

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE	:	
	:	Chapter 11
UBI Liquidating Corp., et al.,	:	
	:	Case No.: 10-13005 (KJC)
	:	
Debtor(s).	:	Jointly Administered
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**REQUEST AND APPLICATION OF NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH PA, AND CERTAIN OTHER AFFILIATES OF
CHARTIS INC. FOR PAYMENT OF ADMINISTRATIVE
EXPENSE CLAIM**

National Union Fire Insurance Company of Pittsburgh PA, and certain other affiliates of Chartis Inc. (together "Claimant"), which provided insurance coverage or other services to UBI Liquidating Corp., et al., (the "Debtors") attached hereto as Exhibit A, hereby file this request for payment of administrative expense claim, and respectfully state as follows:

1. On September 21, 2010 (the "Petition Date"), the Debtors commenced their bankruptcy cases under chapter 11, title 11 of the United States Code (the "Bankruptcy Code").
2. On and after the Petition Date, Claimant provided and continues to provide directors and officers, commercial crime insurance coverages, among others, to the Debtors for various periods commencing on April 30, 2010 and ending 12:00 a.m., April 30, 2017¹. A spreadsheet listing the post-petition policies issued to the Debtors is

¹Nothing herein shall be deemed to modify the terms of the policies. For issues of coverage or otherwise, the policies shall control.

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attached hereto as Exhibit B. Additionally, Claimant and Debtors may have or may in the future enter into additional policies during the pendency of these bankruptcy cases.

3. Pursuant to the policies, the Debtors are obligated to pay to Claimant, among other things, premiums, certain deductibles, self-insured retentions, reimbursement obligations, any additional premiums, fees, expenses and related costs. Claimant is entitled to administrative expense status pursuant to section 503(b) of the Bankruptcy Code for all amounts, liquidated, unliquidated, contingent or otherwise, for insurance and other services provided to the Debtors after the Petition Date. If any amounts become liquidated and due, Claimant seeks to be paid in the ordinary course of business. This Request is made for all obligations of the Debtors arising under the policies issued by Claimant to the Debtors whether or not the relevant insurance policies and related agreements are specifically listed or described in Exhibit B. Claimant reserves the right to amend this administrative expense claim request as such amounts become liquidated.

4. The test to determine whether an applicant is entitled to payment of an administrative expense, is whether the efforts of the applicant resulted in actual and demonstrable benefit to the debtor's estate. In re AM Intern, Inc., 203 B.R. 898, 904 (Bankr. D. Del. 1996) (citing Lebron v. Mecham Financial, Inc., 27 F.3d 944 (3d Cir. 1994)). It is well settled that insurance is a recognized means of protecting and preserving the estate, thus providing a benefit to the estate. In re Gamma Fishing Co., Inc., 70 B.R. 949, 953 (Bankr. S.D. Calif. 1987) (citing 2 Collier Bankruptcy Manual, 503-517 (3d ed. 1986)). It is equally well settled that the insurance provider is to be awarded administrative expense priority for the pro rata share of the premium during the

post petition period in which the estate received benefits from the insurance contract. Gamma, 70 B.R. at 955 (where debtor receives necessary benefits from a pre-petition insurance contract, the insurer is entitled to an administrative claim for the pro-rata share of the premium during which the estate received the benefit of the contract).

5. As the amount owed to Claimant relates to the period arising after the Petition Date and the Debtors received a substantial benefit from the existence of the insurance coverage, Claimant is entitled to an administrative expense claim, pursuant to section 503(b) of the Bankruptcy Code.

6. Additionally, Claimant reserves the right to amend this request for payment to add any additional amounts due, including without limitation, premiums or any deductibles, losses, or self-insured retention, reimbursement obligations, fees, expenses, and related costs on any of the Policies set forth herein or on the list attached hereto in Exhibit B.

7. The filing of this request for payment is not intended to waive any right to arbitration. Claimant expressly reserves the right to seek arbitration of any dispute arising in connection with this request. To the extent of any pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.

8. In executing and filing this request for payment, Claimant: (i) does not submit itself to the jurisdiction of this Court for any purpose other than with respect to said request for payment; (ii) does not waive any right or rights that it has or may have against any other persons liable for all or part of the request for payment set forth herein; (iii) expressly reserves the right to the extent permitted by law to amend or supplement

this request for payment in any respect; and (iv) expressly reserves the right to assert all claims, causes of action, defenses, offsets or counterclaims. Claimant expressly reserves all rights to cancel or rescind any and all of the agreements which are the subject of this request for payment.

WHEREFORE, Claimant respectfully requests that the Court enter an Order in the form attached hereto (i) granting Claimant an allowed administrative expense claim for any amounts arising after the Petition Date; (ii) requiring the Debtors to make payment of such claim in the ordinary course of business; and (iii) providing for such other relief that the Court deems just and proper.

Dated: December 30, 2011

BLANK ROME LLP

/s/ Alan M. Root

David W. Carickhoff (No. 3715)

Alan M. Root (No. 5427)

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Attorneys for Claimant

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE	:	Chapter 11
	:	
UBI Liquidating Corp., et al.,	:	Case No.: 10-13005 (KJC)
	:	
Debtor(s).	:	Jointly Administered
	:	

**Objection Deadline: 1/12/12 @ 4:00 p.m. (ET)
Hearing Date: TBD**

**NOTICE OF REQUEST AND APPLICATION OF NATIONAL UNION FIRE
INSURANCE COMPANY OF PITTSBURGH PA, AND CERTAIN OTHER
AFFILIATES OF CHARTIS INC. FOR PAYMENT OF ADMINISTRATIVE
EXPENSE CLAIM**

National Union Fire Insurance Company of Pittsburgh PA, and certain other affiliates of Chartis Inc. (together “Claimant”), filed the **Request and Application of National Union Fire Insurance Company of Pittsburgh PA, and Certain other Affiliates of Chartis Inc. for Payment of Administrative Expense Claim** (the “Application”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801 (the “Bankruptcy Court”). A true and correct copy of the Application is attached hereto.

Objections and other responses to the relief requested in the Application, if any, must be in writing and be filed with the Bankruptcy Court no later than **4:00 p.m. Eastern Time on January 12, 2012**. Any objections or other responses to the Application, if any, must also be served so that they are received by the undersigned no later than **January 12, 2012 at 4:00 p.m. Eastern Time**.

IF NO OBJECTIONS ARE TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

IN THE EVENT THAT ANY OBJECTION OR RESPONSE IS FILED AND SERVED
IN ACCORDANCE WITH THIS NOTICE, A HEARING ON THE APPLICATION WILL BE
HELD BEFORE THE HONORABLE KEVIN J. CAREY AT THE BANKRUPTCY COURT
AT A DATE AND TIME TO BE DETERMINED.

Dated: December 30, 2011

BLANK ROME LLP

/s/ Alan M. Root

David W. Carickhoff (No. 3715)

Alan M. Root (No. 5427)

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Attorneys for Claimant

EXHIBIT A

DEBTORS' LIST

10-13005-KJC	Urban Brands, Inc., et al.
10-13004-KJC	ASIL 6, Inc.
10-13006-KJC	Ashley Stewart Management Co., Inc.
10-13007-KJC	Carraizo Alto Apparel Corporation
10-13008-KJC	Kidspot of Delaware, Inc.
10-13009-KJC	100% Girls of Georgia, Inc.
10-13010-KJC	The Essence of Body & Soul, Ltd.
10-13011-KJC	Large Apparel of District of Columbia, Inc.
10-13012-KJC	100% Girls of New York, Inc.
10-13013-KJC	Large Apparel of Michigan, Inc.
10-13014-KJC	Large Apparel of Louisiana, Inc.
10-13015-KJC	A.S. Interactive, Inc.
10-13016-KJC	Ashley Stewart Clothing Company, Inc.
10-13017-KJC	Large Apparel of Illinois, Inc.
10-13018-KJC	Large Apparel of Maryland, Inc.
10-13019-KJC	Large Apparel of Indiana, Inc.
10-13020-KJC	Kidspot of New Jersey, Inc.
10-13021-KJC	Ashley Stewart Woman Ltd.
10-13022-KJC	100% Girls Ltd.
10-13023-KJC	Large Apparel of Mississippi, Inc.
10-13024-KJC	Kid Spot Ltd.
10-13025-KJC	Marianne VI, Inc.

