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October 7, 2010

VIA OVERNIGHT DELIVERY
Kristen Gaskins
General Merchandise Manager
Ashley Stewart
100 Metro Way
Secaucus NJ 07094

VIA FAX AND ELECTRONIC MAIL
Chun I Jang, Esq.
Richards, Layton & Finger, P.A.
920 King Street
Wilmington DE 19899
jang@rlf.com

VIA OVERNIGHT DELIVERY
Juanita Lashley
100 Metro Way
Secaucus NJ 07094

VIA FAX AND ELECTRONIC MAIL
Cathy R. Hershcopf, Esq.
Cooley Godward Kronish LLP
1114 Avenue of the Americas
New York NY 10036
chershcopf@cooley.com

**RE: Demand for Reclamation of Alliance Direct Corporation
In re Urban Brands Inc. et al, Case No. 10-13005(KJC)(Jointly
Administered)**

To Whom It May Concern:

We are counsel for Alliance Direct Corporation ("Alliance"). We have been advised that Urban Brands Inc., together with its affiliates and subsidiaries (collectively, the "Debtors") filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code on September 21, 2010.

Alliance hereby makes a demand for reclamation pursuant to 11 U.S.C. § 546(c) and applicable state law upon the Debtors for all goods sold by Alliance and delivered to the Debtors during the period from August 6, 2010 through September 21, 2010 (the "Alliance Goods"). The Alliance Goods being reclaimed are set forth on the schedule of invoices attached hereto as Exhibit A.

Alliance demands that the Alliance Goods not be sold, dissipated or commingled with any other goods, and that the Alliance Goods be segregated and made available to Alliance immediately. Further, Alliance demands that the Debtors provide Alliance with an inventory of the Alliance Goods in the Debtors' possession.

Nothing herein shall be construed as an admission that any of the goods Alliance delivered to the Debtors between the dates of August 6, 2010 and September 21, 2010 are not consigned goods and Alliance reserves all rights with respect thereto. Alliance further reserves its right, to the extent applicable, to assert an administrative expense claim pursuant to 11 U.S.C. §503(b)(9) with respect to the Alliance Goods.

Please confirm promptly that the Debtors will honor this demand, and advise the undersigned when and where Alliance may arrange for the immediate return of the Alliance Goods.

Very truly yours,


Michael C. D'Aries

CC: John Lee

EXHIBIT A

ALLIANCE DIRECT CORP.

Invoice No.

1

230 West 39th St , New York, N.Y. 10018

Tel: 917-337-3095 Fax: Will Advise

INVOICE

Customer

Name Urban Brands
 Address 100 Metro Way
 City Secaucus State NJ ZIP 07094
 Phone 201-319-9093

Misc

Date 8/11/10
 Order No.
 Rep
 FOB

Qty	Description	Unit Price	TOTAL
2654	P.O 14848 Style # 2147-01 111 Ctns	\$ 11.50	\$ 30,521.00
4926	P.O 14849 Style # 2147-01 206 Ctns	\$ 11.50	\$ 56,649.00
208	P.O 14850 Style # 2147-01 8 Ctns	\$ 11.50	\$ 2,392.00
24	Floorsets Style # 2147-01	\$ 11.50	\$ 276.00

SubTotal	\$ 89,838.00
Shipping	
TOTAL	\$ 89,838.00

Payment

Check

Buyer Juanita Lashley
 Name _____
 CC # _____
 Expires _____

Tax Rate(s)

Office Use Only

Terms 10 EOM + 30

Original - Not Negotiable

STRAIGHT BILL OF LADING

SHORT FORM

Carrier's Pro No. _____
 Shipper's Bill of Lading No. _____
 Consignee's Reference/PO No. _____
 Carrier's Code (SCAC) _____

(Name of Carrier)

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request;

at 8/11/20 From Alhama Direct

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract), agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Ashley Stewart (Mail or street address of consignee - For purposes of notification only.)

Destination 100 Metro Way State _____ Zip _____ County _____ Delivery Address ★

Route Secaucus NJ 07094 ★ To be filled in only when shipper desires and governing tariffs provide for delivery thereof.

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	Car or Vehicle Initials	No.
<u>111 ch Po #14848</u>	<u>> #2147-D</u>	<u>100 Metro Way</u> <u>Secaucus, NJ 07094</u>	<u>RECEIVED</u> <u>8-10-20</u> <u>Received By: Hugo [Signature]</u> <u>Time: 11:45</u>
<u>206 ch Po #14849</u>			
<u>8 ch Po #14850</u>			
<u>325 ch</u>			

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether it is carrier's or shipper's weight.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____
 Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).
 † The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Consolidated Freight Classification.

Shipper, Per _____ Agent, Per _____
 Permanent post-office address of shipper _____

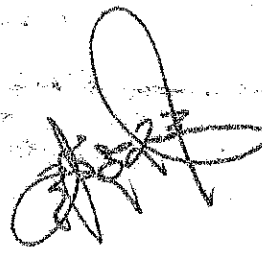
PASSPORT LOGISTICS
2100 91ST STREET
NORTH BERGEN NJ 07047
TEL: 201-869-1000
FAX: 201-869-1134

INVOICE / PICK-UP RECEIPT
=====

TRUCKER :	CW EXPRESS	1-55	INVOICE :	R62235
PICKUP DATE:	11-AUG-2010 11:41 AM	2-50	INM DATE:	11-AUG-2010
HOUSE B/L :	116175	3-55	JOB NO :	39432 - 3
VESSEL :	NYK ROMULUS 02E27	4-55	CUST ID :	SWAT
CONTAINER :	TRLU7534303	5-55	CUST REF:	
MASTER B/L :	NYKS2359317460	6-55	PIECES :	325 CTN / 0 PLT
AVAILABLE :	06-AUG-2010		WEIGHT :	5,732 LBS
STRIPPED :	06-AUG-2010		CUBE :	10.360 CBM
LAST FREE DAY :	13-AUG-2010		DESC :	
PALLET EXCHANGE:	6		MARKS :	STYLE# SIZE QTY COLD
WHSE LOC:	05, 7-6PLTS			

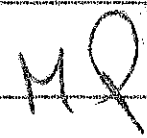
325

7788P



Trucker's Signature: X _____

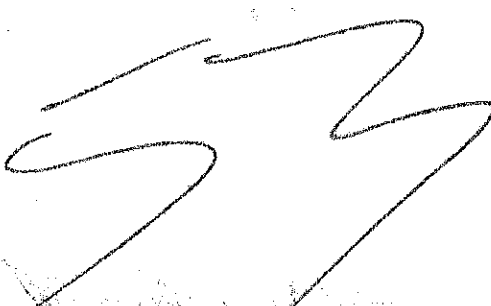
PASSPORT CFS: X _____



PASSPORT is an "OFF DOCK" pier. We are NOT responsible for inland trucking charges regardless if prepaid, collect, or third party.

Passport's liability, including negligence, is limited to the sum of \$50.00 per shipment. Claims must be filed in writing within thirty (30) days of shipping/receiving from Passport CFS Logistics.

"Please visit our website at www.passportcfs.com for availability, charges and directions."



A.B.N Corp.



FROM
Alliance Direct Inc

TO
ASHLEY STEWART LTD
100 METRO WAY
SECAUCUS NJ 07094

Purchase Order
PO#14848
PO#14849
PO#14850

Pick up date
8/11/10

Preticketed
Y

P/L Page
1 of 1

[Empty Box]

Size Scale & Ratio

Cartons		TOTAL CARTON	Style	Color	Size Scale & Ratio								UNIT / BUNDLE	Units / carton	Total Units
From	To				12	14	16	18	20	22	24	26			
PO#14848															
1	41	41	2147-01	White		123	246	123	123	123	123	123	8	24	984
42	42	1	2147-01	White		3	9	3	3	3	3	3		27	27
43	43	1	2147-01	White			4	1	8	3	5	8		29	29
44	76	33	2147-01	Green		99	198	99	99	99	99	99	8	24	792
77	77	1	2147-01	Green		5	2	2	4	0	2	2		17	17
78	110	33	2147-01	Peacock		99	198	99	99	99	99	99	8	24	792
111	111	1	2147-01	Peacock		6	2		5						13
PO#14849															
1	78	78	2147-01	White			234	468	468	234	234	234	8	24	1,872
79	80	2	2147-01	White			6	20	12	6	6	6		28	56
81	152	72	2147-01	Green			216	432	432	216	216	216	8	24	1,728
153	153	1	2147-01	Green			7	3	5	1	5	4		25	25
154	203	50	2147-01	Peacock			150	300	300	150	150	150	8	24	1,200
204	205	2	2147-01	Peacock			4	8	8	4	4	4	8	16	32
206	206	1	2147-01	Peacock			2	2	3	6				13	13
PO#14850															
1	1	1	2147-01	White				8	16		8				32
2	2	1	2147-01	White						16		8	8		32
3	3	1	2147-01	Green				5	10		5				20
4	4	1	2147-01	Green						10		5	5		20
5	5	1	2147-01	Peacock				13			13				26
6	6	1	2147-01	Peacock					26						26
7	7	1	2147-01	Peacock						26					26
8	8	1	2147-01	Peacock								13	13		26
7,788															

→ 2654

→ 4950

→ 208

325 CARTONS

		PO#			12	14	16	18	20	22	24	26		
43	ctn	14848	2147-01	White	126	259	127	134	129	131	134			1,040
34	ctn	14848	2147-01	Green	104	200	101	103	99	101	101			809
34	ctn	14848	2147-01	Peacock	105	200	99	104	99	99	99			805
80	ctn	14849	2147-01	White		240	488	612	204	204	204			1,952
73	ctn	14849	2147-01	Green		223	435	437	217	221	220			1,753
53	ctn	14849	2147-01	Peacock		156	310	311	160	154	154			1,245
2	ctn	14850	2147-01	White		8	16	16	8	8	8			64
2	ctn	14850	2147-01	Green		5	10	10	5	5	5			40
4	ctn	14850	2147-01	Peacock		13	26	26	13	13	13			104

	Total Carton
PO#14848	111 ctn
PO#14849	206 ctn
PO#14850	8 ctn

ALLIANCE DIRECT CORP.

Invoice No.

2

230 West 39th St 14th Floor , New York, N.Y. 10018

Tel: 917-337-3095 Fax: 212-840-0372

INVOICE

Customer

Name Urban Brands
Address 100 Metro Way
City Secaucus State NJ ZIP 07094
Phone 201-319-9093

Misc

Date 9/15/10
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
5905	P.O 15511 Style # 2150-01 197 Ctns	\$ 13.00	\$ 76,765.00
120	P.O 15600 Style # 2150-01 5 Ctns	\$ 13.00	\$ 1,560.00
27	P.O 15511 Style # 2150-01 FLOORSETS	\$ 13.00	\$ 351.00

SubTotal	\$ 78,676.00
Shipping	
TOTAL	\$ 78,676.00

Payment

Check

Buyer Juanita Lashley
Name _____
CC # _____
Expires _____

Tax Rate(s)

Office Use Only

Terms 10 EOM + 30

THIS SHIPPING ORDER must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, and retained by the Agent.

Shipper's No. _____

Carrier's Name: House Truck

Carrier's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of this Bill of lading,

at _____ (Date) 9/7/10 FROM Alliance Direct

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad, water line, highway route or routes, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2), in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned TO Ashley Stewart (Mail or street address for purposes of notification only.)

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name or as otherwise provided in item 430, Sec. 1.

Destination _____ Street _____ City _____
County _____ State _____ Zip _____

Route _____ Delivery Address* _____
(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier PO#15511 Car or Vehicle Initials and No. _____

(Signature of consignor.)

Collect on Delivery \$ _____ And Remit to _____

C. O. D. Charges to be Paid by Shipper Consignee

Street "FLOORSETS" City _____ State _____

If charges are to be prepaid, write or stamp here, "To be Prepaid."

