

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: UBI Liquidating Corp. f/k/a Urban Brands, Inc.		Case Number: 10-13005 (KJC)
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): WEIL, LAURA A.		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: 00590 (if known) Filed on: 1/21/2011
Name and address where notices should be sent: 220 EAST 73RD STREET Apartment 7H NEW YORK, NEW YORK 10021 Telephone No. BMC GROUP (cell) 917.257.0179		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ 90,000 + 200,000 = \$290,000 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.
2. Basis for Claim: _____ (See instruction #2 on reverse side.)		<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)(____).
3. Last four digits of any number by which creditor identifies debtor: 3866 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.)		* 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.
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:		Amount entitled to priority: \$ _____
Date: 11/26/13	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. Laura A. Weil	FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



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

INFORMATION

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.

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.
Attn: Urban Brands
Claims Processing
P.O. Box 3020
Chanhassen, MN 55317

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

**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

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM AGAINST DEBTOR
[INCLUDING ANY CLAIMS PURSUANT TO 11 U.S.C. § 503(B)(9)]

TO: ALL ENTITIES WHO MAY HAVE CLAIMS AGAINST THE DEBTOR LISTED BELOW:

PLEASE TAKE NOTICE THAT:

1. On September 21, 2010 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). Set forth below are the name, federal tax identification number, and the case number for each of the Debtors:

DEBTOR	EIN	CASE NO.
UBI Liquidating Corp. f/k/a Urban Brands, Inc.	51-0373678	10-13005
100% Girls Ltd.	22-3614150	10-13022
100% Girls of Georgia, Inc.	22-3614159	10-13009
100% Girls of New York, Inc.	22-3572149	10-13012
100% Girls of New Jersey, Inc.	22-3614167	10-13034
A.S. Interactive, Inc.	26-1793472	10-13015
ASL Liquidating Corp. f/k/a Ashley Stewart, Ltd.	13-3614541	10-13027
Ashley Stewart Apparel Corporation	22-3494049	10-13057
Ashley Stewart Clothing Company, Inc.	22-3494051	10-13016
ASMCI Liquidating Corp. f/k/a Ashley Stewart Management Co.	22-3494053	10-13006
ASWL Liquidating Corp. f/k/a Ashley Stewart Woman Ltd.	22-3614152	10-13021
ASIL 6, Inc.	22-3493996	10-13004
ASNJ 10, Inc.	22-3494004	10-13056
Carraizo Alto Apparel Corporation	22-2234651	10-13007
Church Street Retail, Inc.	13-3665954	10-13040
Kid Spot Ltd.	22-3612585	10-13024
Kidspot of Delaware, Inc.	22-3612596	10-13008
Kidspot of Illinois, Inc.	22-3612606	10-13033
Kidspot of Michigan, Inc.	22-3612603	10-13053
Kidspot of New Jersey, Inc.	22-3612601	10-13020
Kidspot of Ohio, Inc.	22-3664705	10-13051
Kidspot of Pennsylvania, Inc.	22-3612599	10-13028
Kidspot of Texas, Inc.	22-3623809	10-13047
Large Apparel of Alabama, Inc.	22-3760624	10-13031
Large Apparel of California, Inc.	22-3592129	10-13032

¹ The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

Large Apparel of Connecticut, Inc.	13-3695161	10-13035
Large Apparel of District of Columbia, Inc.	22-3528613	10-13011
Large Apparel of Florida, Inc.	22-3622209	10-13026
Large Apparel of Georgia, Inc.	22-3523894	10-13038
Large Apparel of Illinois, Inc.	13-3774650	10-13017
Large Apparel of Indiana, Inc.	22-3494055	10-13019
Large Apparel of Louisiana, Inc.	22-3623790	10-13014
Large Apparel of Maryland, Inc.	13-3695158	10-13018
Large Apparel of Michigan, Inc.	13-3819420	10-13013
Large Apparel of Mississippi, Inc.	22-3735913	10-13023
Large Apparel of Missouri, Inc.	22-3592135	10-13042
Large Apparel of New Jersey, Inc.	13-3695157	10-13041
Large Apparel of New York, Inc.	13-3665956	10-13049
Large Apparel of North Carolina, Inc.	22-3528611	10-13029
Large Apparel of Ohio, Inc.	22-3503815	10-13036
Large Apparel of Pennsylvania, Inc.	22-3494057	10-13044
Large Apparel of South Carolina, Inc.	27-0002029	10-13037
Large Apparel of Tennessee, Inc.	22-3523895	10-13039
Large Apparel of Texas, Inc.	22-3623787	10-13043
Large Apparel of Virginia, Inc.	13-3732809	10-13045
Large Apparel of Wisconsin, Inc.	22-3523898	10-13048
Marianne Ltd.	22-3623940	10-13058
Marianne USPR, Inc.	22-3622193	10-13030
Marianne VI, Inc.	22-3622206	10-13025
Metro Apparel of Kentucky, Inc.	55-0907533	10-13050
Metro Apparel of Massachusetts, Inc.	14-1981367	10-13055
The Essence of Body & Soul, Ltd.	22-3614165	10-13010
UAACONJI Liquidating Corp. f/k/a Urban Acquisition Corporation of New Jersey, Inc.	22-3642976	10-13052
UAACONYI Liquidating Corp. f/k/a Urban Acquisition Corporation of New York, Inc.	22-3724103	10-13054
UBTHC Liquidating Corp. f/k/a Urban Brands TM Holding Co.	22-3735909	10-13046

DEADLINE FOR FILING CLAIMS AGAINST URBAN BRANDS:

2. On November 23, 2010, the Court entered an order (the "Bar Date Order") establishing **January 24, 2011 at 5:00 p.m. (prevailing Central Time)**, as the deadline for general creditors to file proofs of claim against any of the Debtors (the "General Bar Date") and **March 21, 2011 at 5:00 p.m. (prevailing Central Time)**, as the deadline for governmental units to file proofs of claim against any of the Debtors (the "Governmental Unit Bar Date," and together with the General Bar Date, the "Bar Dates"). The Bar Dates apply to all claims against any of the Debtors that arose before September 21, 2010 except the Excluded Claims listed in paragraph 4 below. The Bar Date Order also sets procedures to be used for filing proofs of claim, which are summarized in this notice for your convenience.
3. You **MUST** file a proof of claim if you have any claim against any of the Debtors that arose before September 21, 2010. The only exception to this requirement is for claims described in paragraph 4, below. Acts or omissions that occurred before September 21, 2010 may give rise to claims subject to the Bar Dates even if the claims may not have become known or fixed or liquidated until after September 21, 2010. Under section 101(5) of the Bankruptcy Code and as used herein, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.
4. The Bar Date Order provides that creditors do **NOT** have to file proofs of claim by the Bar Dates for the types of claims and interests listed below in this paragraph 4 (collectively, the "Excluded Claims"). You should not file a proof of claim at this time for any Excluded Claim. The Court may enter one or more separate orders at a later time requiring creditors to file

proofs of claim for some kinds of Excluded Claims and setting related deadlines. If the Court does enter such an order, you will receive notice of it. Excluded Claims include:

- Claimants who already filed a Proof of Claim against any of the Debtors with the Clerk of the Bankruptcy Court for the District of Delaware in a form substantially similar to Official Bankruptcy Form No. 10;
- Any Claim that is listed on the Debtors' respective schedules of assets and liabilities (the "Schedules"); provided, however, that: (i) the Claim is not scheduled as "disputed," "contingent" or "unliquidated;" (ii) the Claimant does not disagree with the amount, nature and priority of the Claim as set forth in the Schedules; and (iii) the Claimant does not dispute that the Claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;
- Any Claim that this Court allowed before the Bar Date Order;
- Any Claim against any of the Debtors that has been paid in full by any Debtor or any other party;
- Any Claim that is subject to specific deadlines fixed by this Court;
- Any Claimant whose Claim is based on an interest in an equity security of the Debtors; provided, however, that any Claimant who wishes to assert a Claim against any of the Debtors based on, without limitation, Claims for damages or rescission based on the purchase or sale of an equity security, must file a Proof of Claim on or before the General Bar Date. The Debtors reserve all rights with respect to any such Claims including, *inter alia*, to assert that such Claims are subject to subordination pursuant to section 510(b) of the Bankruptcy Code; and
- Any Claims allowable under sections 503(b) and 507(a)(1) of the Bankruptcy Code as administrative expenses of the Debtors' Chapter 11 Cases, with the exception of Claims allowable under section 503(b)(9) of the Bankruptcy Code (with respect to the value of the goods received by the Debtors within 20 days of the Petition Date), which are subject to General Bar Date as provided above.

5. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS BELIEVE YOU HAVE A CLAIM.

6. If the Debtors amend the Schedules after you receive this notice, the Debtors will give notice of that amendment to the holders of the Claims that are affected by it, and those holders will be given an opportunity to file proofs of claim before a new deadline that will be specified in that future notice.

7. The Bankruptcy Code provides that Debtors may, at any time before a plan of reorganization or liquidation is confirmed by the Court, choose to reject certain executory contracts or unexpired leases. If your contract or lease is rejected, you may have a claim resulting from that rejection. The deadline to file a proof of claim for damages relating to the rejection of the contract or lease is the later of (a) the General Bar Date or (b) the date provided in the order authorizing the Debtors to reject or, if no such date is provided, then thirty (30) days after the date the order is entered.

INSTRUCTIONS FOR FILING PROOFS OF CLAIM:

8. If you file a proof of claim, your filed proof of claim must (i) be signed by the Claimant or if the Claimant is not an individual, by an authorized agent of the Claimant, (ii) be written in English, (iii) include a Claim amount denominated in United States dollars, (iv) conform substantially with the Proof of Claim Form provided by the Debtors or Official Bankruptcy Form No. 10, and (v) state a Claim against the Debtors. If a proof of claim form is not enclosed with this notice, you may obtain a proof of claim form from any bankruptcy court clerk's office, from your lawyer, from certain business supply stores, from www.uscourts.gov/bankform, or by contacting BMC Group, Inc. at BMC Group, Inc., Attn: Urban Brands Claims Processing, 18750 Lake Drive East, Chanhassen, MN 55317, Telephone: (888) 909-0100.

9. **Your proof of claim form must be filed so as to be received on or before 5:00 p.m. prevailing Central Time on January 24, 2011.** You can file your proof of claim by sending the original proof of claim to BMC Group, Inc. via regular U.S. mail at BMC Group, Inc., Attn: Urban Brands Claims Processing, P.O. Box 3020, Chanhassen, MN 55317-3020, or via messenger or overnight courier at BMC Group, Inc., Attn: Urban Brands Claims Processing, 18750 Lake Drive East, Chanhassen, MN 55317. **BMC will not accept a Proof of Claim sent by facsimile or e-mail.**

CONSEQUENCES OF MISSING THE DEADLINE FOR FILING CLAIMS:

10. **EXCEPT WITH RESPECT TO EXCLUDED CLAIMS (AS DESCRIBED IN PARAGRAPH 4), IF YOU FAIL TO FILE A PROOF OF CLAIM ON OR BEFORE 5:00 P.M. PREVAILING CENTRAL TIME ON THE APPLICABLE BAR DATE ON ACCOUNT OF ANY CLAIM YOU WISH TO ASSERT AGAINST THE DEBTORS, THEN:**
- **YOU WILL NOT BE TREATED AS A CREDITOR FOR PURPOSES OF THESE CHAPTER 11 CASES;**
 - **YOU WILL NOT RECEIVE ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF THAT CLAIM; AND**
 - **YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OR PLANS OF REORGANIZATION OR LIQUIDATION FOR THE DEBTORS ON ACCOUNT OF THESE BARRED CLAIMS.**

EXAMINATION OF SCHEDULES:

11. The Debtors' Schedules and the Bar Date Order may be examined and inspected by interested parties during regular business hours at the Clerk of the Bankruptcy Court, United States Bankruptcy Court, District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, during posted hours. The Debtors' Schedules and the Bar Date Order are also available online at www.bmcgroup.com/urbanbrands. The Court's docket sheet and documents are also accessible at the Court's internet site: <https://ecf.deb.uscourts.gov> through an account obtained from the PACER website at <http://pacer.psc.uscourts.gov>. Creditors that wish to rely on the Schedules will have the responsibility for determining that their Claims are listed accurately on them and whether such claim is scheduled as contingent, unliquidated or disputed which would require the timely filing of a proof of claim to preserve such claim.

QUESTIONS:

12. Proof of Claim Forms and a copy of the Bar Date Order may be obtained by visiting www.bmcgroup.com/urbanbrands, by calling 1-888-909-0100 or by contacting BMC Group, Inc., Attn: Urban Brands Claims Processing, 18750 Lake Drive East, Chanhassen, MN 55317. BMC Group, Inc. cannot advise you how to, or whether you should file a Proof of Claim Form.

Dated: November 23, 2010
Wilmington, Delaware

BY ORDER OF THE COURT:
THE HONORABLE KEVIN J. CAREY

Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
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*

COPY

13 10 (Modified Official Form 10) (9/10)

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: Urban Brands, Inc.		Case Number: 10-13005-KJC
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): WEIL, LAURA A		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: WEIL, LAURA A 220 EAST 73RD STREET APT. 7-H NEW YORK, NY 10021		Court Claim Numbers: _____ (if known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone No. _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$90,000 plus contingent and/or unliquidated amount(s) 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.		3. 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)(X): _____ Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 1/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: See Rider (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 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 Rates: _____ % 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. Creditors: 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: 1/20/11	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. <i>Laura A Weil</i>	Urban Brands 00590

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

CCBY

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: : Chapter 11
URBAN BRANDS, INC., et al., : Case No. 10-13005 (KJC)
Debtors¹. : Jointly Administered

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

-
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

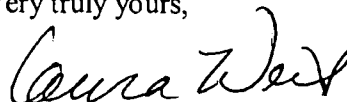
Re: UBI Liquidating Corp., et al., Chapter 11,
Case No. 10-13005 (KJC)

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)

no envelope
or copies
included

12/2/13

From: (212) 884-2349
Laura Weil
New York and Company
450 West 33rd Street
5th Floor
New York, NY 10001

Origin ID: TSSA



J13201306280326

Ship Date: 27NOV13
ActWgt: 0.5 LB
CAD: 2588464/NET3430

Delivery Address Bar Code



SHIP TO: (212) 884-2319

BILL SENDER

Attn:Urban Brands Claims Processing
BMC Group, Inc.
~~10750~~ Lake Drive East
PC75
CHANHASSEN, MN 55317

Ref #
Invoice #
PO #
Dept #

RECEIVED

DEC 02 2013

BMC GROUP

FRI - 29 NOV AA
STANDARD OVERNIGHT

TRK# 7972 6705 2542

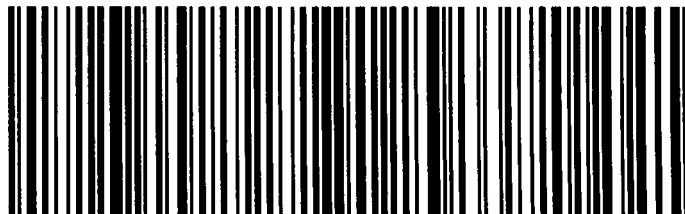
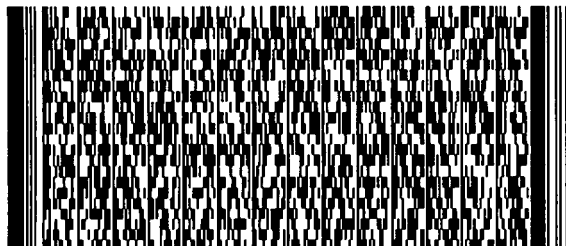
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