

EXHIBIT C

**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)
)	
)	Jointly Administered
Debtors.)	
)	Re: Docket No. 857__

**ORDER, PURSUANT TO SECTIONS 105, 363 AND 365 OF THE BANKRUPTCY
CODE AND BANKRUPTCY RULES 2002, 6004 AND 6006, APPROVING THE
ASSUMPTION AND ASSIGNMENT OF LEASE BETWEEN LARGE APPAREL
OF NEW YORK, INC. AND CENTRAL HARLEM PARTNERSHIP PLZ, LLC
TO NEW ASHLEY STEWART INC.**

Pursuant to the Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (C) Establishing Assumption and Rejection Procedures for Certain Additional Executory Contracts and Unexpired Leases; (D) Approving Guidelines for Conducting Store Closing Sales; (E) Approving Agency Agreement; and (F) Extending the Deadline to Assume or Reject Unexpired

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

Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4) [Docket No. 434] (the “Sale Order”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having properly filed and served a Notice of Assumption and Assignment of Unexpired Lease or Executory Contract (the “Assignment Notice”)² in accordance with the terms of the Sale Order in respect of the assignment to New Ashley Stewart Inc. (the “Assignee”) of the lease for Store Number 247, dated May 7, 1999, by and between Large Apparel of New York, Inc. and Central Harlem Partnership Plz, LLC (the “Lease”) ~~to New Ashley Stewart Inc. (the “Landlord”)~~, as amended by that certain letter agreement dated February 9, 2011 by and between the Landlord and the Assignee (the “Lease”); and no timely objections have been filed to the assumption and assignment of the Lease; and due and proper notice of the Sale Order and the Assignment 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 assignment and assumption of the Lease is hereby approved.
2. The Debtors are authorized to assume and assign the Lease to the Assignee free and clear of all liens, claims and interests of any kind or nature, pursuant to sections 105(a), 363(f) and 365 of the Bankruptcy Code.
3. All objections with regard to the relief sought herein, if any, that have not been withdrawn, waived, or settled, are overruled on the merits.

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Assignment Notice.

4. Upon entry of this Order, the Assignee shall assume those obligations under the Lease accruing, relating, attributable or billed to the period after the date of entry of this Order with respect to the Lease.

5. Upon the assignment to the Assignee, the Lease shall be deemed valid and binding, in full force and effect in accordance with its terms, subject to the provisions of this Order and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any further liability thereunder, including for any breach of the Lease.

6. To the extent that any of the Debtors acts as a guarantor to the Lease (a "Debtor-Guarantor"), the Debtor-Guarantor shall have no obligations with respect to the Lease after the date of entry of this Order.

7. The cure amounts under section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Lease were ~~or shall be established~~ pursuant to paragraph 15 and paragraph 40 of the Sale Order and in paragraph 2 of the letter agreement dated February 9, 2011 by and between the Landlord and the Assignee.

8. The landlords and any governmental agency shall accept and honor the assignment of the Lease to the Assignee.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Lease shall be transferred to the Assignee, upon the date of entry of this Order, and in each case shall be free and clear of (i) all liens and (ii) any and all claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, demands, guaranties of or by the Debtors, debts, obligations, rights, contractual commitments, restrictions, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (including, without

limitation, claims and encumbrances (A) that purport to give to any party a right or option to effect any forfeiture, modification, recapture, or termination of the interest of any Debtor or Assignees, as the case may be, in the Leases or (B) in respect of any taxes (collectively, “Claims”).

10. The assignment of the Lease to the Assignee shall constitute a legal, valid, and effective transfer of the Lease and vests or shall vest the Assignee with all right, title, and interest to the applicable Lease free and clear of all Claims and liens (and any liens shall attach to the proceeds in the same order and priority and subject to all existing defenses, claims, setoffs and rights).

11. To the extent that any provisions in any assumption and assignment agreement conflict with this Order, the provisions of this Order shall govern.

12. The 14-day stay required of any assignment of the Lease pursuant to Bankruptcy Rule 6006(d) is hereby waived.

13. The Debtors are authorized to take any action or to execute and deliver to the Assignee any documents or other instruments as may be necessary to implement the terms of this Order and the assignment contemplated herein without further order from this Court.

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

Dated: _____, 2011
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	2/24/2011 11:59:05 AM
Comparison Time	10.22 seconds
compareDocs version	v3.4.2.19

Sources	
Original Document	[#3812714] [v1] UBI - Order re: Assumption and Assignmnt of Lease Store No. 247, New York, NY.doc
Modified Document	W:\JZS\UBI - Assumption Order for Lease Store No 247 New York.DOC

Comparison Statistics	
Insertions	6
Deletions	2
Changes	1
Moves	2
TOTAL CHANGES	11

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthor
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Track Changes
Character Level	Word	False
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Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate

Document View	Word	Print
Remove Personal Information	Word	False