IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
UBI Liqudiating Corp., et al.,[1]	)	**Case No. 10-13005 (KJC)**
	)	
Debtors.	)	**Jointly Administered**
	)	
	)	**Objection Deadline: March 7, 2011 at 4:00 p.m. (ET)**
	)	**Hearing Date: Only if Objections Filed**

NOTICE OF REJECTION OF UNEXPIRED
LEASE OR EXECUTORY CONTRACT

Re: Contract by and between Urban Brands, Inc. and Oracle USA, Inc. for Database Software - Maintenance and Support (the "Contract").

PLEASE TAKE NOTICE that on October 27, 2010 the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered the *Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Establishing Assumption and Rejection Procedures for Certain*

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

Additional Executory Contracts and Unexpired Leases; (D) Approving Guidelines for Conducting Store Closing Sales; (E) Approving Agency Agreement; and (F) Extending the Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the "Order"), which, inter alia, approved certain procedures (the "Rejection Procedures") for the rejection of executory contracts and unexpired leases of nonresidential real property.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Rejection Procedures, the Debtors hereby provide this "Notice of Rejection of Unexpired Lease or Executory Contract" (the "Notice") of their intent to reject the above-referenced Contract. Pursuant to the terms of the Order, the Contract shall be deemed rejected effective (the "Effective Date of Rejection") on 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")), provided, however, that in the event of an objection by a party other than an affected counterparty, such date as is ordered by the Court.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtors' rejection of the above-referenced Contract, 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 I 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 II, which provides, inter alia, that the rejection of such Contract shall become effective ten (10)

days from the date the applicable Rejection Notice is served on the affected counterparty (notwithstanding any extension of the objection deadline beyond such date pursuant to Bankruptcy Rule 9006).

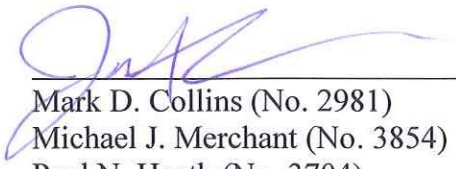
PLEASE TAKE FURTHER NOTICE that, if an objection is properly filed and timely served in accordance with the above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider such objection. If that objection is overruled by the Court or withdrawn, the rejection of the Contract shall be deemed effective on 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), provided, however, that if the objection is filed and served by a party other than the affected counterparty then the rejection of the affected Contract 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 the counterparty pursuant to a security deposit or otherwise, the counterparty 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 Contract, 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 Contract 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: February 23, 2011
Wilmington, Delaware

Respectfully submitted,



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