

## **EXHIBIT J**

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

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

**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*

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<sup>1</sup> 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

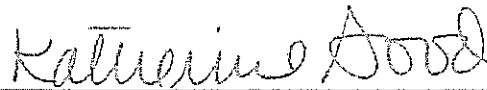
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

**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,



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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  
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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 Herschopf, Esq.

Ballard Spahr LLP  
919 N. Market Street  
12<sup>th</sup> 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**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>UBI Liquidating Corp., et al.,<sup>1</sup></b>	)	<b>Case No. 10-13005 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Re: Docket No. ____</b>

**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*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> 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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT K**

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

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

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

Re: Lease for Store Number 402, dated May 30, 2006, by and between Marianne USPR, Inc. and The Boulevard Mall for the property at 3528 South Maryland Parkway, Suite 390, Las Vegas, Nevada (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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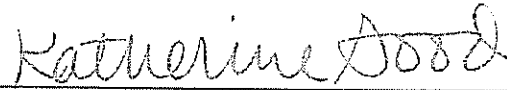
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**PLEASE TAKE FURTHER NOTICE** that, pursuant to the terms of the Order, should you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Lease, or the abandonment of the above-described personal property, you must 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,



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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:

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  - 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  
12<sup>th</sup> 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> , <sup>1</sup>	)	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 THE BOULEVARD MALL, AS LANDLORD  
AND MARIANNE USPR, INC., AS TENANT REGARDING STORE NO. 402**

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*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between The Boulevard Mall, as landlord and Marianne USPR, Inc., as tenant regarding store number 402 (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 premises, such Rejection Claimant shall submit a proof of claim to Urban Brands Claims

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

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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT L**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , <sup>1</sup>	)	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 412, dated October 11, 2006, by and between Large Apparel of Florida, Inc. and Central Plaza CRP, LLC for the property at 3295 Central Avenue, St. Petersburg, 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*

---

<sup>1</sup> 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



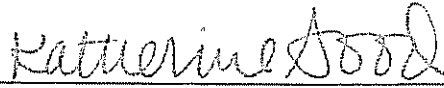
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

**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

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 Herschopf, Esq.

Ballard Spahr LLP  
919 N. Market Street  
12<sup>th</sup> 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**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>UBI Liquidating Corp., et al.,<sup>1</sup></b>	)	<b>Case No. 10-13005 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Re: Docket No. ____</b>

**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 CENTRAL PLAZA CRP, LLC, AS LANDLORD AND  
LARGE APPAREL OF FLORIDA, INC., AS TENANT REGARDING STORE NO. 412**

*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*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.



*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between Central Plaza CRP, LLC, as landlord and Large Apparel of Florida, Inc., as tenant regarding store number 412 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT M**

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

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., <u>et al.</u> , <sup>1</sup>	)	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 416, dated October 5, 2006, by and between Large Apparel of New Jersey, Inc. and GP-Burlington, LLC for the property at 2501 Burlington Mt. Holly Road, Burlington, New Jersey (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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<sup>1</sup> 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

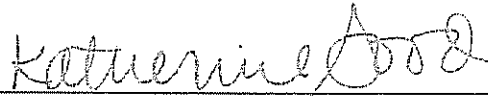
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

**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  
12<sup>th</sup> 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**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>UBI Liquidating Corp., et al.,<sup>1</sup></b>	)	<b>Case No. 10-13005 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Re: Docket No. __</b>

**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 GP-BURLINGTON, LLC, AS LANDLORD AND LARGE  
APPAREL OF NEW JERSEY, INC., AS TENANT REGARDING STORE NO. 416**

*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*

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between GP-Burlington, LLC, as landlord and Large Apparel of New Jersey, Inc., as tenant regarding store number 416 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE



## **EXHIBIT N**

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

In re:	)	Chapter 11
	)	
UBI Liquidating Corp., et al., <sup>1</sup>	)	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 419, dated October 26, 2006, by and between Large Apparel of Florida, Inc. and Century III Mall, LP for the property at 3075 Clairton Road, Suite #818, West Mifflin, Pennsylvania (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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<sup>1</sup> 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.

*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
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    - 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
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  - Displays
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- Back Room (includes all hardware for fixture assembly)
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  - 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  
12<sup>th</sup> Floor  
Wilmington, Delaware 19801-3034  
Attn: Leslie C. Heilman, Esq.

**Counsel to New Ashley Stewart, LLC**

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101 Park Avenue  
New York, New York 10178  
Attn: Steven J. Reisman, Esq.