No. Packages	H.M.	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Check Column
		STYLE # 2150-01			
		<u>Total = 27 PCS</u>			

Received \$ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier _____

per _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced: OSCAR CRUZ

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

†The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification.
‡Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

Shipper, Per _____

Permanent post-office address of shipper, _____

2

URBAN BRANDS

100 Metro Way
Secaucus, NJ 07094
201-319-9093 • Fax 201-319-9097

ASHLEY STEWART
Global Vendor of Textiles
 e-commerce

PURCHASE ORDER

ORIGINAL ORDER

CONFIRMING ORDER

Ship To:
31 Warehouse - Ashley Stewart
100 Metro Way
Secaucus, NJ 07094
United States of America

Vendor: 25030
ALLIANCE DIRECT CORP
295 OLYMPIA DRIVE
RIVER EDGE, NJ 07661
United States of America

Bill To:
Corporate Office
100 Metro Way
Secaucus, NJ 07094
United States of America

- This purchase order must appear on:
 - All documents
 - Each individual carton
 - Bill of lading
- Refer to our Routing & Shipping guide for all Urban Brands requirements.
- This purchase order is your agreement to pay any and all charges related to your failure to comply with all requirements listed in the Urban Brands Routing & Shipping Guide.
- Packing slip must be enclosed with all shipments.
- This purchase order is expressly conditional upon the acceptance by vendor of the terms and conditions that appear on the face and reverse side hereof. Production sample must be submitted for approval prior to delivery free of charge.

PO#: 15511

Entry Date-	7/08/10
To Be Received After-	9/02/10
To Be Received Before-	9/02/10

Notes - PT ASHLEYS SHIP FLAT MORGAN 12-24(1222111)

URBAN BRANDS
Order Style: 2150-01
Description: SHIRRED LACE UP SHIRT
CLF Cde: 1
PP Orde: 12

Style Number	Description	CLF Cde	PP Orde	12	14	16	18	20	22	24	26	30	32	34	Total Qty
2150-01	SHIRRED LACE UP SHIRT	Black	1	253	506	506	506	253	253	253					2,530
		White	100	318	636	636	636	318	318	318					3,180
Style Pack Totals:				5,710											5,710
				Cost:											15,000
				Retail:											34,000
				97%CTN 35SPDX											1MU: 61.8 %

Total Qty

Material packs on PO: 253.00
Total Ext Costs: 74,230.00
Total PO Qty: 5,710

Total Ext Retail: 194,140.00
1MU: 61.8 %

2002

URBAN BRANDS

100 Metro Way
 Secaucus, NJ 07094
 201-319-9098 • Fax 201-319-9097

R. ASHLEY STEWART
 EXECUTIVE DIRECTOR

PURCHASE ORDER

ORIGINAL ORDER
 CONFIRMING ORDER

Ship To:
 UBI Ashley Stewart E-Commerce
 100 Metro Way
 Secaucus, NJ 07094
 United States of America

Vendor: 25030
 ALLIANCE DIRECT CORP
 295 OLYMPIA DRIVE
 RIVER EDGE, NJ 07661
 United States of America

Bill To:
 Corporate Office
 100 Metro Way
 Secaucus, NJ 07094
 United States of America

PO#: 15600

Entry Date: 7/12/10
 To Be Received After: 9/06/10
 To Be Received Before: 9/08/10

Notes - PT ASHLEY'S SHIP FLAT HONOR SINGLE SIZE SOLID CLR

Buyer - 203 Juanita Lashley
 Dept - 35 Women shirts P
 Sub Opt - *ALL
 Class - *ALL
 Terms - 10 EOM + 30
 Vendor Style 2150-01
 Description SHIPPED LACE UP SHIRT
 Currency- USD U.S. Dollars

Order Style	Style Number	Description	Clr	Qty	PP	Ordn
	2150-01	SHIPPED LACE UP SHIRT	Black	1		
			White	100		
		Style Pack Totals:		120		
					97%CTR	3XSPDX

Order packs on PO: 4.00 Total Ext Cost: 1,560.00 Tot Ext Retail: 4,080.00 IMU: 61.8 % Total PO Qty: 120

Revised del. 9/14.

2513

- This purchase order must appear on:
 - All documents
 - Each individual carton
 - Bill of lading
- Refer to our **Flouring & Shipping Guide** for all Urban Brands requirements.
- This purchase order is your agreement to pay any and all charges related to your failure to comply with all requirements listed in the Urban Brands **Flouring & Shipping Guide**.
- Packing slip must be enclosed with all shipments.
- This purchase order is expressly conditioned upon the acceptance by vendor of the terms and conditions that appear on the face and reverse side hereof.
- Production sample must be submitted for approval prior to delivery free of charge.