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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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In re:

URBAN BRANDS, INC., et al.

Debtors.

Case No. 10-13005 (KJC)

Chapter 11

(Jointly Administered)

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**LEASE CURE OBJECTION OF
COHEN/JEMAL PARTNERSHIP, LLC**

Cohen/Jemal Partnership, LLC (“CJP”), by its attorneys, Charles E. Boulbol, P.C., as and for its objection to the lease cure amount asserted by Debtor, Urban Brands, Inc. (“Debtor”), in its Notice of Executory Contracts and Unexpired Leases Which May Be Assumed and Assigned, Pursuant to Section 365 of The Bankruptcy Code, in Connection with the Sale of Substantially All of the Debtor’s Assets and the Proposed Cure Amounts with Respect Thereto, dated September 29, 2010, respectfully avers as follows:

1. CJP is Debtor’s landlord pursuant to the terms of a lease of non-residential real property dated November 30, 1994 between Morris Cohen and Joseph Jemal, CJP’s predecessor-in-interest as Landlord, and Ashley Grand Concourse, Inc., as Tenant, as amended by Amendment of Lease dated January 1, 1995 between Morris Cohen and Joseph Jemal, as Landlord, and Ashley Grand Concourse, Inc., as Tenant, and assigned to ASNY 1, Inc. by

Assignment and Assumption Agreement dated April 30, 1996 and further assigned to Large Apparel of New York, Inc. by Assignment and Assumption Agreement dated January 29, 2000 and Lease Extension and Amendment Agreement dated November 17, 2009 between Cohen/Jemal Partnership, LLC, as Landlord and Large Apparel of New York, Inc., as Tenant, (collectively, the “Lease”) for the ground floor store premises (no basement) including partial mezzanine, located at 2450 Grand Concourse, Bronx, New York 10458 (the “Subject Premises”) in the building known as and located at 2450-2458 Grand Concourse, Bronx, New York 10458 (the “Building”).

2. Pursuant to the terms of the Lease, Debtor’s financial obligations under the Lease include the payment of: (i) regular installments of Fixed Rent (Lease, ¶ 1); (ii) additional rent for Real Estate Taxes (Lease, ¶ 48); (iii) water charges (Lease, ¶ 28); (iv) violations (Lease, ¶ 19) and, (v) late fees (Lease, ¶ 59). A copy of the Lease is attached as Exhibit A.

3. Pursuant to Schedule 1.1(d) to Debtor’s Notice of Executory Contracts and Unexpired Leases Which May Be Assumed and Assigned, Pursuant to Section 365 of The Bankruptcy Code, in Connection with the Sale of Substantially All of the Debtor’s Assets and the Proposed Cure Amounts with Respect Thereto, dated September 29, 2010 (the “Notice”), Debtor claims that the proposed “Pre-Petition Cure Amount” due under the Lease is \$24,889.00.

4. Attached hereto as Exhibit B is a Monthly Statement Details by Lease showing that the unpaid amount of rent and additional rent due on or before September 21, 2010 (the “Petition Date”) is \$65,767.71 (the “Pre-Petition Arrears”).

5. The total amount of unpaid rent and additional rent currently due to CJP under the Lease therefore is \$65,767.71 (the “Cure Amount”).

6. The Cure Amount represents the amount currently due and owing to CJP under the Lease. In addition, CJP reserves the right to amend the Cure Amount as rent and additional rent accrues.

7. Notwithstanding the foregoing, in order to assume the Lease, the Debtor remains liable for, and must satisfy in connection therewith: (a) pre-petition and post-petition rent and other charges due under the Leases; (b) Debtor's obligations under §365(d)(3) of the Bankruptcy Code; (c) any accrued but unbilled obligations of Debtor under the Lease; (d) any non-monetary defaults, and (e) adequate assurance of future performance, none of which are waived and the right to assert any such claims are expressly reserved.

8. CJP objects to any assumption of the Lease without Debtor's provision of adequate assurance of future performance in accordance with §365 of the Bankruptcy Code. The Debtors have failed to provide such adequate assurances as of the date hereof.

WHEREFORE, CJP respectfully requests that this Court enter an Order requiring Debtor to pay the Cure Amount of \$65,767.71, in connection with any proposed assumption of the Lease as set forth herein, subject to the further accrual or imposition of additional amounts of rent and additional rent as provided in the Lease, together with such other and further relief as this Court deems just and proper under the circumstances.

Dated: New York, New York
October 18, 2010

CHARLES E. BOULBOL, P.C.

By: _____
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