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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> , <sup>1</sup>	)	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 CENTURY III MALL, LP, AS LANDLORD AND  
LARGE APPAREL OF FLORIDA, INC., AS TENANT REGARDING STORE NO. 419**

*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*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between Century III Mall, LP, as landlord and Large Apparel of Florida, Inc., as tenant regarding store number 419 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT O**

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

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

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

Re: Lease for Store Number 423, dated September 13, 2006, by and between Large Apparel of South Carolina, Inc. and Westgate Mall II, LLC for the property at 205 W. Blackstock Road, Spartanburg, South Carolina (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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<sup>1</sup> 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

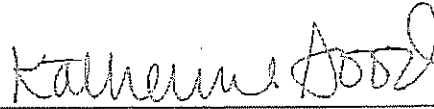
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

**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  
12<sup>th</sup> 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**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>UBI Liquidating Corp., <u>et al.</u>,<sup>1</sup></b>	)	<b>Case No. 10-13005 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Re: Docket No. ____</b>

**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  
WESTGATE MALL II, LLC, AS LANDLORD AND LARGE APPAREL  
OF SOUTH CAROLINA, INC., AS TENANT REGARDING STORE NO. 423**

*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*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between Westgate Mall II, LLC, as landlord and Large Apparel of South Carolina, Inc., as tenant regarding store number 423 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT P**

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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

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

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

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

Re: Lease for Store Number 424, dated August 31, 2006, by and between Large Apparel of Louisiana, Inc. and Weingarten Realty Investors for the property at 3007 Gertsner Memorial Drive, Lake Charles, Louisiana (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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<sup>1</sup> 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

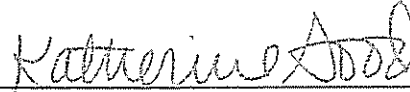
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

**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  
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  
12<sup>th</sup> 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**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>UBI Liquidating Corp., et al.,<sup>1</sup></b>	)	<b>Case No. 10-13005 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Re: Docket No. ____</b>

**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  
WEINGARTEN REALTY INVESTORS, AS LANDLORD AND LARGE  
APPAREL OF LOUISIANA, INC., AS TENANT REGARDING STORE NO. 424**

*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*

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between Weingarten Realty Investors, as landlord and Large Apparel of Louisiana, Inc., as tenant regarding store number 424 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT Q**

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

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

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

Re: Lease for Store Number 428, dated September 28, 2006, by and between Large Apparel of Ohio, Inc. and Town Centers Ltd. for the property at 4291 West Third Street, Dayton, 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*

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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.

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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.

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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  
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*Attorneys for the Debtors and  
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**EXHIBIT I**

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    - 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
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  - 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  
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Attn: David Buchbinder, Esq.

**Counsel to the Official Committee of Unsecured Creditors**

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New York, New York 10036  
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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**

<b>In re:</b>	)	<b>Chapter 11</b>
	)	
<b>UBI Liquidating Corp., et al.,<sup>1</sup></b>	)	<b>Case No. 10-13005 (KJC)</b>
	)	
<b>Debtors.</b>	)	<b>Jointly Administered</b>
	)	<b>Re: Docket No. ____</b>

**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 TOWN CENTERS LTD., AS LANDLORD AND  
LARGE APPAREL OF OHIO, INC., AS TENANT REGARDING STORE NO. 428**

*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*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between Town Centers Ltd., as landlord and Large Apparel of Ohio, Inc., as tenant regarding store number 428 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT R**

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

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

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

Re: Lease for Store Number 447, dated January 3, 2008, by and between Large Apparel of Illinois, Inc. and DCR Management LLC for the property at 6940 S. Ashland Avenue, Chicago, Illinois (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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<sup>1</sup> 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.

*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 1. 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

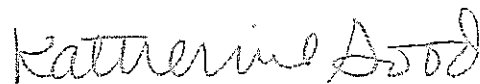
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

**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,



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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 Herschopf, Esq.

Ballard Spahr LLP  
919 N. Market Street  
12<sup>th</sup> 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> , <sup>1</sup>	)	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 DCR MANAGEMENT LLC, AS LANDLORD AND  
LARGE APPAREL OF ILLINOIS, INC., AS TENANT REGARDING STORE NO. 447**

*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*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between DCR Management LLC, as landlord and Large Apparel of Illinois, Inc., as tenant regarding store number 447 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT S**



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

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

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

Re: Lease for Store Number 450, dated March 15, 2006, by and between Marianne USPR, Inc. and Almeda-Rowlett Retail, LP for the property at 10013 Almeda Genoa Road, Houston, 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*

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<sup>1</sup> 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

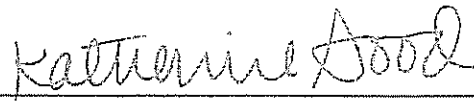
counterparty or landlord then the rejection of the affected Lease shall be deemed effective on such date as is ordered by the Court.

**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.

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Dated: November 19, 2010  
Wilmington, Delaware

Respectfully submitted,

A handwritten signature in cursive script, reading "Katherine Good". The signature is written in dark ink and 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  
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 Herschopf, Esq.

Ballard Spahr LLP  
919 N. Market Street  
12<sup>th</sup> 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> , <sup>1</sup>	)	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 ALMEDA-ROWLETT RETAIL, LP, AS LANDLORD  
AND MARIANNE USPR, INC., AS TENANT REGARDING STORE NO. 450**

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

---

<sup>1</sup> The Debtors in these cases, along with the last four digits of the federal tax identification number for each of the Debtors, are UBI Liquidating Corp. (3678), 100% Girls Ltd. (4150), 100% Girls of Georgia, Inc. (4159), 100% Girls of New York, Inc. (2149), 100 Percent Girls of New Jersey, Inc. (4167), A.S. Interactive, Inc. (3472), ASL Liquidating Corp. (4541), Ashley Stewart Apparel Corporation (4049), Ashley Stewart Clothing Company, Inc. (4051), ASMCI Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between Almeda-Rowlett Retail, LP, as landlord and Marianne USPR, Inc., as tenant regarding store number 450 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

## **EXHIBIT T**

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

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

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

Re: Lease for Store Number 452, dated June 19, 2006, by and between Marianne USPR, Inc. and MSKP Orlando Square, LLC for the property at 1700 W. Sand Lake Road, Space D114, Orlando, 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*

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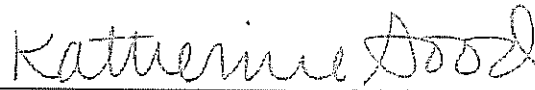
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Dated: November 19, 2010  
Wilmington, Delaware

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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*Attorneys for the Debtors and  
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**EXHIBIT II**

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

**Counsel to the Debtors**

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Wilmington, Delaware 19801  
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Curtis, Mallet-Prevost, Colt & Mosle L.P.  
101 Park Avenue  
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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> , <sup>1</sup>	)	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 MSKP ORLANDO SQUARE, LLC, AS LANDLORD  
AND MARIANNE USPR, INC., AS TENANT REGARDING STORE NO. 452**

*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*

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<sup>1</sup> 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), ASMC1 Liquidating Corp. (4053), ASWL Liquidating Corp. (4152), ASIL 6, Inc. (3996), ASNJ 10, Inc. (4004), Carraizo Alto Apparel Corporation (4651), Church Street Retail, Inc. (5954), Kid Spot Ltd. (2585), Kidspot of Delaware, Inc. (2596), Kidspot of Illinois, Inc. (2606), Kidspot of Michigan, Inc. (2603), Kidspot of New Jersey, Inc. (2601), Kidspot of Ohio, Inc. (4705), Kidspot of Pennsylvania, Inc. (2599), Kidspot of Texas, Inc. (3809), Large Apparel of Alabama, Inc. (0624), Large Apparel of California, Inc. (2129), Large Apparel of Connecticut, Inc. (5161), Large Apparel of District of Columbia, Inc. (8613), Large Apparel of Florida, Inc. (2209), Large Apparel of Georgia, Inc. (3894), Large Apparel of Illinois, Inc. (4650), Large Apparel of Indiana, Inc. (4055), Large Apparel of Louisiana, Inc. (3790), Large Apparel of Maryland, Inc. (5158), Large Apparel of Michigan, Inc. (9420), Large Apparel of Mississippi, Inc. (5913), Large Apparel of Missouri, Inc. (2135), Large Apparel of New Jersey, Inc. (5157), Large Apparel of New York, Inc. (5956), Large Apparel of North Carolina, Inc. (8611), Large Apparel of Ohio, Inc. (3815), Large Apparel of Pennsylvania, Inc. (4057), Large Apparel of South Carolina, Inc. (2029), Large Apparel of Tennessee, Inc. (3895), Large Apparel of Texas, Inc. (3787), Large Apparel of Virginia, Inc. (2809), Large Apparel of Wisconsin, Inc. (3898), Marianne Ltd. (3940), Marianne USPR, Inc. (2193), Marianne VI, Inc. (2206), Metro Apparel of Kentucky, Inc. (7533), Metro Apparel of Massachusetts, Inc. (1367), The Essence of Body & Soul, Ltd. (4165), UACONJI Liquidating Corp. (2976), UACONYI Liquidating Corp. (4103), and UBTHC Liquidating Corp. (5909). The Debtors' corporate offices are located at 100 Metro Way, Secaucus, New Jersey 07094.

*Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtor having properly filed and served a Rejection Notice<sup>2</sup> in accordance with the terms of the Sale Order in respect of the lease by and between MSKP Orlando Square, LLC, as landlord and Marianne USPR, Inc., as tenant regarding store number 452 (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

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<sup>2</sup> 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

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THE HONORABLE KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE