

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

UBI Liquidating Corp., *et al.*<sup>1</sup>,

Debtors.

Case No. 10-13005 (KJC)

Chapter 11

(Jointly Administered)

RE: Docket No. 1787

**ORDER ON MOTION FOR ENTRY OF ORDER ALLOWING FOR  
ADVANCEMENT OF DEFENSE COSTS UNDER THE INSURANCE POLICY**

Upon the Motion of Michael Abate for Entry of an Order Allowing for Advancement of Defense Costs Under The Insurance Policy (the "Motion"), the Court, having considered the Motion and any objections or responses thereto, hereby **ORDERS** as follows:

1. The Motion is **GRANTED** as set forth herein.
2. The proceeds of the National Union Fire Insurance of Pittsburgh, PA (the "Insurer") Directors, Officers, and Company Liability Insurance Policy (the "Policy"), as administered buy American International Group, Inc. ("AIG"), issued to Urban Brands, Inc.

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<sup>1</sup> The Debtor in this case is UBI Liquidating Corp. (3678). On May 18, 2012, the Court entered an order closing the chapter 11 cases of 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 Debtor's corporate office is located at 100 Metro Way, Secaucus, New Jersey 07094.

(“UBI”) are not property of the Debtor’s Estate, and the advancement of the Defense Costs does not violate Sections 362 or 524 of the Bankruptcy Code or any provision of the Plan. To the extent necessary, the Plan injunction, imposed by Section 524 of the Bankruptcy Code, and the automatic stay, imposed by Section 362(a) of the Bankruptcy Code, is hereby lifted with respect to the advancement of Defense Costs (as defined in the Policy) to Michael Abate (the “Insured Party”), as set forth in paragraph 3 below.

3. The Insurer is hereby authorized to advance Defense Costs (as defined in the Policy) to the Insured Party in accordance with the terms of the Policy, including, without limitation, in connection with the following action: *Ethan Shapiro v. Trimaran Capital Partners, Dean Kehler, Michael Abate, and Ronald W. Gaswirth*, Docket No., L-3889-15 (JAT), currently pending in the Superior Court of New Jersey, Hudson County – Law Division.

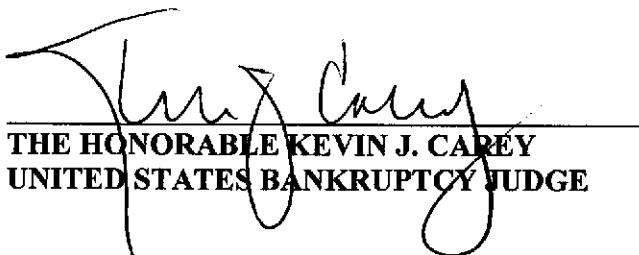
4. The costs incurred on behalf of the Insured Party shall be credited against the Policy as Defense Costs.

5. Nothing contained in this Order is intended to modify or change any of the terms and conditions of the Policy.

6. Until such time as the Court enters a final decree closing this jointly administrated bankruptcy proceeding of the Debtor’s Estate, the Court shall retain jurisdiction with respect to any matters related to or arising from the implementation of this Order.

7. This Order shall become effective immediately upon its entry.

Dated: Feb 22, 2016

  
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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE