EXHIBIT III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
UBI Liqudiating Corp., et al.,[1]	)	**Case No. 10-13005 (KJC)**
	)	
Debtors.	)	**Jointly Administered**
	)	**Re: Docket No. __**

ORDER, PURSUANT TO SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 2002, 6004 AND 6006, APPROVING THE REJECTION OF LEASE BY AND BETWEEN SLAUSON & CRENSHAW ASSOCIATES, AS LANDLORD AND LARGE APPAREL OF CALIFORNIA, INC., AS TENANT REGARDING STORE NO. 320

Pursuant to the *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; (D) Approving Guidelines for Conducting Store Closing Sales; (E) Approving Agency Agreement; and (F) Extending the Deadline to Assume or Reject Unexpired*

[1] The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (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), 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 Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the "Sale Order"); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice[2] in accordance with the terms of the Sale Order in respect of the lease by and between Slauson & Crenshaw Associates, as landlord and Large Apparel of California, Inc., as tenant regarding store number 320 (along with any subleases relating thereto, the "Lease"); and no timely objections have been filed to the rejection of such Lease; and due and proper notice of the Sale Order and Rejection Notice having been provided, and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor,

NOW, IT IS HEREBY ORDERED THAT:

1. The rejection of the Lease is hereby approved.

2. The Debtors hereby abandon any personal property remaining on the leased premises, including, but not limited to, the items identified on Exhibit I to the Rejection Notice. On or after the date the Lease is rejected, the landlord may dispose of all property remaining on the leased premises, including without limitation any abandoned property, without liability to any party. The right of the landlord to file a claim against the Debtors related to the disposal of any property remaining on the leased premises, including without limitation any abandoned personal property, is fully preserved.

3. If the affected landlord or counterparty or any other party in interest subject to this Order (the "Rejection Claimant") asserts a claim or claims against the Debtors arising from the rejection of the Lease herein or the abandonment of any personal property on the leased

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Order.

premises, such Rejection Claimant shall submit a proof of claim to Urban Brands Claims Processing Center, c/o BMC Group, Inc., P.O. Box. 3020, Chanhassen, Minnesota 55317-3020 on or before the later of (i) the date that is 30 days after the entry of an order of this Court approving the rejection of the Lease, or (ii) the bar date established by this Court for filing proofs of claim against the Debtors. If a Rejection Claimant does not timely file such proof of claim, such claimant shall be forever barred from asserting a claim for such rejection damages.

4. The Debtors are authorized to take any action necessary to implement the terms of this Order and the rejection without further order from this Court.

5. The rejection of the Lease shall be effective on the later of (i) ten (10) days from the date the applicable Rejection Notice is served on the affected counterparty or landlord (notwithstanding any extension of the deadline for filing an objection to the Rejection Notice pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedure), or (ii) the date that the Debtors vacate the premises by notifying the affected landlord in writing of the Debtors' unequivocal surrender of the premises and turning over keys or "key codes" to the affected landlord, unless otherwise ordered by the Court.

6. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Dated: _____, 2010
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE