

Exhibit 1

[Schedules to Stalking Horse Asset Purchase Agreement]

Schedule I

Subsidiaries of the Seller which are Selling Entities

A.S. Interactive, Inc.	Large Apparel of Wisconsin, Inc.
Ashley Stewart Ltd.	Marianne Ltd.
Ashley Stewart Management Co., Inc.	Marianne USPR, Inc.
Ashley Stewart Woman Ltd.	Marianne VI, Inc.
ASNJ 10, Inc.	Metro Apparel of Kentucky, Inc.
Large Apparel of Alabama, Inc.	Metro Apparel of Massachusetts, Inc.
Large Apparel of California, Inc.	Carraizo Alto Apparel Corporation
Large Apparel of Connecticut, Inc.	ASIL 6, Inc.
Large Apparel of District of Columbia, Inc.	Church Street Retail, Inc.
Large Apparel of Florida, Inc.	Urban Acquisition Corporation of New Jersey, Inc.
Large Apparel of Georgia, Inc.	Urban Acquisition Corporation of New York, Inc.
Large Apparel of Illinois, Inc.	Urban Brands TM Holding Co.
Large Apparel of Indiana, Inc.	100% Girls Ltd.
Large Apparel of Louisiana, Inc.	The Essence of Body & Soul, Ltd.
Large Apparel of Maryland, Inc.	100% Girls of Georgia, Inc.
Large Apparel of Michigan, Inc.	100 Percent Girls of New Jersey, Inc.
Large Apparel of Mississippi, Inc.	100% Girls of New York, Inc.
Large Apparel of Missouri, Inc.	Kid Spot Ltd.
Large Apparel of New Jersey, Inc.	Kidspot of Delaware, Inc.
Large Apparel of New York, Inc.	Kidspot of Illinois, Inc.
Large Apparel of North Carolina, Inc.	Kidspot of Michigan, Inc.
Large Apparel of Ohio, Inc.	Kidspot of New Jersey, Inc.
Large Apparel of Pennsylvania, Inc.	Kidspot of Ohio, Inc.
Large Apparel of South Carolina, Inc.	Kidspot of Pennsylvania, Inc.
Large Apparel of Tennessee, Inc.	Kidspot of Texas, Inc.
Large Apparel of Texas, Inc.	
Large Apparel of Virginia, Inc.	

Schedule 1.1(a)

Continuing Stores and Non-Continuing Stores

I. CONTINUING STORES

To be determined and updated by the Buyer prior to Closing.

II. NON-CONTINUING STORES

To be determined and updated by the Buyer prior to Closing.

III. DESIGNATED STORES

To be determined and updated by the Buyer prior to Closing.

Schedule 1.1(b)

Excluded Insurance Policies

1. All insurance policies related to the Private Edge Plus Package provided by National Union including policies and coverage related to Directors & Officers, Employment Practices Liability and Fiduciary Liability.

Schedule 1.1(c)

Encumbrances

1. The Permitted Encumbrances (as defined in the Loan and Security Agreement, dated September 3, 2004, as heretofore amended, between Bank of America, N.A. (as successor in interest to LaSalle Retail Finance, a Division of LaSalle Business Credit, LLC, as agent for Standard Federal Bank National Association) and certain of the Selling Entities).
2. The Permitted Encumbrances (as defined in the DIP Facility).
3. The following tax liens and warrants:

Description	Entity	Type of Tax	Jurisdiction	Period	Tax	Interest	Penalty	Total
Warrant	Large Apparel of New York, Inc.	W/H	New York	12/2006	0.00	389.20	7,779.98	8,189.18
Lien	Large Apparel of Maryland, Inc.	W/H	Virginia	Various	931.97	0.00	0.00	931.97

4. Liens created in favor of Dell Financial Services in certain computer related equipment and hardware leased to certain of the Selling Entities under that certain Master Lease Agreement with Dell Financial Services.
5. Mechanic's lien in favor of Robert J. Baughman, T/A RJB Construction, for work done and materials supplied with reference to demolition and build-out services for the Seller at 7110 Midlothian Turnpike, Richmond, Virginia 23225.

Schedule 1.1(d)

Real Property Leases

[See attached]

Schedule 1.1(d)
Real Property Leases

Schedule 1(d) Real Property Leases									
The Selling, Brokering, Real Property Leases are all of the Real Property Leases associated with the below listed store or headquarters location, as applicable, real property and landings.									
Item	Address	City	State	Lessor	Property Management Co.	LEASE EXP	Options	Estimated Cash Amount	
101	688 Fulton Street	Brooklyn	New York	Pattin Joint Venture LLC	Corra Amations, Inc.	4/9/2010	None	78,623.62	
102	1077 Green Acres Mall	New York	New York	Green Acres Mall, LLC	Veranda Realty Trust	6/31/2011	None	70,939.57	
103	5310 Riney Park, Space C4	Brooklyn	New York	Veranda Realty Trust	Veranda Realty Trust	7/31/2017	None	30,669.33	
104	7777 New Flamingo Avenue	Manhasset Neck	New York	Kodak's King Plaza, LLC	Veranda Realty Trust	1/31/2011	None	14,502.44	
105	7777 New Flamingo Avenue	Manhasset Neck	New York	Kodak's King Plaza, LLC	Veranda Realty Trust	1/31/2011	None	49,672.40	
106	7777 New Flamingo Avenue	Manhasset Neck	New York	Kodak's King Plaza, LLC	Veranda Realty Trust	1/31/2011	None	24,981.43	
107	2130 Banger Avenue	Norfolk	Virginia	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	26,935.10	
108	1400 N. Military Highway, Space 1112	Chesapeake	Virginia	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	42,571.16	
109	9509 South Western Avenue	Chesapeake	Virginia	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	181,935.88	
110	55 River Oaks Center, A-17	Chicago	Illinois	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	15,188.17	
111	7601 South Clearview Road	Chicago	Illinois	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	24,889.69	
112	162-11 46th Avenue	Brooklyn	New York	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	42,309.92	
113	2459-2463 Grand Concourse	Brooklyn	New York	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	67,766.69	
114	1224 Fulton Street	Brooklyn	New York	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	67,766.69	
115	1224 Fulton Street	Brooklyn	New York	Veranda Realty Trust	Veranda Realty Trust	1/31/2011	None	67,766.69	
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233	1224 Fulton Street	Brooklyn	New York						

Schedule I.1(d)
Real Property Leases

[illegible]

Schedule 2.2

Excluded Assets

- (a) All Cash other than Store-Level Cash;
 - (b) All Accounts Receivables related to any executory contract that is not an Assumed Contract or an Assumed Real Property Lease, including the Promissory Note;
 - (c) All deposits or other prepayments associated with any assets that are not Acquired Assets;
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- (d) All intercompany obligations and other amounts receivable of any Selling Entity owed to it by any other Selling Entity;
 - (e) any confidential records, documents or other information relating to Excluded Employees, and any materials containing information about any Excluded Employee or Transferred Employee, disclosure of which would violate applicable Law;
 - (f) the Selling Entities' (i) minute books and other corporate books and records relating to their organization and existence, including the Selling Entities' stock records and corporate seal, and the Selling Entities' books and records relating to Taxes of the Selling Entities, including Tax Returns filed by or with respect to the Selling Entities, (ii) records which any of the Selling Entities' are required to retain by applicable Law, and (iii) books, records, information, files, data and plans (whether written, electronic or in any other medium), advertising and promotional materials and similar items relating to any Excluded Assets or Excluded Liabilities; *provided, however*, that the Buyer shall have the right to make copies of any portions of such books and records related to the Acquired Assets in accordance with Section 7.2(b);
 - (g) the Selling Entities' rights under this Agreement and the other Transaction Documents, and all consideration payable or deliverable to the Selling Entities pursuant to the terms and provisions hereof;
 - (h) any Contracts of any Selling Entities (including employment Contracts), other than the Assumed Contracts and the Assumed Real Property Leases, together with all prepaid assets relating to Contracts other than the Assumed Contracts and the Assumed Real Property Leases;
 - (i) all rights, claims and causes of action of the Selling Entities against Persons and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds, of the Selling Entities (regardless of whether such rights are currently exercisable), in each case to the extent related to Excluded Liabilities or any asset that is not an Acquired Asset;

(j) all rights, claims and causes of action of the Selling Entities against any director or officer of any Selling Entity but only to the extent of Excluded Insurance Policies and interests in the Excluded Insurance Policies;

(k) any shares of capital stock or other equity interests of any of the Selling Entities, or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of any of the Selling Entities;

(l) any prepaid income Tax, Tax receivable, Tax refund or Tax rebate of a Selling Entity with respect to any period ending on or prior to the Closing;

(m) any Seller Benefit Plan or any right, title or interest in any assets of or relating thereto, or any assets relating to Excluded Liabilities described in Section 2.4(c) through (e);

(n) all claims and causes of action that any of the Selling Entities has, including causes of action under of the Selling Entities under Chapter 5 of the Bankruptcy Code (the "Retained Avoidance Actions") other than against landlords, vendors or other counterparties under Assumed Contracts and the Assumed Real Property Leases, Transferred Employees or otherwise arising under or related to the Acquired Assets, including any such causes of action arising under, or available pursuant to, the Bankruptcy Code;

(o) all bank and deposit accounts; and

(p) the deposit, commonly referred to as the Marianne Stores Sale Escrow Deposit, owed to certain of the Selling Entities from the sale of the Marianne stores and all rights and Accounts Receivable related thereto.

Schedule 2.3(g)

Additional Assumed Liabilities

None

Schedule 2.4(i)

Actions

1. Gwendolyn Scott-Adams v. Urban Brands - Case pending in the Southern District of New York.
2. LaShonda Brewer & Tynaisha Hayes v. Urban Brands - Case pending in the Supreme Court of the State of New York, Bronx County.
3. Natasha Cowart & Kathleen Day v. Urban Brands - Matter is with the Massachusetts Commission Against Discrimination.

4. Nadage Thomas v. Urban Brands - Matter pending before the EEOC in Florida.
5. Frances M. Russell v. Urban Brands - Matter is with the Ohio Civil Rights Commission.
6. Myisha D. James v. Urban Brands - Matter pending before EEOC.
7. Wells Fargo Bank v. SG USA, Ltd. et al., Cause No. 09-688388, Court of Common Pleas, Cuyahoga County Justice Center, Cleveland, Ohio.
8. Urban Brands Inc. v. J. Heather, Inc. and Jill Scott - case pending in federal court in the District of New Jersey.
9. Sharon Falconer matter with the Pennsylvania Human Relations Commission, currently before EEOC.
10. Carmen M. Fortuna v Urban Brands Inc. Civil No FPE 06-1332 (404) - Carolina Superior Court, Court of First Instance.
11. Erohilda Nieves v. Urban Brands, Inc., Change NO 16H-2008-00581 - Miami Office of the Equal Employment Opportunity Commission.
12. Vornado Caguas, L.P. v. The New 5-7-9 and Beyond, Inc. d/b/a Marianne; Carraizo Alto Apparel Corp. d/b/a Marianne and Marianne Plus.
13. Morales Realty, Inc. v. Franklin Thirty Four Rio Corp; Urban Brands, Inc; Marianne USPR; Marianne PR Four, Inc.; Marianne PR Five, Inc.; Carraizo Alto Apparel Corp.; The New 5-7-9 and Beyond, Inc.
14. Sara Green v Urban Brands - Case pending in the Supreme Court of the State of New York, County of New York.

Schedule 2.5(b)

Designation Schedule

2.5(b)(i)

A. Non-Real Property Contracts to be assumed:

To be determined and updated by the Buyer prior to Closing.

B. Real Property Leases to be assumed:

To be determined and updated by the Buyer prior to Closing.

2.5(b)(ii)

A. Non-Real Property Contracts to be rejected:

To be determined and updated by the Buyer prior to Closing.

B. Real Property Leases to be rejected:¹

To be determined and updated by the Buyer prior to Closing.

¹ These Real Property Leases should be the Real Property Leases associated with the Non-Continuing Stores and the Designated Stores.

Schedule 3.1(a)

Post Closing Purchase Price Adjustment

Schedule 3.1(a) – Adjusted Minimum Purchase Price Schedule
--

Closing Date Cost Value of the Inventory	Adjusted Minimum Purchase Price
11,000,000	9,590,000
10,850,000	9,380,000
10,700,000	9,170,000
10,550,000	8,960,000
10,400,000	8,750,000
10,250,000	8,540,000
10,100,000	8,330,000
9,950,000	8,130,000
9,800,000	7,920,000
9,650,000	7,710,000
9,500,000	7,500,000
9,350,000	7,360,000
9,200,000	7,220,000
9,050,000	7,080,000
8,900,000	6,830,000
8,750,000	6,580,000
8,600,000	6,330,000
8,450,000	6,110,000

Adjustments to the Adjusted Minimum Purchase Price shall be handled on a *pro rata* basis for saleable inventory levels falling between the scheduled inventory levels shown above

Schedule 3.2(a)

Post Closing Purchase Price Adjustment

Saleable Inventory Adjustment

Estimated Closing Date Cost Value of the Inventory	Inventory Change	Estimated Inventory Adjustment
Above 11,000,000		see note below
11,000,000	-	-
10,850,000	-150,000	-236,000
10,700,000	-150,000	-236,000
10,550,000	-150,000	-236,000
10,400,000	-150,000	-236,000
10,250,000	-150,000	-236,000
10,100,000	-150,000	-236,000
9,950,000	-150,000	-236,000
9,800,000	-150,000	-247,000
9,650,000	-150,000	-247,000
9,500,000	-150,000	-247,000
9,350,000	-150,000	-247,000
9,200,000	-150,000	-247,000
9,050,000	-150,000	-247,000
8,900,000	-150,000	-247,000
8,750,000	-150,000	-255,000
8,600,000	-150,000	-255,000
8,450,000	-150,000	-255,000
8,300,000	-150,000	-255,000
8,150,000	-150,000	-255,000
8,000,000	-150,000	-255,000
7,750,000	-250,000	-175,000
7,500,000	-250,000	-175,000
7,250,000	-250,000	-175,000
7,000,000	-250,000	-175,000
6,750,000	-250,000	-100,000
6,500,000	-250,000	-100,000
6,250,000	-250,000	-100,000
6,000,000	-250,000	-100,000
5,750,000	-250,000	-100,000
5,500,000	-250,000	-100,000
5,250,000	-250,000	-100,000
5,000,000	-250,000	-100,000

Note: The estimated inventory adjustments in the schedule above are to be applied cumulatively to the Purchase Price (with such cumulative adjustment being the Estimated Inventory Adjustment Amount) for Estimated Closing Date Cost Value of the Inventory levels between \$11 million and \$5 million.

The estimated inventory adjustments shall be calculated on a *pro rata* basis for Estimated Closing Date Cost Value of the Inventory levels falling between the scheduled inventory levels shown above. If the Estimated Closing Date Cost Value of the Inventory falls below \$5 million, the adjustments to the Purchase Price will be mutually agreed upon by the Seller and the Buyer, subject to the terms and conditions of this Agreement. If the Estimated Closing Date Cost Value of the Inventory is above \$11 million, the Purchase Price will be increased on a dollar-for-dollar basis.

Cost Factor Adjustment

Cost Factor %	Cost Factor % Change	Cost Factor Adjustment \$\$
33.77%	-	-
33.87%	0.10%	-50,000
33.97%	0.10%	-50,000
34.07%	0.10%	-50,000
34.17%	0.10%	-50,000
34.27%	0.10%	-50,000
34.37%	0.10%	-50,000
34.47%	0.10%	-50,000
34.57%	0.10%	-55,000
34.67%	0.10%	-55,000
34.77%	0.10%	-55,000
34.87%	0.10%	-55,000
34.97%	0.10%	-55,000
35.07%	0.10%	-55,000
35.17%	0.10%	-55,000
35.27%	0.10%	-60,000
35.37%	0.10%	-60,000
35.47%	0.10%	-60,000
35.57%	0.10%	-60,000
35.67%	0.10%	-60,000
35.77%	0.10%	-60,000
35.87%	0.10%	-60,000

Note: The Cost Factor adjustments in the schedule above are to be applied cumulatively to the Purchase Price for Cost Factor % between 33.77% and 35.87% (with such cumulative adjustment being the Cost Factor Adjustment Amount).

Adjustments to the Purchase Price shall be calculated on a *pro rata* basis for Cost Factors falling between the scheduled Cost Factors shown above.

Schedule 7.1

Exceptions to Conduct of the Business

1. Store Location known as Store 421, with an address of 835 W. 115th Street, Chicago, Illinois, as it is scheduled to close and cease operations on September 30, 2010.
2. The following store locations as each of the leases associated with such store locations have terminated, unless otherwise noted, and are on a month to month basis.

Store Number	Address	City	State	Termination Date
Store Number 169	1228 Cumberland Mall	Atlanta	GA	1/31/2008
Store Number 183	216 E. 161st Street, Suite #48	Bronx	NY	1/31/2010
Store Number 235	17239 Northwest 27th Avenue	Miami	FL	1/31/2010
Store Number 345	6220 Central Avenue	Seat Pleasant	MD	1/31/2010
Store Number 328	3202 Silas Creek Parkway	Winston Salem	NC	1/31/2010
Store Number 342	7152 Midlothian Turnpike	Richmond	VA	9/1/2010
Store Number 808	488 Fulton Street	Brooklyn	NY	12/31/2010 ²

² Termination date is December 31, 2010, so long as the rent is paid on the first of each month, otherwise it terminates in accordance with the lease and the associated forbearance agreements.

Schedule 7.16

Certain Acquired Assets

1. All Acquired Assets that individually or in the aggregate have a value in excess of \$10,000.
-

Schedule 7.16(e)

Certain Employees

None, subject to being supplemented and updated by the Buyer prior to Closing.

Schedule 8.2(g)

Certain Consents

1. All information technology software licenses and Contracts, which are important to the continued operation of the Business, including without limitation the licenses and Contracts with JDA, Lawson and Micros Retail (DataVantage).
-

SELLER DISCLOSURE SCHEDULE
TO THE
ASSET PURCHASE AGREEMENT, DATED SEPTEMBER 21, 2010,
AMONG URBAN BRANDS, INC.,
THE OTHER SELLING ENTITIES (AS DEFINED THEREIN),
AND
NEW ASHLEY STEWART LLC

Section 5.2

Subsidiaries

[See Attached]

Attachment to Seller Disclosure Schedule Section 5.2

Subsidiaries of the Seller

Name of Subsidiary	State I.D. Number	State of Incorporation	Stockholder / Assignee	Stock Authorized	Stock Issued
Ashley Stewart Ltd.	2261711	Delaware	Urban Brands, Inc.	5,000	2,000
Church Street Retail, Inc.	1622523	New York	Ashlet Stewart, Ltd.	200	100
Ashley Stewart Management Co., Inc.	2613605	Delaware	Urban Brands, Inc.	1,500	100
ASNJ 10, Inc.	2616596	Delaware	Ashley Stewart Management Co., Inc.	1,500	100
Ashley Stewart Woman Ltd.	2948850	Delaware	Urban Brands, Inc.	200	200
Large Apparel of Alabama, Inc.	223760624	Alabama	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of California, Inc.	C-2110163	California	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Connecticut, Inc.	0280608	Connecticut	Ashley Stewart Woman, Ltd.	5,000	100
Large Apparel of District of Columbia, Inc.	0229646-000	District of Co	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Florida, Inc.	P98000103380	Florida	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Georgia, Inc.	K722882	Georgia	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Illinois, Inc.	2398663	Delaware	Ashley Stewart Woman, Ltd.	5,000	2,100
ASIL 6, Inc.	2613601	Delaware	Large Apparel of Illinois, Inc.	1,500	100
Large Apparel of Indiana, Inc.	1996111257	Indiana	Ashley Stewart Woman, Ltd.	200	100
Large Apparel of Louisiana, Inc.	34720403D	Louisiana	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Maryland, Inc.	03554300D	Maryland	Ashley Stewart Woman, Ltd.	5,000	2,000
Large Apparel of Michigan, Inc.	2473466	Delaware	Ashley Stewart Woman, Ltd.	2,000	2,000
Ashley Stewart Apparel Corporation	418952	Michigan	Large Apparel of Michigan, Inc.	200	100
Ashley Stewart Clothing Company, Inc.	440847	Michigan	Large Apparel of Michigan, Inc.	200	100
Large Apparel of Missouri, Inc.	00454088	Missouri	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Mississippi, Inc.	687371	Mississippi	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of North Carolina, Inc.	0430976	North Carolin	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of New Jersey, Inc.	0100-5374-94	New Jersey	Ashley Stewart Woman, Ltd.	5,000	2,000
Large Apparel of New York, Inc.	1629597	New York	Ashley Stewart Woman, Ltd.	5,000	2,000
Large Apparel of Ohio, Inc.	972455	Ohio	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Pennsylvania, Inc.	2604966	Delaware	Ashley Stewart Woman, Ltd.	2,000	100
Large Apparel of South Carolina, Inc.	25432345-0	South Carolin	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Tennessee, Inc.	0333341	Tennessee	Ashley Stewart Woman, Ltd.	200	200

Large Apparel of Virginia, Inc.	0411779-2	Virginia	Ashley Stewart Woman, Ltd.	5,000	2,000
Large Apparel of Wisconsin, Inc.	L030323	Wisconsin	Ashley Stewart Woman, Ltd.	200	200
Large Apparel of Texas, Inc.	01516420	Texas	Ashley Stewart Woman, Ltd.	200	200
Metro Apparel of Kentucky, Inc.	0621665	Kentucky	Ashley Stewart Woman, Ltd.	200	200
Metro Apparel of Massachusetts, Inc.	200658562260	Massachusetts	Ashley Stewart Woman, Ltd.	200	200
Kid Spot Ltd.	2925136	Delaware	Urban Brands, Inc.	200	200
Kidspot of Delaware, Inc.	2956355	Delaware	Kid Spot Ltd.	200	200
Kidspot of Illinois, Inc.	D-6017-243-9	Illinois	Kid Spot Ltd.	200	200
Kidspot of Michigan, Inc.	549303	Michigan	Kid Spot Ltd.	200	200
Kidspot of New Jersey, Inc.	0100-7603-17	New Jersey	Kid Spot Ltd.	200	200
Kidspot of Ohio, Inc.	1080902	Ohio	Kid Spot Ltd.	200	200
Kidspot of Pennsylvania, Inc.	3943-802	Pennsylvania	Kid Spot Ltd.	200	200
Kidspot of Texas, Inc.	01516419	Texas	Kid Spot Ltd.	200	200
100% Girls Ltd.	2948837	Delaware	Urban Brands, Inc.	200	200
Marianne Ltd.	2969840	Delaware	Urban Brands, Inc.	100	100
Marianne USPR, Inc.	2976830	Delaware	Marianne, Ltd.	200	200
Carraizo Alto Apparel Corporation	42732	Puerto Rico	Marianne USPR, Inc.	100	100
Marianne VI, Inc.	2976833	Delaware	Marianne, Ltd.	200	200
The Essence of Body & Soul Ltd.	2949428	Delaware	Urban Brands, Inc.	200	200
100% Girls of Georgia, Inc.	K824142	Georgia	The Essence Body & Soul, Ltd.	200	200
100 Percent Girls of New Jersey, Inc.	0100-7499-80	New Jersey	The Essence Body & Soul, Ltd.	200	200
100% Girls of New York, Inc.	2229125	New York	The Essence Body & Soul, Ltd.	200	200
Urban Acquisition Corporation of New Jersey, Inc.	3014945	Delaware	Urban Brands, Inc.	200	200
Urban Acquisition Corporation of New York, Inc.	2460842	New York	Urban Brands, Inc.	200	200
Urban Brands TM Holding Co.	3241254	Delaware	Urban Brands, Inc.	200	200
A.S. Interactive, Inc.	4491844	Delaware	Urban Brands, Inc.	200	200

Section 5.4(a)

No Violation; Consents

Nothing to set forth.

Section 5.4(b)

No Violation; Consents

Nothing to set forth.

Section 5.5

Legal Proceedings and Orders

1. Gwendolyn Scott-Adams v. Urban Brands - Case pending in the Southern District of New York.
2. LaShonda Brewer & Tynaisha Hayes v. Urban Brands - Case pending in the Supreme Court of the State of New York, Bronx County.
3. Natasha Cowart & Kathleen Day v. Urban Brands - Matter is with the Massachusetts Commission Against Discrimination.
4. Nadage Thomas v. Urban Brands - Matter pending before the EEOC in Florida.
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12. Vornado Caguas, L.P. v. The New 5-7-9 and Beyond, Inc. d/b/a Marianne; Carraizo Alto Apparel Corp. d/b/a Marianne and Marianne Plus.
13. Morales Realty, Inc. v. Franklin Thirty Four Rio Corp; Urban Brands, Inc; Marianne USPR; Marianne PR Four, Inc.; Marianne PR Five, Inc.; Carraizo Alto Apparel Corp.; The New 5-7-9 and Beyond, Inc.
14. Sara Green v Urban Brands - Case pending in the Supreme Court of the State of New York, County of New York.

Section 5.6

Compliance with Law

Nothing to set forth.

Section 5.8(a)

Benefit Plans; Employees; and Employment Practices

Solely with respect to approximately three (3) employees and for the duration of applicable severance periods, in accordance with certain severance agreements, the Seller or Selling Entities provide post-employment (1) medical insurance or coverage with CIGNA, (2) dental insurance or coverage with Delta Dental, (3) vision insurance or coverage with VSP and (4) prescription drug benefits.

Section 5.8(b)

Benefit Plans; Employees; and Employment Practices

The Seller has a former employee previously covered under prior health and wealth plans who subsequent to his termination remained on the Seller's current health and welfare plans. The Seller is reviewing this former employee's eligibility to remain covered under the current health and welfare plans.

Section 5.8(c)

Benefit Plans; Employees; and Employment Practices

Nothing to set forth.

Section 5.8(e)

Benefit Plans; Employees; and Employment Practices

Nothing to set forth.

Section 5.9(a)(i)

Contracts

Nothing to set forth.

Section 5.9(b)

Contracts

[List of notices received by Selling Entities for breaches of Non-Real Property Contracts and Real Property Leases, and a list of Non-Real Property Contracts and Real Property Leases for which Seller is in breach will be provided to Buyer on or prior to the date of the hearing with respect to the Bidding Procedures Order]

Section 5.10(a)

Intellectual Property

[See attached]

Urban Brands, Inc.

Trademark Image Report

Printed: 3/3/2010

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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100% GIRLS

UNITED STATES	T32361US00	3/25/1998	75/457,065	12/7/1999	2,298,918	ABANDONED	025,035
025 - children's clothing, namely pants, shirts, dresses, jackets, socks, footwear, gloves and mittens; and underwear, namely underpants and undershirts							
035 - retail clothing store services							

ARE YOU THE NEXT GREAT WOMAN OF STYLE?

Are You the Next
Great Woman of
Style?

UNITED STATES	T32320US00	3/4/2005	78/580,410	2/28/2006	3,063,310	REGISTERED	035
035 - retail store and online retail store services in the field of women's apparel and accessories							

ASHLEY STEWART

MEXICO	T32291MX00	9/4/1998	623818	9/4/2008	623818	REGISTERED	025
025 - Articles of clothing including lingerie, suits, dresses, blazers, pantyhose, pants, shirts, blouses, jackets, jogging suits, socks, sweaters and shoes.							
MEXICO	T32291MX01	9/4/1998	649966	9/4/2008	649966	REGISTERED	042
042 - Wholesale, distribution and retail services including retail store services in connection with jewelry, watches, cosmetics, fragrances and apparel.							
UNITED STATES	T32291US00	5/14/2001	76/257,526			PENDING	006,014,020 021,024,027 035

006 - metal curtain rings

014 - clocks, watches, watch bands, candlesticks of precious metal, candle rings of precious metal, napkin rings of precious metal

020 - home furnishings, namely, pillows, picture frames; non-metal curtain rings; curtain rods; window blinds; clothes hangers; coat hangers; magazine racks; mirrors; fitted slip covers; window shades

021 - home furnishings, namely, wastepaper baskets, facial tissue holders, toilet tissue holders, paper towel holders; plastic bath racks; flower baskets; wicker baskets; fitted picnic baskets; candlesticks not of precious metal; candle rings not of precious metal; napkin rings not of precious metal

024 - handkerchiefs, bed linens, namely, comforters, pillow cases, sheets, mattress covers, mattress liners, blankets, bed spreads, pillow shams; bath room linens, namely, towels, wash cloths and fabric bath mats; home linens, namely, kitchen towels, dish washing cloths, window curtains, window drapes; fabric shower curtains; plastic shower curtains; non-fitted cushion covers

027 - home furnishings, namely, area rugs and carpeting; plastic or rubber bath mats

035 - retail store services in the fields of personal care products, linens, and home furnishings

UNITED STATES	T32291US01	10/25/2001	76/330,074			PENDING	020
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020 - furniture, namely, tables, chairs, couches, beds, cabinets, dressers, desks

UNITED STATES	T32291US02	5/14/2001	75/982,187	4/4/2006	3,076,982	REGISTERED	018,026
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018 - handbags, purses, and wallets

026 - buttons and ornamental novelty pins

UNITED STATES	T32291US03	10/28/1992	74/326,589	3/25/1997	2,046,868	REGISTERED	014,025,042
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014 - jewelry

025 - women's clothing; namely, lingerie, suits, dresses, blazers, panty hose, pants, shirts, blouses, jackets, jogging suits, socks and sweaters

042 - retail store services in connection with women's apparel

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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ASHLEY STEWART continued...

UNITED STATES	T32291US04	11/3/1997	75/383,329	3/27/2001	2,438,806	ABANDONED	003
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003 - personal care products for the hair, skin and nails, cosmetics and fragrances, namely, perfume, eau de perfume, eau de cologne, toilet water, pre-shave and after shave lotions; perfumed body oil and lotion, bath oil; talcum powder, toilet and beauty soaps; preparations for the face and body, namely, skin cleansing and moisturizing creams, balms, milks, gels, emulsions, lotions, and creams; lip lotion and cream; hand lotion and cream; foundation creams and cover base; beauty and facial masks, gels and packs; day and night creams; eye-wrinkle creams and sticks; sun care preparations, namely, sun cream, sun milk, sun oil and after-sun liquids; spray, liquid or powder personal deodorants and antiperspirants; eye makeup, face makeup, and cover sticks; liquid, cream, gel or powder rouges and blushes; lipstick, lip gloss, lip shine, lip balm creams and sticks; essential oils and ambergris for use in making perfumes and/or cosmetics; preparations for the hair, namely, shampoo, conditioner, rinse, dressing and hair treatment lotions, hair oils, tonics and pomades, hair sprays; nail enamel, nail hardeners, nail polish, nail polish base coat, nail polish remover, nail polish top coat, nail strengtheners, pre-moistened cosmetic tissues, wipes and towelettes; denture cleaning preparations, dentifrices, dental gels, toothpastes, depilatories

UNITED STATES	T32291US05					PROPOSED	003
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003 - personal care products for the hair, skin and nails, cosmetics and fragrances, namely, perfume, eau de perfume, eau de cologne, toilet water, pre-shave and after shave lotions; perfumed body oil and lotion, bath oil; talcum powder, toilet and beauty soaps; preparations for the face and body, namely, skin cleansing and moisturizing creams, balms, milks, gels, emulsions, lotions, and creams; lip lotion and cream; hand lotion and cream; foundation creams and cover base; beauty and facial masks, gels and packs; day and night creams; eye-wrinkle creams and sticks; sun care preparations, namely, sun cream, sun milk, sun oil and after-sun liquids; spray, liquid or powder personal deodorants and antiperspirants; eye makeup, face makeup, and cover sticks; liquid, cream, gel or powder rouges and blushes; lipstick, lip gloss, lip shine, lip balm creams and sticks; essential oils and ambergris for use in making perfumes and/or cosmetics; preparations for the hair, namely, shampoo, conditioner, rinse, dressing and hair treatment lotions, hair oils, tonics and pomades, hair sprays; nail enamel, nail hardeners, nail polish, nail polish base coat, nail polish remover, nail polish top coat, nail strengtheners, pre-moistened cosmetic tissues, wipes and towelettes; denture cleaning preparations, dentifrices, dental gels, toothpastes, depilatories

Ashley Stewart presents the Butterfly by Jill Scott

UNITED STATES	T34504US00	1/30/2008	77/383,916			PENDING	025
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025 - women's clothing, namely, lingerie

Ashley Stewart presents the Butterfly inspired by Jill Scott

UNITED STATES	T34503US00	1/30/2008	77/383,909			PENDING	025
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025 - women's clothing, namely, lingerie

Butterfly - Inspired by Jill Scott for Ashley Stewart

UNITED STATES	T34500US00	1/30/2008	77/383,898			PENDING	025
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025 - women's clothing, namely, lingerie

Butterfly by Ashley Stewart

UNITED STATES	T34502US00	1/30/2008	77/383,905			PENDING	025
---------------	------------	-----------	------------	--	--	---------	-----

025 - women's clothing, namely, lingerie

Butterfly by Jill Scott

UNITED STATES	T34501US00	1/30/2008	77/383,903			PENDING	025
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BRAZIL	T32359BR00	10/8/1999	822086450			CLOSED	25
25 - Clothes and clothing accessories of common use							
BRAZIL	T32359BR01	10/8/1999	822086441			CLOSED	40
40 - Apparel and retail store services for clothes and clothing accessories							
DOMINICAN REPUBLIC	T32359DO00	9/26/2002	2002-148914	12/15/2002	131629	CLOSED	025
025 - Women's clothing, namely, lingerie, bathrobes, scarves, blouses, tee shirts, sweaters, jackets, coats, pants, shorts, dresses, footwear, hats, gloves and mittens							
DOMINICAN REPUBLIC	T32359DO01	9/26/2002	2002-148915	12/15/2002	131437	CLOSED	035
035 - Apparel and retail store services							
MEXICO	T32359MX00	3/9/1999	366709	8/16/2000	667684	CLOSED	042
042 - Apparel and retail store services							
MEXICO	T32359MX01	3/9/1999	366708			CLOSED	025
025 -							
NICARAGUA	T32359NI00	8/26/1999	99-00836	5/29/2000	44,066 c.c.	CLOSED	025
025 - Women's clothing, namely, lingerie, bathrobes, scarves, blouses, tee shirts, sweaters, jackets, coats, pants, shorts, dresses, footwear, hats, gloves and mittens							
NICARAGUA	T32359NI01	8/26/1999	99-00835	5/29/2000	44,065 C.C.	CLOSED	042
042 - Apparel and retail store services							
UNITED STATES	T32359US00	11/30/1999	75/859,286	3/19/2002	2,548,888	CLOSED	025,035
025 - Women's clothing, namely, lingerie, bathrobes, scarves, blouses, tee shirts, sweaters, jackets, coats, pants, shorts, skirts, dresses, footwear, hats, gloves and mittens							
035 - Retail clothing store services							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
---------	------------	-------	-------	-------	------	--------	---------

THE .M LOOK



UNITED STATES	T32362US00	11/1/2001	76/332,927	9/3/2002	2,615,171	CLOSED	035
035 - Retail clothing store services							

URBAN BRANDS

UNITED STATES	T32360US00	12/31/1997	75/413,469	8/5/2003	2,747,468	REGISTERED	035
035 - business management, consultation, planning and supervision services in the area of retail establishments							

END OF REPORT

TOTAL ITEMS SELECTED = 29

**All Matters by Client For: Urban Brands Inc.
135033**

Client/Matter No Title/Trademark Client Reference	Status	Country	Property Type Sub Type	Application No. Filing Date	Pat/Reg No. Registration Date	Responsible Attorneys
135033-3013 ASHLEY SPORT & DESIGN	Published	United States of America	Trademark	76/701486 2/4/2010		Sickler, Jennifer S. Lechner-Fish, Teresa

Ashley Sport

Owner: Urban Brands Inc.
 Classes: 25
 Goods/Services: 25 -
 25 - Clothing and active wear, namely, sweat pants, sweat shirts, yoga pants, sport shirts, sport shorts, sport pants, jackets, socks, tights, sports bras, and hats
 Remarks: 7/9/10: Postcard receipt dated 7/6/10 received

135033-3014 ASHLEY SPORT(WORD)	Pending	United States of America	Trademark	76/701488 2/4/2010		Sickler, Jennifer S. Lechner-Fish, Teresa
Owner: Urban Brands Inc. Classes: 25 Goods/Services: 25 - Clothing and active wear, namely, sweat pants, sweat shirts, yoga pants, sport shirts, sport shorts, sport pants, jackets, socks, tights, sports bras, and hats Remarks:						

Print Date: 9/14/2010

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**All Matters by Client For: Urban Brands Inc.
135033**

Client/Matter No Title/Trademark Client Reference	Status	Country	Property Type Sub Type	Application No. Filing Date	Pat/Reg No. Registration Date	Responsible Attorneys
135033-3018 A LUX & DESIGN	Pending	United States of America	Trademark	76/702021 3/12/2010		Sickler, Jennifer S. Lechner-Fish, Teresa



Owner: Urban Brands, Inc
Classes: 14,26,35
Goods/Services: 14 - Jewelry, namely, earrings, necklaces, rings, pendants, brooches, toe rings, bracelets, cuff links, and hair ornaments

35 - Retail store services in the field of women's jewelry
26 - Hair ornaments

Remarks:

135033-7002 ASHLEY SPORT (word)	Pending	Mexico	Trademark	1109581 8/4/2010		Sickler, Jennifer S.
<p>Owner: Urban Brands, Inc Classes: 25 Goods/Services: 25 - Clothing and active wear, namely, sweat pants, sweat shirts, yoga pants, sport shirts, sport shorts, sport pants, jackets, socks, tights, sports bras, and hats</p> <p>Remarks:</p>						

Print Date: 9/14/2010

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attorneys and counselors in www.gardere.com

**All Matters by Client For: Urban Brands Inc.
135033**

Client/Matter No	Status	Country	Property Type	Application No. Filing Date	Pat/Reg No. Registration Date	Responsible Attorneys
Title/Trademark			Sub Type			
Client Reference						
135033-7003	Pending	Mexico	Trademark	1109583 8/4/2010		Sickler, Jennifer S.
ASHLEY SPORT (design)						
Owner: Urban Brands, Inc Classes: 25 Goods/Services: 25 - 25 - Clothing and active wear,namely, sweat pants, sweat shirts, yoga pants, sport shirts, sport shorts, sport pants, jackets, socks, tights, sports bras, and hats Remarks:						
135033-7004	Pending	Canada	Trademark	1490775 7/30/2010		Sickler, Jennifer S. Lechner-Fish, Teresa
ASHLEY SPORT						
Owner: Urban Brands, Inc Classes: - Goods/Services: - - Clothing and active wear,namely, sweat pants, sweat shirts, yoga pants, sport shirts, sport shorts, sport pants, jackets, socks, tights, sports bras, and hats - - Clothing and active wear,namely, sweat pants, sweat shirts, yoga pants, sport shirts, sport shorts, sport pants, jackets, socks, tights, sports bras, and hats Remarks:						

Print Date: 9/14/2010

**All Matters by Client For: Urban Brands Inc.
135033**

Client/Matter No Title/Trademark Client Reference	Status	Country	Property Type Sub Type	Application No. Filing Date	Pat/Reg No. Registration Date	Responsible Attorneys
135033-7005 ASHLEY SPORT & DESIGN	Pending	Canada	Trademark	1490774 7/30/2010		Sickler, Jennifer S. Lechner-Fish, Teresa



Owner: Urban Brands, Inc
 Classes: -
 Goods/Services: - - Clothing and active wear, namely, sweat pants, sweat shirts, yoga pants, sport shirts, sport shorts, sport pants, jackets, socks, tights, sports bras, and hats
 Remarks:

135033-7006
A LUX & DESIGN

Pending

Canada

Trademark

Sickler, Jennifer S.
Lechner-Fish, Teresa

Owner: Urban Brands, Inc
 Classes: -
 Goods/Services: - - Jewelry, namely, earrings, necklaces, rings, pendants, brooches, toe rings, bracelets, cuff links, and hair ornaments
 Remarks:

Print Date: 9/14/2010

**All Matters by Client For: Urban Brands Inc.
135033**

Client/Matter No	Status	Country	Property Type	Application No. Filing Date	Pat/Reg No. Registration Date	Responsible Attorneys
Title/Trademark			Sub Type			
Client Reference						
135033-7007	Pending	Mexico	Trademark	1119011 9/10/2010		Sickler, Jennifer S. Lechner-Fish, Teresa
A LUX & DESIGN						

Owner: Urban Brands, Inc
 Classes: 14
 Goods/Services: 14 - Jewelry, namely, earrings, necklaces, rings, pendants, brooches, toe rings, bracelets, cuff links

Remarks:

135033-7008	Pending	Mexico	Trademark	1119009 9/10/2010		Sickler, Jennifer S. Lechner-Fish, Teresa
A LUX & DESIGN						

Owner: Urban Brands, Inc
 Classes: 26
 Goods/Services: 26 - Hair ornaments
 Remarks:

Print Date: 9/14/2010

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All Matters by Client For: Urban Brands Inc.
135033

Client/Matter No	Status	Country	Property Type	Application No. Filing Date	Pat/Reg No. Registration Date	Responsible Attorneys
Title/Trademark			Sub Type			
Client Reference						
135033-7009	Pending	Mexico	Trademark	1119010 9/10/2010		Sickler, Jennifer S. Lechner-Fish, Teresa
A LUX & DESIGN						

Owner: Urban Brands, Inc
Classes: 35
Goods/Services: 35 - Retail store services in the field of women's jewelry
Remarks:

Print Date: 9/14/2010

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ATTORNEYS AND COUNSELORS AT LAW www.gardere.com

ORA
19831.005



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NUMBER	FILING or 371(c) DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	TOT CLAIMS	IND CLAIMS
12/228,073	02/08/2008		2936	P30834US00	53	1

CONFIRMATION NO. 5568

UPDATED FILING RECEIPT



OC000000036678024

Date Mailed: 06/30/2009

28381
ARNOLD & PORTER LLP
ATTN: IP DOCKETING DEPT.
555 TWELFTH STREET, N.W.
WASHINGTON, DC 20004-1206

Receipt is acknowledged of this non-provisional patent application. The application will be taken up for examination in due course. Applicant will be notified as to the results of the examination. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please submit a written request for a Filing Receipt Correction. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections

Applicant(s)

Melfi Maria Jimenez, Secaucus, NJ;
Jill Scott, Philadelphia, PA;

Power of Attorney: The patent practitioners associated with Customer Number 28381

Domestic Priority data as claimed by applicant

Foreign Applications

If Required, Foreign Filing License Granted: 02/25/2008

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US 12/228,073**

Projected Publication Date: 10/08/2009

Non-Publication Request: No

Early Publication Request: No
Title

Brassiere

Preliminary Class



PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent

in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process simplifies the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

Almost every country has its own patent law, and a person desiring a patent in a particular country must make an application for patent in that country in accordance with its particular laws. Since the laws of many countries differ in various respects from the patent law of the United States, applicants are advised to seek guidance from specific foreign countries to ensure that patent rights are not lost prematurely.

Applicants also are advised that in the case of inventions made in the United States, the Director of the USPTO must issue a license before applicants can apply for a patent in a foreign country. The filing of a U.S. patent application serves as a request for a foreign filing license. The application's filing receipt contains further information and guidance as to the status of applicant's license for foreign filing.

Applicants may wish to consult the USPTO booklet, "General Information Concerning Patents" (specifically, the section entitled "Treaties and Foreign Patents") for more information on timeframes and deadlines for filing foreign patent applications. The guide is available either by contacting the USPTO Contact Center at 800-786-9199, or it can be viewed on the USPTO website at <http://www.uspto.gov/web/offices/pac/doc/general/index.html>.

For information on preventing theft of your intellectual property (patents, trademarks and copyrights), you may wish to consult the U.S. Government website, <http://www.stopfakes.gov>. Part of a Department of Commerce initiative, this website includes self-help "toolkits" giving innovators guidance on how to protect intellectual property in specific countries such as China, Korea and Mexico. For questions regarding patent enforcement issues, applicants may call the U.S. Government hotline at 1-866-999-HALT (1-866-999-4158).

LICENSE FOR FOREIGN FILING UNDER

Title 35, United States Code, Section 184

Title 37, Code of Federal Regulations, 5.11 & 5.15

GRANTED

The applicant has been granted a license under 35 U.S.C. 184, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" followed by a date appears on this form. Such licenses are issued in all applications where the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 37 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Bureau of Industry and Security, Department of Commerce (15 CFR parts 730-774); the Office of Foreign Assets Control, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN-FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).

CRA
19831.005



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NUMBER	FILING or 371(c) DATE	GRP ART UNIT	PIL FEE REC'D	ATTY. DOCKET NO	TOT CLAIMS	IND CLAIMS
12/367,504	02/07/2009	3765	2936	P30834US01	53	1

CONFIRMATION NO. 1045

UPDATED FILING RECEIPT



0000000036677411

28381
ARNOLD & PORTER LLP
ATTN: IP DOCKETING DEPT.
555 TWELFTH STREET, N.W.
WASHINGTON, DC 20004-1206

Date Mailed: 06/30/2009

Receipt is acknowledged of this non-provisional patent application. The application will be taken up for examination in due course. Applicant will be notified as to the results of the examination. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please submit a written request for a Filing Receipt Correction. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections

Applicant(s)

Melfi Maria Jimenez, Secaucus, NJ;
Jill Scott, Philadelphia, PA;

Power of Attorney: The patent practitioners associated with Customer Number 28381

Domestic Priority data as claimed by applicant

Foreign Applications

EUROPEAN (EU) OFFICE FOR HARMONIZATION I 984505-0001 08/08/2008
EUROPEAN (EU) OFFICE FOR HARMONIZATION I 984505-0002 08/08/2008

If Required, Foreign Filing License Granted: 02/18/2009

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US 12/367,504**

Projected Publication Date: 02/11/2010

Non-Publication Request: No

Early Publication Request: No



Title

Brassiere

Preliminary Class

450

PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process simplifies the filing of patent applications on the same invention in member countries, but does not result in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

Almost every country has its own patent law, and a person desiring a patent in a particular country must make an application for patent in that country in accordance with its particular laws. Since the laws of many countries differ in various respects from the patent law of the United States, applicants are advised to seek guidance from specific foreign countries to ensure that patent rights are not lost prematurely.

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set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 37 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Bureau of Industry and Security, Department of Commerce (15 CFR parts 730-774); the Office of Foreign Assets Control, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).

Section 5.10(b)

Intellectual Property

See Item 2 in Section 5.10(c) of this Seller Disclosure Schedule.

Section 5.10(c)

Intellectual Property

1. Urban Brands filed an application (the "Application") with the US Patent & Trademark office for use of a mark (goods and services category) for which the Application is being contested by Ashley Furniture Industries, Inc. ("Ashley Furniture").
2. *Urban Brands Inc. v. J. Heather, Inc. and Jill Scott*. Case is pending in federal court in the District of New Jersey.

Section 5.11(a)

Taxes

1. Tax Returns related to the tax liens and warrants listed as Item 3 on Schedule 1.1(c) (Encumbrances) to the Agreement.
2. Tax Returns related to the Tax audits in progress and disclosed in the attached summary.

Attachment to Seller Disclosure Schedule Section 5.11(e)

Summary of Tax Audits in Progress for Urban Brands, Inc. and its Subsidiaries

Company	Jurisdiction	Audit Period	Next Scheduled Appointment	State of Limitations	Audit Status	Audit Issues	Potential Assessment			Total	Projected Assessment	Actual Amount
							Tax	Interest	Penalty			
Income Tax												
in Brands	New Jersey	FYE 1/03 - 1/05	Auditor provided explanations for adjustments	12/31/2010	Disagrees	Interest Addback and AMA	986,836	596,328	49,342	1,632,506		0
Sales and Use Tax												
Urban Brands	New Jersey	1/01/00 - 6/30/07	Third party pursuing various sales tax credits. Due to amnesty credits needed to be part of audit to be eligible.	12/31/2010	In Progress	Use Tax - Fixed Assets, Expense Assets	109,219	73,941	6,735	189,895		135,512
Large Apparel of OH	Ohio	2/01/04 - 1/31/08	Auditor preparing workpapers.	N/A	In Progress	Use Tax - Fixed Assets, Expense Assets	60,000	12,000	9,000	81,000		27,581
							1,156,055	682,269	65,077	1,903,401	0	163,093

Section 5.11(b)

Taxes

1. See disclosures set forth in Section 5.11(a) of this Seller Disclosure Schedule.
2. Approximately \$825,000 in sales and use Taxes relating to the period prior to the date of the Agreement are either currently due and owing or will become due and owing to various Governmental Authorities in the ordinary course of business.

Section 5.14

Permits

Nothing to set forth.

Section 5.17

Banks

[See attached]

Attachment to Seller Disclosure Schedule Section 5.17

Selling Entities' Banks				Authorized Persons	
BANK	ACCOUNT NAME	BANK ADDRESS	CITY, STATE, ZIP	Purpose	Authorized Persons
BANK OF AMERICA	URBAN BRANDS INC	BANK ADDRESS 100 FEDERAL ST.	BOSTON, MA, 02110	Store Depository Account	Treasurer
CAPITAL ONE	LARGE APPAREL OF LOUISIANA	201 ST. CHARLES AVE 29th FLOOR	NEW ORLEANS, LA 70170	Store Depository Account	Treasurer
MARQUETTE BANK	LARGE APPAREL OF ILLINOIS	10000 W. 151st ST.	ORLAND PARK, IL 60462	Store Depository Account	Treasurer
CHASE	LARGE APPAREL OF MICHIGAN	PO BOX 240180	BATON ROUGE, LA 70826-0180	Store Depository Account	Treasurer
CHARITK ONE	ASHLEY STEWART LTD	PO BOX 42001	PROVIDENCE, RI 02940-2001	Store Depository Account	Treasurer
SUNTRUST BANK	ASHLEY STEWART LTD	3550 DONELL DR.	FORESTVILLE, MD 20747	Store Depository Account	Treasurer
WACHOVIA	ASHLEY STEWART	PO BOX 561966	CHARLOTTE, NC 28262-3966	Store Depository Account	Treasurer
HARRIS BANK	LARGE APPAREL OF ILLINOIS	PO BOX 94033	PALATINE, IL 60094-4033	Store Depository Account	Treasurer
HUNTINGTON BANK	LARGE APPAREL OF OHIO	PO BOX 1558	COLUMBUS, OH 43216-1558	Store Depository Account	Treasurer
M & T BANK	ASHLEY STEWART LTD	2865 ALABAMA AVE. SE	WASHINGTON, DC 20020	Store Depository Account	Treasurer
FIRST TENNESSEE BANK	LARGE APPAREL OF TENNESSEE	PO BOX 84	MEMPHIS, TN 38101	Store Depository Account	Treasurer
SOVEREIGN BANK	LARGE APPAREL OF PENNSYLVANIA	1 SOVEREIGN WAY	EAST PROVIDENCE, RI 02915	Store Depository Account	Treasurer
KEY BANK	LARGE APPAREL OF NEW YORK	PO BOX 22114	ALBANY, NY 12201-2114	Store Depository Account	Treasurer
MB FINANCIAL	LARGE APPAREL OF ILLINOIS	6111 NORTH RIVER ROAD	ROSEMONT, IL 60018	Store Depository Account	Treasurer
ROYAL BANK OF MISSOURI	ASHLEY STEWART	8021 OLIVE BOULEVARD	ST LOUIS, MISSOURI 63130	Store Depository Account	Treasurer
GATEWAY NAT'L (new Central Bank of KC)	LARGE APPAREL OF MISSOURI	3412 NORTH UNION BLVD.	ST LOUIS, MISSOURI 63115	Store Depository Account	Treasurer
UMB BANK	LARGE APPAREL OF MISSOURI	PO BOX 419226	KANSAS CITY, MO 64141-6226	Store Depository Account	Treasurer
CITIBANK	LARGE APPAREL OF CALIFORNIA	PO BOX 26892	SAN FRANCISCO, CA 94126-6892	Store Depository Account	Treasurer
U.S. BANK	LARGE APPAREL OF OHIO	PO BOX 1800	ST. PAUL, MN 55101-0800	Store Depository Account	Treasurer
WELLS FARGO	ASHLEY STEWART	PO BOX 6955	PORTLAND, OR 97228-6955	Store Depository Account	Treasurer
FIFTH THIRD BANK	LARGE APPAREL OF OHIO	PO BOX 639900	CINCINNATI, OH 45263-0900	Store Depository Account	Treasurer
BANCO POPULAR	MARIANNE VI INC.	PO BOX 362708	SAN JUAN, PR 00936-2708	Store Depository Account	Treasurer
SHORE BANK	LARGE APPAREL OF ILLINOIS	7054 S. JEFFERY BLVD.	CHICAGO, IL 60649	Store Depository Account	Treasurer
REGIONS BANK	LARGE APPAREL OF MISSOURI	10449 ST. CHARLES ROCK RD.	ST. ANN, MO 63074	Store Depository Account	Treasurer
TRUSTMARK	LARGE APPAREL OF MISSISSIPPI	50 GOODMAN RD.	SOUTHAVEN, MS 38671	Store Depository Account	Treasurer
PNC BANK	LARGE APPAREL OF OHIO	PO BOX 699	PITTSBURGH, PA 15230-9738	Store Depository Account	Treasurer
BENEFICIAL SAVINGS BANK	LARGE APPAREL OF PENNSYLVANIA	530 WALNUT STREET	PHILADELPHIA, PA 19106	Store Depository Account	Treasurer
ID BANK	LARGE APPAREL OF NEW JERSEY	101 HADDONFIELD RD.	CHERRY HILL, NJ 08002	Store Depository Account	Treasurer
ALLIANT BANK	LARGE APPAREL OF ALABAMA	PO BOX 1237	ALEXANDER CITY, AL 35011-1237	Store Depository Account	Treasurer
CHEVY CHASE BANK	LARGE APPAREL OF MARYLAND	6200 CHEVY CHASE DR.	LAUREL, MD 20707	Store Depository Account	Treasurer
M&I BANK	LARGE APPAREL OF WISCONSIN	PO BOX 2045	MILWAUKEE, WI 53201-2045	Store Depository Account	Treasurer
FIRST MIDWEST BANK	LARGE APPAREL OF INDIANA	1975 W RIDGE ROAD	GARY, IN 46408	Store Depository Account	Treasurer
SUBURBAN BANK & TRUST	LARGE APPAREL OF ILLINOIS	PO BOX 419	ELMHURST, IL 60126-0419	Store Depository Account	Treasurer
BB&T	MARIANNE USER INC	1205 NW 40th AVE	LAUDERHILL FL 33313	Store Depository Account	Treasurer
CAPITAL CITY BANK	LARGE APPAREL OF FLORIDA	PO BOX 900	TALLAHASSEE, FL 32302-0900	Store Depository Account	Treasurer
PRESTON NATIONAL BANK	LARGE APPAREL OF TEXAS	5644 LBI FREEWAY	DALLAS, TX 75240	Store Depository Account	Treasurer
FIRST AMERICAN BANK	LARGE APPAREL OF LOUISIANA	PO BOX 550	HARVEY, LA 70058	Store Depository Account	Treasurer
TCF BANK	LARGE APPAREL OF ILLINOIS	500 W JOLIET RD	WILLOWBROOK, IL 60527	Store Depository Account	Treasurer
WOODFOREST NAT'L BANK	LARGE APPAREL OF NORTH CAROLINA	PO BOX 7889	THE WOODLANDS, TX 77387-7889	Store Depository Account	Treasurer
BANK OF AMERICA	URBAN BRANDS, INC.	100 FEDERAL ST.	BOSTON, MA, 02110	Corp. Receipt Account	See Note 1 below.
BANK OF AMERICA	URBAN BRANDS, INC.	100 FEDERAL ST.	BOSTON, MA, 02110	Blocked Receipt Account	See Note 1 below.
BANK OF AMERICA	URBAN BRANDS, INC.	100 FEDERAL ST.	BOSTON, MA, 02110	Operating Account	See Note 1 below.
BANK OF AMERICA	URBAN BRANDS, INC.	100 FEDERAL ST.	BOSTON, MA, 02110	Merchandise Account	See Note 1 below.
BANK OF AMERICA	URBAN BRANDS, INC.	100 FEDERAL ST.	BOSTON, MA, 02110	Payroll Account	See Note 1 below.
BANK OF AMERICA	URBAN BRANDS, INC.	100 FEDERAL ST.	BOSTON, MA, 02110	Expense Account	See Note 1 below.

Note 1: Chief Executive Officer, Chief Financial Officer and Treasurer

Section 7.7(e)

Seller Benefit Plans

Associate Benefits related to Seller Holidays, Personal Days, Sick Days and Vacation Time more fully described in Exhibit A attached hereto.

Fall 2010 Store Management Incentive Bonus Plan

Fall 2010 DSM and ASM Incentive Bonus Plan

2010 Cigna Healthy Reward Discount Program

Cigna Wellness Incentive Program

Medical, Prescription, Dental & Vision Plans through CIGNA and VSP

Flexible Spending Account (FSA) Plans

Basic Life Insurance Plan

Accidental Death & Dismemberment Plan

Supplemental Life Insurance Plan

Supplemental Dependent Life Plan

Long Term Disability Plan

401k Plan

I. ASSOCIATE BENEFITS

A. Company Holidays:

- 1 Full time and part time associates will be eligible for paid Company Holidays following thirty (30) days of active employment. Eligible full time and part time associates will receive the following paid Company Holidays:

New Year's Day	Independence Day	Christmas Day
Martin Luther King Day	Labor Day	
Memorial Day	Thanksgiving Day	

- 2 In order to receive Holiday Pay, associates are required to work their regular work schedule on their last regularly-scheduled day before and their first regularly-scheduled day after the Holiday, unless otherwise agreed to in writing by the Company. If it is necessary for associates to work on a Company Holiday, associates should be paid in the following manner:

- For a non-exempt associate who works on a Company Holiday he/she will be paid 1 ½ times their normal pay for all hours worked on the Company Holiday and any legally required overtime hours worked.
- For an exempt associate who works on a Company Holiday, he/she will be paid regular pay for that day and he/she may take a pre-approved, compensatory day off on selected Holidays within the following two (2) weeks.

B. Personal Days:

- 1 The Company provides personal days to associates for the purpose of providing them time off to deal with specific personal business that the associate might otherwise have difficulty handling given the demands of their work schedule. Personal days are not to be used to extend vacation time. When an associate is taking time off for reasons which are not covered by this policy, vacation days must be used. Reasons for which personal days can be used include: birthdays, anniversaries, attendance of personal matters or for appointments with, for example, physicians, attorneys, or teachers or to supplement bereavement time. The Company reserves the right to request that an associate provide confirmation that personal days are being used in accordance with this policy in any situation it deems appropriate. All personal time requested must be approved in advance by the supervisor.
- 2 Full time associates who have completed ninety (90) days of continuous active service will be eligible for three (3) personal days per calendar year.
- 3 Unused personal days will not be carried over into the following calendar year and will not be paid out upon separation from the Company.

C. Sick Days

- 1 The Company provides paid sick days to all non-exempt associates. Sick days are allocated (i.e., given out) to allow non-exempt associates time off from work due to illness without loss of pay. Sick days are not to be used for vacation or personal reasons. However, associates shall be permitted to use up to one half (1/2) of their annually allocated sick days to attend to the illness of the associate's child, parent, or spouse, in the same manner that associate is able to use sick days for their own illness or injury.
- 2 Full-time, non-exempt associates who have completed ninety (90) days or more of continuous active service are entitled to four (4) sick days per calendar year.
- 3 Part-time, non-exempt associates who have completed one year or more of continuous active service are entitled to two (2) sick days per calendar year.
- 4 Unused sick days will not be carried over into the following calendar year and will not be paid out upon separation from the Company.

Exhibit A
to Section 7.7(e) of Seller Disclosure Schedule

D. Vacation Time

The company provides vacation in accordance with the following schedules:

1. Full- time associates who have completed ninety (90) days of continuous active service are entitled to vacation. The amount of vacation time that is allocated to an associate can be used throughout that calendar year, subject to "black out period" and business needs

The following schedule details the amount of vacation time eligible associates will be allocated each year:

Years of Service	Allocated Vacation Time
Year One (1) through Year Four (4)	Two (2) Weeks Vacation
*Year Five (5) through Year Fourteen (14)	Three (3) Weeks Vacation
*Year Fifteen (15) through remainder of your employment	Four (4) Weeks Vacation

*Additional weeks of vacation time as noted in the chart above, are allocated when the associate reaches their service anniversary

2. Part-time, non-exempt associates who have completed one** (1) full year of employment will accrue vacation at a rate of 3.33 hours for each month in which they work at least 88 hours. This will equate to one (1) week of vacation in a calendar year.
3. Part-time, non-exempt associates who have completed five** (5) years of employment will start to accrue vacation at a rate of 6.66 hours for each month in which they work at least 88 hours. This would equate to two (2) weeks vacation in a calendar year.

** Vacation time as noted above, is allocated on the January 1st immediately following the calendar year in which the associate reaches their service anniversary

3. Vacation Accrual Example

The following chart illustrates how a typical Part-time associate would accrue vacation time throughout a one year period. In this example, a typical Part-time associate has been employed with the Company for over two years and has been allocated one (1) week of vacation, equaling 39.96 hours. The chart below shows approximately the number of hours that the associate will have accrued at the end of each calendar month. This example is for illustrative purposes only.

Vacation Accrual Illustration

By Month End	Approximate Number of Earned Vacation Hours
January	3.33 hours
February	6.66 hours
March	9.99 hours
April	13.32 hours
May	16.65 hours
June	19.98 hours
July	23.31 hours
August	26.64 hours
September	29.97 hours
October	33.30 hours
November	36.63 hours
December	39.96 hours

4. Vacation time accrued, but unused, in one calendar year cannot be "carried over" into the following calendar year (except where required by applicable law). All accrued, but unused vacation time in one calendar year will be forfeited on January 1 of the following calendar year (except where prohibited by law). Unused vacation time will not be paid out upon separation from the Company.
5. Although the Company expects associates to use their accrued vacation time in each calendar year, associates in California may carry over up to two (2) times their annual allotment of vacation time from one calendar year to the next. If an associate accrues two (2) times their annual allotment, the accrual of vacation time shall be suspended until the associate has used vacation time to reduce the balance of accrued days.