

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , ¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 153, dated June 24, 1997, by and between Large Apparel of Maryland, Inc. and Iverson Mall Limited Partnership for the property at 3821 Branch Avenue, Hillcrest Heights, Maryland (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”)), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

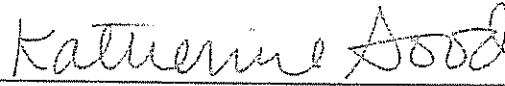
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,



Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Paul N. Heath (No. 3704)
L. Katherine Good (No. 5101)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
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*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
 - Uprights
 - Shelves
 - Low Runs
 - Bins
 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
 - Graphics and Interior Signage
 - TV/VCR – TV/DVD
 - Displays
 - Locking Cases
 - Shopping Carts/Baskets
 - Light Boxes
 - Wheelchairs
 - Window Shades
 - Gift Registry Desk/Kiosk
 - Light Fixtures
 - Other fixtures
 - Sensormatic units
- Back Room (includes all hardware for fixture assembly)
 - Stockroom Shelving
 - Stockroom Uprights
 - Pallet Racking
 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

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844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

Cooley LLP
1114 Avenue of Americas
New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Hersheopf, Esq.

Ballard Spahr LLP
919 N. Market Street
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Wilmington, Delaware 19801-3034
Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

Curtis, Mallet-Prevost, Colt & Mosle LP
101 Park Avenue
New York, New York 10178
Attn: Steven J. Reisman, Esq.

Ashby & Geddes, P.A.
500 Delaware Avenue, P.O. Box 1150
Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating 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
IVERSON MALL LIMITED PARTNERSHIP, AS LANDLORD AND LARGE
APPAREL OF MARYLAND, INC., AS TENANT REGARDING STORE NO. 153**

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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between Iverson Mall Limited Partnership, as landlord and Large Apparel of Maryland, Inc., as tenant regarding store number 153 (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

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

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., et al.,¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 199, dated February 1999, by and between Large Apparel of California, Inc. and Beta Partnership, Inc. for the property at 1601-7 East 103rd Street, Los Angeles, California (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”)), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,

Katherine Good

Mark D. Collins (No. 2981)

Michael J. Merchant (No. 3854)

Paul N. Heath (No. 3704)

L. Katherine Good (No. 5101)

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Wilmington, Delaware 19801

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*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT 1

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
 - Uprights
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 - Low Runs
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 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
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 - TV/VCR – TV/DVD
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 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

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Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.

Ballard Spahr LLP
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Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

Curtis, Mallet-Prevost, Colt & Mosle LP
101 Park Avenue
New York, New York 10178
Attn: Steven J. Reisman, Esq.

Ashby & Geddes, P.A.
500 Delaware Avenue, P.O. Box 1150
Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , 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
BETA PARTNERSHIP, INC., AS LANDLORD AND LARGE APPAREL
OF CALIFORNIA, INC., AS TENANT REGARDING STORE NO. 199**

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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between Beta Partnership, Inc., as landlord and Large Apparel of California, Inc., as tenant regarding store number 199 (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

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , ¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 238, dated December 1, 1998, by and between Large Apparel of California, Inc. and Pasadena Commerical Development for the property at 643 North Fair Oaks, Pasadena, California (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”)), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

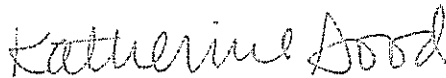
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,



Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Paul N. Heath (No. 3704)
L. Katherine Good (No. 5101)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
 - Uprights
 - Shelves
 - Low Runs
 - Bins
 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
 - Graphics and Interior Signage
 - TV/VCR – TV/DVD
 - Displays
 - Locking Cases
 - Shopping Carts/Baskets
 - Light Boxes
 - Wheelchairs
 - Window Shades
 - Gift Registry Desk/Kiosk
 - Light Fixtures
 - Other fixtures
 - Sensormatic units
- Back Room (includes all hardware for fixture assembly)
 - Stockroom Shelving
 - Stockroom Uprights
 - Pallet Racking
 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

Cooley LLP
1114 Avenue of Americas
New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.

Ballard Spahr LLP
919 N. Market Street
12th Floor
Wilmington, Delaware 19801-3034
Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

Curtis, Mallet-Prevost, Colt & Mosle LP
101 Park Avenue
New York, New York 10178
Attn: Steven J. Reisman, Esq.

Ashby & Geddes, P.A.
500 Delaware Avenue, P.O. Box 1150
Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , 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
ND 6006, APPROVING THE REJECTION OF LEASE BY AND BETWEEN
PASADENA COMMERCIAL DEVELOPMENT, AS LANDLORD AND LARGE
APPAREL OF CALIFORNIA, INC., AS TENANT REGARDING STORE NO. 238**

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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between Pasadena Commercial Development, as landlord and Large Apparel of California, Inc., as tenant regarding store number 238 (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

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

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , ¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 287, dated March 30, 2006, by and between Large Apparel of Florida, Inc. and RS Properties, Inc. for the property at 9501 Arlington Expressway, Space #838, Jacksonville, Florida (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”)), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

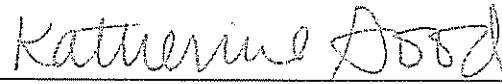
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,



Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Paul N. Heath (No. 3704)
L. Katherine Good (No. 5101)
RICHARDS, LAYTON & FINGER, P.A.
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Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
 - Uprights
 - Shelves
 - Low Runs
 - Bins
 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
 - Graphics and Interior Signage
 - TV/VCR – TV/DVD
 - Displays
 - Locking Cases
 - Shopping Carts/Baskets
 - Light Boxes
 - Wheelchairs
 - Window Shades
 - Gift Registry Desk/Kiosk
 - Light Fixtures
 - Other fixtures
 - Sensormatic units
- Back Room (includes all hardware for fixture assembly)
 - Stockroom Shelving
 - Stockroom Uprights
 - Pallet Racking
 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
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Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

Office of the United States Trustee for the District of Delaware
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Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

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1114 Avenue of Americas
New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Hersheopf, Esq.

Ballard Spahr LLP
919 N. Market Street
12th Floor
Wilmington, Delaware 19801-3034
Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

Curtis, Mallet-Prevost, Colt & Mosle LP
101 Park Avenue
New York, New York 10178
Attn: Steven J. Reisman, Esq.

Ashby & Geddes, P.A.
500 Delaware Avenue, P.O. Box 1150
Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , 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 RS PROPERTIES, INC., AS LANDLORD AND
LARGE APPAREL OF FLORIDA, INC., AS TENANT REGARDING STORE NO. 287**

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), ASMC 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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between RS Properties, Inc., as landlord and Large Apparel of Florida, Inc., as tenant regarding store number 287 (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

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , ¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 320, dated July 29, 2002, by and between Large Apparel of California, Inc. and Slauson & Crenshaw Associates for the property at 3218 Slauson Avenue, Unit 5, Los Angeles, California (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”)), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

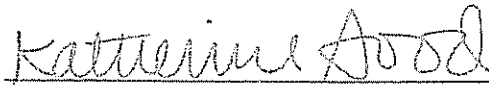
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,

A handwritten signature in cursive script, reading "Katherine Good", written over a horizontal line.

Mark D. Collins (No. 2981)

Michael J. Merchant (No. 3854)

Paul N. Heath (No. 3704)

L. Katherine Good (No. 5101)

RICHARDS, LAYTON & FINGER, P.A.

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920 North King Street

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*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
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 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
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 - Window Shades
 - Gift Registry Desk/Kiosk
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 - Stockroom Uprights
 - Pallet Racking
 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

Cooley LLP
1114 Avenue of Americas
New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.

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Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

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Attn: Steven J. Reisman, Esq.

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Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , 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 Notice² 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

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , ¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 342, dated May 1, 2002, by and between Large Apparel of Virginia, Inc. and BFML Associates Ltd. Partnership for the property at 7110 Midlothian Turnpike, Richmond, Virginia (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”)), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

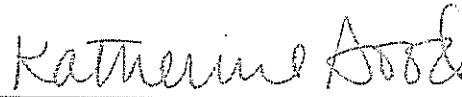
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Katherine Good", written over a horizontal line.

Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Paul N. Heath (No. 3704)
L. Katherine Good (No. 5101)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
 - Uprights
 - Shelves
 - Low Runs
 - Bins
 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
 - Graphics and Interior Signage
 - TV/VCR – TV/DVD
 - Displays
 - Locking Cases
 - Shopping Carts/Baskets
 - Light Boxes
 - Wheelchairs
 - Window Shades
 - Gift Registry Desk/Kiosk
 - Light Fixtures
 - Other fixtures
 - Sensormatic units
- Back Room (includes all hardware for fixture assembly)
 - Stockroom Shelving
 - Stockroom Uprights
 - Pallet Racking
 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

Cooley LLP
1114 Avenue of Americas
New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.

Ballard Spahr LLP
919 N. Market Street
12th Floor
Wilmington, Delaware 19801-3034
Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

Curtis, Mallet-Prevost, Colt & Mosle LP
101 Park Avenue
New York, New York 10178
Attn: Steven J. Reisman, Esq.

Ashby & Geddes, P.A.
500 Delaware Avenue, P.O. Box 1150
Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , 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
BFML ASSOCIATES LTD. PARTNERSHIP, AS LANDLORD AND LARGE
APPAREL OF VIRGINIA, INC. AS TENANT REGARDING STORE NO. 342**

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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between BFML Associates Ltd. Partnership, as landlord and Large Apparel of Virginia, Inc. as tenant regarding store number 342 (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

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , ¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 368, dated March 15, 2006, by and between Large Apparel of Ohio, Inc. and EM Columbus II, LLC for the property at 2740 B Eastland Mall, Space C-11, Columbus, Ohio (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

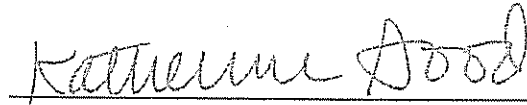
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,

A handwritten signature in cursive script, reading "Katherine Good", written in dark ink. The signature is positioned above a horizontal line.

Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Paul N. Heath (No. 3704)
L. Katherine Good (No. 5101)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
 - Uprights
 - Shelves
 - Low Runs
 - Bins
 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
 - Graphics and Interior Signage
 - TV/VCR – TV/DVD
 - Displays
 - Locking Cases
 - Shopping Carts/Baskets
 - Light Boxes
 - Wheelchairs
 - Window Shades
 - Gift Registry Desk/Kiosk
 - Light Fixtures
 - Other fixtures
 - Sensormatic units
- Back Room (includes all hardware for fixture assembly)
 - Stockroom Shelving
 - Stockroom Uprights
 - Pallet Racking
 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
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Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

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Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

Cooley LLP
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New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.

Ballard Spahr LLP
919 N. Market Street
12th Floor
Wilmington, Delaware 19801-3034
Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

Curtis, Mallet-Prevost, Colt & Mosle LP
101 Park Avenue
New York, New York 10178
Attn: Steven J. Reisman, Esq.

Ashby & Geddes, P.A.
500 Delaware Avenue, P.O. Box 1150
Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

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

In re:	)	Chapter 11
	)	
UBI Liquidating 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 EM COLUMBUS II, LLC, AS LANDLORD AND
LARGE APPAREL OF OHIO, INC., AS TENANT REGARDING STORE NO. 368**

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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between EM Columbus II, LLC, as landlord and Large Apparel of Ohio, Inc., as tenant regarding store number 368 (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

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

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., et al., ¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 375, dated October 17, 2005, by and between Large Apparel of Virginia, Inc. and North Park Associates, LP - Simon for the property at 10101 Brook Road, Suite 124, Glen Allen, Virginia (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”)), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

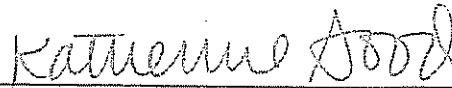
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Katherine Good", is written over a horizontal line.

Mark D. Collins (No. 2981)

Michael J. Merchant (No. 3854)

Paul N. Heath (No. 3704)

L. Katherine Good (No. 5101)

RICHARDS, LAYTON & FINGER, P.A.

One Rodney Square

920 North King Street

Wilmington, Delaware 19801

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Facsimile: (302) 651-7701

*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
 - Uprights
 - Shelves
 - Low Runs
 - Bins
 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
 - Graphics and Interior Signage
 - TV/VCR – TV/DVD
 - Displays
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 - Stockroom Shelving
 - Stockroom Uprights
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 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

Cooley LLP
1114 Avenue of Americas
New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.

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Counsel to New Ashley Stewart, LLC

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101 Park Avenue
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Attn: Steven J. Reisman, Esq.

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Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , 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
NORTH PARK ASSOCIATES, LP - SIMON, AS LANDLORD AND LARGE
APPAREL OF VIRGINIA, INC., AS TENANT REGARDING STORE NO. 375**

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), ASMC 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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between North Park Associates, LP - Simon, as landlord and Large Apparel of Virginia, Inc., as tenant regarding store number 375 (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

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

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , ¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 376, dated May 20, 2005, by and between Large Apparel of Florida, Inc. and Somerock University Mall Owner, LLC - General Growth Properties for the property at 2200 E. Fowler Avenue, Space 341, Tampa, Florida (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Lease shall be deemed effective on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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, provided, however, that if the objection is filed and served by a party other than the affected

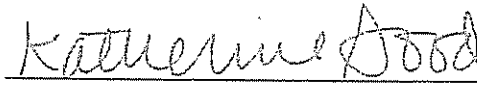
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without prior approval of the Court.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,

A handwritten signature in cursive script, reading "Katherine Good", written over a horizontal line.

Mark D. Collins (No. 2981)

Michael J. Merchant (No. 3854)

Paul N. Heath (No. 3704)

L. Katherine Good (No. 5101)

RICHARDS, LAYTON & FINGER, P A.

One Rodney Square

920 North King Street

Wilmington, Delaware 19801

Telephone: (302) 651-7700

Facsimile: (302) 651-7701

*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
 - Uprights
 - Shelves
 - Low Runs
 - Bins
 - Cash Wraps, cash wrap accessories, and other point of sale systems
 - Freestanding Fixtures
 - Plexi Accessories and Signholders
 - Hooks and Wire Accessories
 - Graphics and Interior Signage
 - TV/VCR – TV/DVD
 - Displays
 - Locking Cases
 - Shopping Carts/Baskets
 - Light Boxes
 - Wheelchairs
 - Window Shades
 - Gift Registry Desk/Kiosk
 - Light Fixtures
 - Other fixtures
 - Sensormatic units
- Back Room (includes all hardware for fixture assembly)
 - Stockroom Shelving
 - Stockroom Uprights
 - Pallet Racking
 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207
Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

Cooley LLP
1114 Avenue of Americas
New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.

Ballard Spahr LLP
919 N. Market Street
12th Floor
Wilmington, Delaware 19801-3034
Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

Curtis, Mallet-Prevost, Colt & Mosle LP
101 Park Avenue
New York, New York 10178
Attn: Steven J. Reisman, Esq.

Ashby & Geddes, P.A.
500 Delaware Avenue, P.O. Box 1150
Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

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

In re:	)	Chapter 11
	)	
UBI Liquidating 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 SOMEROCK UNIVERSITY MALL OWNER, LLC - GENERAL
GROWTH PROPERTIES, AS LANDLORD AND LARGE APPAREL
OF FLORIDA, INC., AS TENANT REGARDING STORE NO. 376**

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)

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.

Approving Agency Agreement; and (F) Extending the Deadline to Assume or Reject Unexpired 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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between Somerock University Mall Owner, LLC - General Growth Properties, as landlord and Large Apparel of Florida, Inc., as tenant regarding store number 376 (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

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

rejection of the Lease herein or the abandonment of any personal property on the leased 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

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

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., et al.,¹	)	Case No. 10-13005 (KJC)
	)	
Debtors.	)	Jointly Administered
	)	
	)	Objection Deadline: November 29, 2010 at 4:00 p.m. (ET)
	)	Hearing Date: Only if Objections Filed

**NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT**

Re: Lease for Store Number 398, dated February 2, 2006, by and between Large Apparel of Texas, Inc. and Macerich Valley View LP for the property at 13331 Preston Road, #398, Dallas, Texas (the "Lease")

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered 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*

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.

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Order”), which, inter alia, approved certain procedures (the “Rejection Procedures”) for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this “Notice of Rejection of Unexpired Lease or Executory Contract” (the “Notice”) of their intent to reject the above-referenced Lease. Pursuant to the terms of the Order, the Lease shall be deemed rejected effective (the “Effective Date of Rejection”) on the later of (i) the date that is ten (10) days from the date this Notice is served (notwithstanding any extension of the objection deadline beyond such date pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”)), 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, provided, however, that in the event of an objection by a party other than an affected counterparty or landlord, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, the Debtors intend to abandon any personal property remaining in or on the property that is the subject of the above-referenced Lease, including, but not limited to, the personal property described in the schedule attached hereto as Exhibit I. Pursuant to the terms of the Order, on or after the Effective Date of Rejection, the landlord may dispose of all property remaining on the leased premises without further notice or order from this Court and without liability to any party for such disposal.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery on the parties identified on Exhibit II no later than ten (10) days after the date that the Debtors served this Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if no objection is filed and served in accordance with the above procedures, the Debtors will file with the Court a certificate of no objection with the proposed form of order, attached hereto as Exhibit III, which provides, inter alia, that (i) the rejection of such Lease shall become 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 objection deadline beyond such date pursuant to Bankruptcy Rule 9006) 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.

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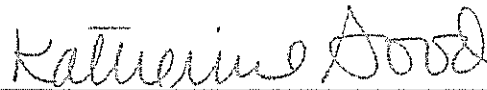
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PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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 the Court approving the rejection of the Lease or (ii) the bar date established for filing proofs of claim against the Debtors in the above-captioned chapter 11 cases. If you do not properly and timely file such proof of claim, you shall be forever barred from asserting any claims for such rejection damages.

Dated: November 19, 2010
Wilmington, Delaware

Respectfully submitted,



Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Paul N. Heath (No. 3704)
L. Katherine Good (No. 5101)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

*Attorneys for the Debtors and
Debtors in Possession*

EXHIBIT I

Miscellaneous furniture, fixtures, equipment which may be abandoned, including, but not limited to, some or all of the following items:

- Sales Floor
 - Flooring
 - Millwork/Metal Fixturing (includes all hardware for fixture assembly)
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 - Cash Wraps, cash wrap accessories, and other point of sale systems
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 - Gift Registry Desk/Kiosk
 - Light Fixtures
 - Other fixtures
 - Sensormatic units
- Back Room (includes all hardware for fixture assembly)
 - Stockroom Shelving
 - Stockroom Uprights
 - Pallet Racking
 - Material Handling Equipment
 - Ladders
 - Office Furniture
 - Lockers
 - Janitorial Equipment
 - Music Hardware
 - Breakroom Equipment
 - Store Supplies
- Exterior
 - Lettersets/Signs
 - Pylon Panels
 - Monuments
 - Cart Corral
- Bathroom
 - Baby Changing Station
 - Safe Sitter

EXHIBIT II

[Parties Required to be Served with Objections to Rejection Notice]

Counsel to the Debtors

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins, Esq. and Michael J. Merchant, Esq.

United States Trustee

Office of the United States Trustee for the District of Delaware
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Lockbox 35
Wilmington, Delaware 19801
Attn: David Buchbinder, Esq.

Counsel to the Official Committee of Unsecured Creditors

Cooley LLP
1114 Avenue of Americas
New York, New York 10036
Attn: Lawrence Gottlieb, Esq. and Cathy Herschopf, Esq.

Ballard Spahr LLP
919 N. Market Street
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Wilmington, Delaware 19801-3034
Attn: Leslie C. Heilman, Esq.

Counsel to New Ashley Stewart, LLC

Curtis, Mallet-Prevost, Colt & Mosle LP
101 Park Avenue
New York, New York 10178
Attn: Steven J. Reisman, Esq.

Ashby & Geddes, P.A.
500 Delaware Avenue, P.O. Box 1150
Wilmington, Delaware 19899
Attn: William Bowden, Esq.

Additional Parties

1. The counterparties or landlords, and their counsel (if known), affected by the Rejection Notice and any parties to any subleases.
2. Any other interested parties with respect to the Lease.
3. Any party known to have an interest in property which the Debtors have identified in the Rejection Notice as property to be abandoned pursuant to section 554 of the Bankruptcy Code.

EXHIBIT III

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

In re:	)	Chapter 11
	)	
UBI Liquidating 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 MACERICH VALLEY VIEW LP, AS LANDLORD
AND LARGE APPAREL OF TEXAS, INC., AS TENANT REGARDING STORE NO. 398**

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 Notice² in accordance with the terms of the Sale Order in respect of the lease by and between Macerich Valley View LP, as landlord and Large Apparel of Texas, Inc., as tenant regarding store number 398 (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