10-13026-KJC	Large Apparel of Florida, Inc.
10-13027-KJC	Ashley Stewart Ltd.
10-13028-KJC	Kidspot of Pennsylvania, Inc.
10-13029-KJC	Large Apparel of North Carolina, Inc.
10-13030-KJC	Marianne USPR, Inc.
10-13031-KJC	Large Apparel of Alabama, Inc.
10-13032-KJC	Large Apparel of California, Inc.
10-13033-KJC	Kidspot of Illinois, Inc.
10-13034-KJC	100 Percent Girls of New Jersey, Inc.
10-13035-KJC	Large Apparel of Connecticut, Inc.
10-13036-KJC	Large Apparel of Ohio, Inc.
10-13037-KJC	Large Apparel of South Carolina, Inc.
10-13038-KJC	Large Apparel of Georgia, Inc.
10-13039-KJC	Large Apparel of Tennessee, Inc.
10-13040-KJC	Church Street Retail, Inc.
10-13041-KJC	Large Apparel of New Jersey, Inc.
10-13042-KJC	Large Apparel of Missouri, Inc.
10-13043-KJC	Large Apparel of Texas, Inc.
10-13044-KJC	Large Apparel of Pennsylvania, Inc. J
10-13045-KJC	Large Apparel of Virginia, Inc.
10-13046-KJC	Urban Brands TM Holding Co.
10-13047-KJC	Kidspot of Texas, Inc.
10-13048-KJC	Large Apparel of Wisconsin, Inc.

10-13049-KJC	Large Apparel of New York, Inc.
10-13050-KJC	Metro Apparel of Kentucky, Inc.
10-13051-KJC	Kidspot of Ohio, Inc.
10-13052-KJC	Urban Acquisition Corporation of New Jersey, Inc.
10-13053-KJC	Kidspot of Michigan, Inc.
10-13054-KJC	Urban Acquisition Corporation of New York, Inc.
10-13055-KJC	Metro Apparel of Massachusetts, Inc.
10-13056-KJC	ASNJ 10, Inc.
10-13057-KJC	Ashley Stewart Apparel Corporation
10-13058-KJC	Marianne Ltd.

EXHIBIT B

Policy #	Profit Center	Branch	MLOB	Insured Name	Writing Company	Effective	Expiration
				URBAN BRANDS, INC.			
				PETITION DATE: 9/21/2010			
				ADMIN POLICY LIST DATE:			
				12.20.2011			
00018197763	39 - PRIVATE AND NON PROFIT MGMT LI	01 - NEW YORK	DO	URBAN BRANDS, INC	NATIONAL UNION FIRE INS.CO.	2010-04-30	2017-04-30
00013052836	39 - PRIVATE AND NON PROFIT MGMT LI	04 - BOSTON	DO	ASHLEY STEWART LTD	NATIONAL UNION FIRE INS.CO.	2010-10-29	2011-10-29
00013052836	63 - MIDDLE MARKET FIDELITY	04 - BOSTON	FIDL	ASHLEY STEWART LTD	NATIONAL UNION FIRE INS.CO.	2010-10-29	2011-10-29

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE	:	
	:	Chapter 11
UBI Liquidating Corp., et al.,	:	
	:	Case No.: 10-13005 (KJC)
Debtor(s).	:	
	:	Jointly Administered
<hr/>		
	:	Re: D.I. _____

**ORDER GRANTING REQUEST AND APPLICATION OF NATIONAL UNION FIRE
INSURANCE COMPANY OF PITTSBURGH PA, AND CERTAIN OTHER AFFILIATES
OF CHARTIS INC. FOR PAYMENT OF ADMINISTRATIVE
EXPENSE CLAIM**

Upon the Request and Application of National Union Fire Insurance Company of Pittsburgh PA, and Certain other Affiliates of Chartis Inc. (together “Claimant”) for Payment of Administrative Expense Claim (the “Application”);¹ and it appearing that notice of the Application was proper and sufficient under the particular circumstances and that no other or further notice need be given; and the Bankruptcy Court having considered the Application and any responses thereto; and good and sufficient cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. Claimant shall have an allowed administrative expense claim pursuant to section 503(b) of the Bankruptcy Code for all amounts, liquidated, unliquidated, contingent or otherwise, for insurance and other services provided to the Debtors after the Petition Date.

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Application.

3. The Debtors (or any successor to the Debtors, including any liquidating trustee) shall pay such administrative claims in the ordinary course of business as they become due and liquidated.

4. This Order is without prejudice to Claimant's right to amend or supplement the Application.

5. The Bankruptcy Court shall retain jurisdiction to interpret and enforce the terms of this Order and all matters arising out of this Order.

Dated: _____

Honorable Kevin J. Carey
United States Bankruptcy Judge

CERTIFICATE OF SERVICE

I, *Alan M. Root*, hereby certify that on December 30, 2011, I caused a copy of the *Request and Application of National Union Fire Insurance Company of Pittsburgh PA, and Certain Other Affiliates of Chartis Inc, for Payment of Administrative Expense Claim and Notice* thereof to be served on the parties listed below via United States First Class Mail, postage prepaid.

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L. Katherine Good
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/s/ Alan M. Root
Alan M. Root (DE No. 5427)