EXHIBIT J

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**
	)	
	)	**Objection Deadline: February 24, 2011 at 4:00 p.m. (ET)**
	)	**Hearing Date: Only if Objections Filed**

NOTICE OF ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASE OR EXECUTORY CONTRACT

Re: Contract, dated March 24, 2006, by and between Urban Brands, Inc. and Covad Communications for DSL Provider (the "Contract").

PLEASE TAKE NOTICE that, on October 27, 2010, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered the *Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Establishing Assumption and Rejection*

[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.

Docket No. 886
Date Filed: 2/14/11

Procedures for Certain Additional Executory Contracts and Unexpired Leases, (D) Approving Guidelines for Conducting Store Closing Sales; (E) Approving Agency Agreement, and (F) Extending the Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the "Order").

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Order, the Debtors hereby provide this "Notice of Assumption and Assignment of Unexpired Lease or Executory Contract" (the "Notice") of their intent to assume and assign the above-referenced Contract. The Debtors intend to assume and assign the Contract to New Ashley Stewart Inc. (the "Assignee"). The Assignee has the financial wherewithal to meet all future obligations under the Contract, as evidenced by the documentation previously provided, thereby demonstrating that it has the ability to comply with the requirements of adequate assurance of future performance under section 365(f) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") including, without limitation, section 365(f)(2)(B) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code. Contact details for the Assignee's counsel are as follows: Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178 (Attn: Steven J. Reisman, Esq. and Timothy A. Barnes, Esq.).

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' assumption and assignment of the above-referenced Contract, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery no later than ten (10) days after the date that the Debtors served this Notice (the "Assumption Objection Deadline") on the following parties: (i) counsel to the Debtors, Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins, Esq.); (ii) the Office of the United States Trustee for the District of Delaware, 844 King Street,

Suite 2207, Lockbox 35, Wilmington, Delaware 19801, (Attn: David Buchbinder, Esq.); (iii) counsel to the Official Committee of Unsecured Creditors, (a) Cooley LLP, 1114 Avenue of Americas, New York, New York 10036 (Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.) and (b) Ballard Spahr LLP, 919 N. Market Street, 12th Floor, Wilmington, Delaware 19801-3034 (Attn: Leslie C. Heilman, Esq.); (iv) counsel to the Assignee, (a) Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178 (Attn: Steven J. Reisman, Esq. and Timothy A. Barnes, Esq.) and (b) Ashby & Geddes, P.A., 500 Delaware Avenue, P.O. Box 1150, Wilmington, Delaware 19899 (Attn: William Bowden, Esq.); (v) the counterparties and their counsel (if known) to the Contract; and (vi) any other interested parties with respect to the Contract.

PLEASE TAKE FURTHER NOTICE that, cure amounts under section 365(b) of the Bankruptcy Code were or shall be established pursuant to paragraph 15 and paragraph 40 of the Order.

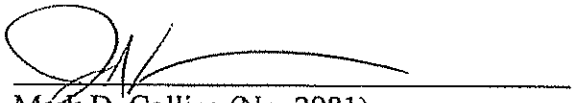
PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if a timely objection is properly filed and served in accordance with the procedures set forth above, and the Debtors, the Assignee and the objecting party cannot consensually resolve the issue(s) raised in the objection, a hearing will be scheduled to consider that objection. If the objection is overruled by the Court or withdrawn, the assumption and assignment of the Contract shall be deemed effective as of the date of the Assumption Order (as defined below).

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order (the "Assumption Order"), attached hereto as Annex I, that provides, inter alia, (i) that the assumption and assignment of the

Contract is approved, final and effective as of the date of entry of the Assumption Order; (ii) the Assignee provided adequate assurance of future performance under the Contract; and (iii) the cure amount pursuant to section 365(f)(2)(B) and, if applicable, section 365(b)(3), was or shall be established pursuant to paragraph 15 and paragraph 40 of the Sale Order.

Dated: February 14, 2011
Wilmington, Delaware

Respectfully submitted,



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Annex I

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)**
	)	
	)	**Jointly Administered**
Debtors.	)	
	)	**Re: Docket No. __**

ORDER, PURSUANT TO SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004 AND 6006, APPROVING THE ASSUMPTION AND ASSIGNMENT OF CONTRACT BETWEEN URBAN BRANDS, INC. AND COVAD COMMUNICATIONS TO NEW ASHLEY STEWART INC.

Pursuant to the *Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Establishing Assumption and Rejection Procedures for Certain Additional Executory Contracts and Unexpired Leases; (D) Approving Guidelines for Conducting Store Closing Sales; (E) Approving Agency Agreement; and (F) Extending the Deadline to Assume or Reject Unexpired*

[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.

Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the "Sale Order"); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having properly filed and served a Notice of Assumption and Assignment of Unexpired Lease or Executory Contract (the "Assignment Notice")[2] in accordance with the terms of the Sale Order in respect of the assignment of the contract, dated March 24, 2006, between Urban Brands, Inc. and Covad Communications for DSL Provider (the "Contract") to New Ashley Stewart Inc. (the "Assignee"); and no timely objections have been filed to the assumption and assignment of the Contract; and due and proper notice of the Sale Order and the Assignment Notice having been provided, and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor,

NOW, IT IS HEREBY ORDERED THAT:

1. The assignment and assumption of the Contract is hereby approved.

2. The Debtors are authorized to assume and assign the Contract to the Assignee free and clear of all liens, claims and interests of any kind or nature, pursuant to sections 105(a), 363(f) and 365 of the Bankruptcy Code.

3. All objections with regard to the relief sought herein, if any, that have not been withdrawn, waived, or settled, are overruled on the merits.

4. Upon entry of this Order, the Assignee shall assume those obligations under the Contract accruing, relating, attributable or billed to the period after the date of entry of this Order with respect to the Contract.

[2] Capitalized terms not otherwise defined herein shall have the meanings given to them in the Assignment Notice.

5. Upon the assignment to the Assignee, the Contract shall be deemed valid and binding, in full force and effect in accordance with its terms, subject to the provisions of this Order and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any further liability thereunder, including for any breach of the Contract.

6. To the extent that any of the Debtors acts as a guarantor to the Contract (a "Debtor-Guarantor"), the Debtor-Guarantor shall have no obligations with respect to the Contract after the date of entry of this Order.

7. The cure amounts under section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Contract were or shall be established pursuant to paragraph 15 and paragraph 40 of the Sale Order.

8. The landlords and any governmental agency shall accept and honor the assignment of the Contract to the Assignee.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Contract shall be transferred to the Assignee, upon the date of entry of this Order, and in each case shall be free and clear of (i) all liens and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, obligations, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, claims and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, recapture, or termination of the interest of any Debtor or Assignees, as the case may be, in the Contracts or (B) in respect of any taxes (collectively, "Claims")).

10. The assignment of the Contract to the Assignee shall constitute a legal, valid, and effective transfer of the Contract and vests or shall vest the Assignee with all right, title, and interest to the applicable Contract free and clear of all Claims and liens (and any liens shall attach to the proceeds in the same order and priority and subject to all existing defenses, claims, setoffs and rights).

11. To the extent that any provisions in any assumption and assignment agreement conflict with this Order, the provisions of this Order shall govern.

12. The 14-day stay required of any assignment of the Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

13. The Debtors are authorized to take any action or to execute and deliver to the Assignee any documents or other instruments as may be necessary to implement the terms of this Order and the assignment contemplated herein without further order from this Court.

14. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Dated: _____, 2011
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE