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)
Debtors.	:	
	:	(Jointly Administered)
	:	
	:	**Re: D.I. 34, 110 and D.I. 114**

PARTIAL JOINDER IN OBJECTIONS OF C. MICHELLE PANOVICH OF MID-AMERICA ASSET MANAGEMENT, INC., AS COURT APPOINTED RECEIVER FOR LINCOLN MALL, (D.I. 110) AND RREEF MANAGEMENT COMPANY AND WATT MANAGEMENT COMPANY (D.I. 114) TO DEBTORS' MOTION PURSUANT TO 11 U.S.C. §§ 105(A), 363, AND 365, AND BANKRUPTCY RULES 2002, 6004, AND 6006 FOR (I) ENTRY OF AN ORDER (A) ESTABLISHING BIDDING AND AUCTION PROCEDURES RELATED TO THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS; (B) APPROVING RELATED BID PROTECTIONS; (C) SCHEDULING AN AUCTION AND SALE HEARING; (D) ESTABLISHING CERTAIN NOTICE PROCEDURES FOR DETERMINING CURE AMOUNTS FOR EXECUTORY CONTRACTS AND LEASES TO BE ASSIGNED; AND (E) GRANTING CERTAIN RELATED RELIEF; AND (II) ENTRY OF AN 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 LEASES OF NONRESIDENTIAL REAL PROPERTY PURSUANT TO 11 U.S.C. § 365(D)(4)

COMES NOW, Hartz Mountain Metropolitan ("Hartz"), by and through its undersigned counsel and submits this joinder ("Joinder") to the objections of C. Michelle Panovich of Mid-America Asset management, Inc., as Court Appointed Receiver for Lincoln Mall (the "Lincoln Mall Objection") [D.I. 110] and RREEF Management Company and Watt Management Company (the "RREEF/Watt Objection") [D.I. 114] to Debtors' Motion Pursuant to 11 U.S.C. Sections 105(a), 363, and 365, and Bankruptcy Rule 2002, 6004, and 6006 for (I) Entry of An

Order (A) Establishing Bidding and Auction Procedures Related to the Sale of Substantially all of the Debtors Assets; (B) Approving Related Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Establishing Certain Notice Procedures for Determining Cure Amounts for Executory Contracts and Leases to be Assigned; and (E) Granting Certain Related Relief; and (II) Entry of an 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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. Section 365(d)(4), and in support hereof states as follows:

1. Hartz is the landlord pursuant to a real property lease located at 100 Metro Way, Secaucus, New Jersey (the "Lease") with ASNJ 10, Inc. as Tenant. The Lease is identified as Store No. 6420 in the Debtors' schedules.

2. Hartz joins in the Lincoln Mall Objection and the RREEF/Watt Objection (collectively the "Objections") substantially for the reasons set forth therein with respect to, *inter alia*, the method, timing and provision of adequate assurance information, cure procedures, compliance with the terms and conditions of the leases, the timetable for the proposed auction and sale hearing, preservation of landlords' rights to recover unbilled year-end adjustments and reconciliations, designation procedures, and assumption and rejection procedures, and joins in the suggestion for the requirement of an "Assumption and Amendment Agreement" as made in the Lincoln Mall Objection.

3. However, since the lease between Hartz and ASNJ 10, Inc. is not a retail lease but, rather, is for warehouse and ancillary office space, those aspects of the Lincoln Mall Objection which pertain specifically to shopping center leases do not appear to be applicable to Hartz and thus joinder is not made as to any such inapplicable issues.

4. Hartz reserves the right to join in any other objections submitted by any other landlords or other non-debtor parties.

WHEREFORE, for the foregoing reasons, Hartz hereby reserves all rights and requests that the Bid Motion [D.I. 34] be denied if the Debtors intend to encumber Hartz' rights to the security, and joins in the Objections [D.I. 110 and D.I. 114], as stated above.

Dated: October 4, 2010
Wilmington, DE

McCARTER & ENGLISH, LLP

By: /s/ Katharine L. Mayer
Katharine L. Mayer (DE Bar I.D. 3758)
Kate Roggio Buck (DE Bar I.D. 5140)
Renaissance Centre
405 N. King Street, 8th Floor
Wilmington, DE 19801
(302) 984-6300
(302) 984-6399 Facsimile
E-mail: kmayer@mccarter.com
E-Mail: kbuck@mccarter.com

Attorneys for Hartz Mountain Metropolitan