IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
UBI Liquidating Corp., et al.,[1]	)	**Case No. 10-13005 (KJC)**
	)	
Debtors.	)	**Jointly Administered**
	)	
	)	**Objection Deadline: January 24, 2011 at 4:00 p.m. (ET)**
	)	**Hearing Date: Only if Objections Filed**

NOTICE OF ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASE OR EXECUTORY CONTRACT

Re: Lease for Store Number 140, dated September 10, 1996, by and between Large Apparel of Michigan, Inc. and Seven Grand Associates, Ltd. for the property at 25481 Grand River Avenue, Redford Oaks, MI 48240 (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*

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

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 Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the "Order").

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Order, the Debtors hereby provide this "Notice of Assumption and Assignment of Unexpired Lease or Executory Contract" (the "Notice") of their intent to assume and assign the above-referenced Lease. The Debtors intend to assume and assign the Lease to New Ashley Stewart Inc. (the "Assignee"). The Assignee has the financial wherewithal to meet all future obligations under the Lease, as evidenced by the documentation previously provided, thereby demonstrating that it has the ability to comply with the requirements of adequate assurance of future performance under section 365(f) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") including, without limitation, section 365(f)(2)(B) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code. Contact details for the Assignee's counsel are as follows: Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178 (Attn: Steven J. Reisman, Esq. and Timothy A. Barnes, Esq.).

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' assumption and assignment of the above-referenced Lease, you must file and serve a written objection so that such objection is filed with the Court and served via overnight delivery no later than ten (10) days after the date that the Debtors served this Notice (the "Assumption Objection Deadline") on the following parties: (i) counsel to the Debtors, Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801 (Attn: Mark D. Collins, Esq.); (ii) the 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.); (iii) counsel to the Official Committee of Unsecured Creditors, (a) Cooley LLP, 1114 Avenue of Americas, New York, New York 10036 (Attn: Lawrence Gottlieb, Esq. and Cathy Hershcopf, Esq.) and (b) Ballard Spahr LLP, 919 N. Market Street, 12th Floor, Wilmington, Delaware 19801-3034 (Attn: Leslie C. Heilman, Esq.); (iv) counsel to the Assignee, (a) Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178 (Attn: Steven J. Reisman, Esq. and Timothy A. Barnes, Esq.) and (b) Ashby & Geddes, P.A., 500 Delaware Avenue, P.O. Box 1150, Wilmington, Delaware 19899 (Attn: William Bowden, Esq.); (v) the counterparties or landlords and their counsel (if known) to the Lease; and (vi) any other interested parties with respect to the Lease.

PLEASE TAKE FURTHER NOTICE that, cure amounts under section 365(b) of the Bankruptcy Code were or shall be established pursuant to paragraph 15 and paragraph 40 of the Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if a timely objection is properly filed and served in accordance with the procedures set forth above, and the Debtors, the Assignee and the objecting party cannot consensually resolve the issue(s) raised in the objection, a hearing will be scheduled to consider that objection. If the objection is overruled by the Court or withdrawn, the assumption and assignment of the Lease shall be deemed effective as of the date of the Assumption Order (as defined below).

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 (the "Assumption Order"), attached hereto as Annex I, that provides, inter alia, (i) that the assumption and assignment of the

Lease is approved, final and effective as of the date of entry of the Assumption Order; (ii) the Assignee provided adequate assurance of future performance under the Lease; and (iii) the cure amount pursuant to section 365(f)(2)(B) and, if applicable, section 365(b)(3), was or shall be established pursuant to paragraph 15 and paragraph 40 of the Sale Order.

Dated: January 14, 2010
Wilmington, Delaware

Respectfully submitted,

Mark D. Collins (No. 2981)
Michael J. Merchant (No. 3854)
Paul N. Heath (No. 3704)
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