

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: Urban Brands, Inc., et al.,¹ <p style="text-align: center;">Debtors.</p>)))))))	Chapter 11 Case No. 10-13005 (KJC) Jointly Administered Re: Docket No. 90
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**ORDER PURSUANT TO SECTIONS 327(a), 328 AND 1107 OF THE BANKRUPTCY
CODE AND RULE 2014 OF THE BANKRUPTCY RULES AUTHORIZING THE
RETENTION OF PRICEWATERHOUSECOOPERS LLP AS FINANCIAL ADVISOR
TO THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE AND GRANTING
RELIEF UNDER LOCAL RULE 2016-2**

Upon consideration of the Application² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an Order pursuant to sections 327(a), 328 and 1107 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2014 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”) authorizing the retention and employment of PricewaterhouseCoopers LLP (“PwC”) as financial advisor to the

¹ The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are Urban Brands, Inc. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), Ashley Stewart Ltd. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), Ashley Stewart Management Co., Inc. (4053), Ashley Stewart Woman Ltd. (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), Urban Acquisition Corporation of New Jersey, Inc. (2976), Urban Acquisition Corporation of New York, Inc. (4103), and Urban Brands TM Holding Co. (5909). The Debtors’ corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Application.

Debtors *nunc pro tunc* to the Petition Date (as defined below) and granting relief under and Rule 2016-2 of the Local Rules of the Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (as amended, the “Local Rules”); and upon consideration of the Mandarino Declaration; and the Court being satisfied that PwC represents no interest adverse to the Debtors in the matters with respect to which PwC is to be employed and that PwC is a “disinterested person” as such term is defined in § 101(14) of the Bankruptcy Code; and notice of the Application being sufficient; and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

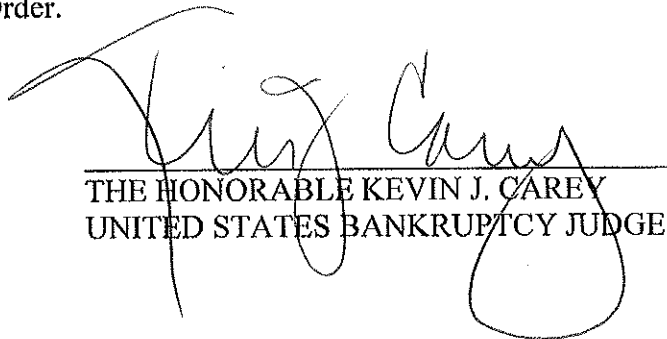
1. The Application is APPROVED.
2. Pursuant to sections 327(a), 328 and 1107 of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2016-2, the Debtors are authorized to employ and retain PwC *nunc pro tunc* to the Petition Date to serve as the Debtors’ financial advisor in these Chapter 11 Cases.
3. PwC shall be compensated in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the applicable Federal Rules of Bankruptcy Procedure, the rules of this Court, and such other procedures as may be fixed by order of this Court.
4. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court or any guidelines regarding submission and approval of fee applications, in light of services to be provided by PwC, and the structure of PwC’s compensation pursuant to the PwC Engagement Letter, PwC and its professionals shall be granted a limited waiver of the information requirements set forth in Local Bankruptcy Rule 2016-2 and shall maintain time records in one-half (1/2) hour increments.

5. The indemnification obligations of the Debtors set forth on page 6 of the Engagement Letter, attached as Exhibit B to the Application, are approved, subject during the pendency of this chapter 11 case to the following:

- a. PwC shall not be entitled to indemnification, contribution or reimbursement pursuant to the Agreement for services, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- b. The Debtors shall have no obligations to indemnify PwC, or provide contribution or reimbursement to PwC, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from PwC's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of PwC's contractual obligations, unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Company, et al., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to PwC's gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by this Court, after notice and a hearing to be a claim or expense for which PwC should not receive indemnity, contribution or reimbursement under the terms of the Agreement as modified by this Order; and
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these Chapter 11 Cases, PwC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, PwC must file an application therefor in this Court, and the Debtors may not pay any such amounts to PwC before the entry of an order by this Court approving such payments. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by PwC for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify PwC. All parties in interest shall retain the right to object to any demand by PwC for indemnification, contribution or reimbursement.
- d. Any limitation of liability or limitation on any amounts to be contributed by the parties to the Engagement Letter under the terms of the Engagement Letter shall be eliminated.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: October 13, 2010
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE