

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

In re:

URBAN BRANDS, INC., et al.,

Debtors.

Chapter 11

Case No. 10-13005 (KJC)

Joint Administration

Objection Deadline: October 19, 2010 at 4:00 p.m.

Hearing Date: October 27, 2010 at 11:00 a.m.

Related to Docket No. 104

**OBJECTION OF CULVER CENTER PARTNERS GEORGIA, LLC AND CULVER
CENTER PARTNERS GEORGIA - WEST #1 LLC, AS SUCCESSOR-IN-INTEREST TO
DBSI, INC., AS SUCCESSOR-IN-INTEREST TO HENDON OLD NATIONAL, LLC TO
DEBTORS' MOTION ESTABLISHING CERTAIN NOTICE PROCEDURES
FOR DETERMINING CURE AMOUNT FOR
EXECUTORY CONTRACTS AND LEASES TO BE ASSIGNED**

Culver Center Partners Georgia, LLC and Culver Center Partners Georgia - West #1 LLC, as successor-in-interest to DBSI, Inc., as successor-in-interest to Hendon Old National, LLC ("Landlord"), by its undersigned counsel, hereby submits this objection to the Debtors' proposed cure amount ("Cure Objection") with respect to the assumption and assignment of that certain unexpired non-residential lease for the premises located at Old National Town Center, College Park, Fulton County, Georgia, Store No. 366 ("Old National Lease"). In support of the Cure Objection, Landlord hereby states as follows:

1. On or about September 22, 2010, the Debtors filed the *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*

Amount 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, and on September 30, 2010, the Debtors filed the Corrected 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 Debtors' Assets and the Proposed Cure Amounts with Respect Thereto which lists on Exhibit A thereto the Debtors' proposed cure amount for the Old National Lease.

2. Landlord objects to the Debtors' proposed cure amount of \$7,471.00 for the Old National Lease. According to Landlord's books and records the amount due and outstanding for rent and charges due and owing for the Old National Lease is \$10,389.11 consisting of unpaid prepetition rent and charges through September 1, 2010.

3. Landlord reserves the right to seek recovery of accruing rent, charges, attorneys' fees and other pecuniary losses¹ that may become due and owing pursuant to the Old National Lease and, if necessary, to amend this Cure Objection to reflect such additional amounts.

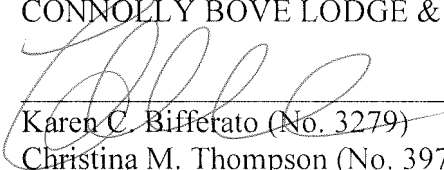
WHEREFORE Landlord respectfully requests that the Court enter an order requiring the Debtors to pay the Landlord's cure amount as stated herein, plus any additional amounts or pecuniary losses that hereafter accrue (including reasonable attorneys' fees) in connection with

¹ The Debtors are required, pursuant to Section 365(b)(1) of the Bankruptcy Code, to cure all outstanding defaults under the Golden East Lease prior to its assumption. In conjunction with this duty, the Debtors must compensate Landlord for any actual pecuniary loss, including the payment of attorneys' fees. See 11 U.S.C. §365(b)(1)(B). Attorneys' fees are compensable. See e.g., LJC Corp. v. Boyle, 768 F.2d 1489, 1494-6 (D.C. Cir. 1985); Andrew v. KMR Corp., 17 B.R. 438, 439 (Bankr.9th Cir.1982); In re BAB Enterprises, Inc., 100 B.R. 982 (Bankr.W.D.Tenn.1989); In re Westview 74th St. Drug Corp., 59 B.R. 747, 753-4 (Bankr.S.D.N.Y.1986); In re Ribs of Greenwich Vill., Inc., 57 B.R. 319, 321 (Bankr.S.D.N.Y. 1986).

the assumption by the Debtors of the Old National Lease and granting such other and further relief as the Court deems equitable and just.

Dated: October 19, 2010

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