate, the UBI Liquidating Trust, their successors and assigns, and any of their assets and properties;
 - (c) creating, perfecting or enforcing any encumbrance of any kind against any Debtor's Estate, the UBI Liquidating Trust, their successors and assigns, and any of their assets and properties;
 - (d) asserting any right of setoff or subrogation of any kind against any obligation due from any Debtor's Estate, the UBI Liquidating Trust or their successors and assigns, or against any of their assets and properties, except to the extent a right to setoff or subrogation is asserted with respect to a timely filed proof of claim; or
 - (e) commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim or Equity Interest or Cause of Action released or settled hereunder.
3. From and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner against the Debtors, their Estates, their successors and assigns, and any of their assets and properties, any suit, action or other proceeding, on account of or respecting any claim, demand,

liability, obligation, debt, right, cause of action, interest or remedy released or to be released pursuant to the Plan or the Confirmation Order.

PLEASE READ THE ATTACHED VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ITEMS 1 AND 2. IF NEITHER THE "ACCEPT" OR "REJECT" BOX IS CHECKED IN ITEM 1, THIS BALLOT, IF SIGNED, WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINES BELOW, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 4 General Unsecured Claim under the Plan against one or more of the Debtors in the amount set forth below, votes to (check one box):

Accept the Plan.

Reject the Plan.



NOTICE OF INJUNCTION/RELEASES: BY ACCEPTING THE PLAN YOU WILL BE DEEMED TO HAVE CONSENTED TO THE INJUNCTION AND RELEASE PROVISIONS OF THE PLAN DESCRIBED IN ARTICLE IX OF THE PLAN.

Creditor: BEST FAMOUS ASIA LTD Claim Amount: \$118,419.29

Item 2. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant.

MR. ALBERT LEE C.F.

Name

Social Security or Federal Tax I.D. No.

By:

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Date Completed



**VOTING INFORMATION AND INSTRUCTIONS
FOR COMPLETING THE BALLOT**

1. In the boxes provided in Item 1 of the Ballot, please indicate acceptance or rejection of the Plan. Complete the Ballot by providing all the information requested and sign, date and return the Ballot by mail, overnight courier or personal delivery to BMC Group, Inc. (the "Voting Agent") at the following address:

If sent by First Class Mail:

BMC Group, Inc.,
Attn: Urban Brands Ballot Processing
P.O. Box 3020
Chanhassen, MN 55317-3020

If sent by Messenger or Overnight Courier:

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

- Ballots must be received by the Voting Agent by 5:00 p.m., Eastern Time, on October 12, 2011 (the "Voting Deadline").** If a Ballot is received after the Voting Deadline, it will not be counted. An envelope addressed to the Voting Agent is enclosed for your convenience. Ballots submitted by facsimile will not be accepted.
2. **Each Ballot you receive is for voting only your Claim described on the Ballot. Please complete and return each Ballot you receive. The attached Ballot is designated only for voting Class 4 General Unsecured Claims.** You must vote all of your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan will not be counted.
 3. Your Claim has been **temporarily allowed solely for purposes of voting** to accept or reject the Plan in accordance with certain tabulation rules approved by the Bankruptcy Court (the "Tabulation Rules"). The Tabulation Rules are set forth in the *Notice of (A) Deadline for Casting Votes to Accept or Reject the Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code, (B) Hearing to Consider Confirmation of Proposed Plan and (C) Related Matters*, which is enclosed with the solicitation materials you received along with this Ballot. The temporary allowance of your Claim for voting purposes does not constitute an allowance of your Claim for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors in any other context (e.g., the right of the Debtors to contest the amount or validity of any Claim for purposes of allowance under the Plan). If you wish to challenge the temporary allowance of your Claim for voting purposes, you must file a motion, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by the later of (a) September 29, 2011 and (b) fifteen days after the date of service of a notice of an objection, if any, to your Claim. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the Tabulation Rules, regardless of the amount identified in Item 1 of the Ballot. If a lesser amount is identified in Item 1 of the Ballot, your Claim will be counted as a vote in such lesser amount.
 4. The Ballot does not constitute and shall not be deemed a proof of Claim or equity interest or an assertion of a Claim or equity interest.
 5. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the last dated Ballot received by the Voting Agent before the Voting Deadline will supersede any prior Ballots.

PLEASE RETURN YOUR BALLOT PROMPTLY.

THE VOTING AGENT WILL NOT ACCEPT BALLOTS BY FACSIMILE TRANSMISSION.

**IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR
IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES,
PLEASE CALL THE VOTING AGENT AT (888) 909-0100.**

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BEST FAMOUS ASIA LTD
RM1610-11 PENINSULA SQ
18 SUNG ON ST
HONG KONG,
China, People's Republic Of