




UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK (MANHATTAN)		PROOF OF CLAIM	 YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID s268
In re: Jennifer Convertibles, Inc.		Case Number: 10-13779	Amount/Classification \$9,255.50 Unsecured
NOTE: See Reverse for List of Debtors/Case Numbers/ important details. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below. If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again. THIS SPACE IS FOR COURT USE ONLY
Name of Creditor and Address: the person or other entity to whom the debtor owes money or property			
 25239790002330 SESAC, INC, R/ 55 MUSIC SQUARE EAST NASHVILLE, TN 37203		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED OCT 04 2010 BMC GROUP </div>	
Creditor Telephone Number 800-826-9996			
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Claim Number (if known): _____ Filed on: _____	
Payment Telephone Number ()			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>895.65</u> <small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim qualifies as an administrative expense under 11 U.S.C. § 503(b)(9), complete item 6.</small> <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			
2. BASIS FOR CLAIM: <u>Music license fees</u>		(See instructions #2 and #3a on reverse side.)	3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <u>1004</u> 3a. Debtor may have scheduled account as: _____
4. SECURED CLAIM (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____ Secured Claim Amount: \$ _____ DO NOT include the priority portion of your claim here. Unsecured Claim Amount: \$ _____ Amount of arrearage and other charges as of time case filed included in secured claim, _____			
5. PRIORITY CLAIM <input type="checkbox"/> Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <small>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small> Unsecured Priority Claim Amount: \$ _____ Include ONLY the priority portion of your unsecured claim here.			
6. AMOUNT OF CLAIM THAT QUALIFIES AS AN ADMINISTRATIVE EXPENSE UNDER 11 U.S.C. § 503(b)(9): \$ _____ <small>See instruction #6 on reverse side</small>			
7. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
8. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See instruction 8 and definition of "redacted" on reverse side.) If the documents are not available, please explain. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.			
The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on October 25, 2010 for Non-Governmental Claimants OR on or before 5:00 pm, prevailing Eastern Time on January 18, 2011 for Governmental Units BY MAIL TO: BMC Group, Inc Attn: Jennifer Convertibles Claims Processing PO-Box 3020 Chanhassen, MN 55317-3020		THIS SPACE FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;"> Jennifer Convertibles  00175 </div>	
DATE <u>9-28-10</u>	SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>David Derybenz</u> - Director, Licensing Administration		

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

<p>Court, Name of Debtor, and Case Number: Fill in the name of the federal judicial district where the bankruptcy case was filed (for example Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Debtor Name</td> <td style="width: 50%;">Case No</td> </tr> <tr> <td>See attached sheet</td> <td></td> </tr> </table> <p>Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p>1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.</p> <p>2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold; money loaned, services performed, personal injury/wrongful death, car loan; mortgage note, and credit card.</p> <p>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.</p> <p>3a. Debtor May Have Scheduled Account As: Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.</p> <p>4. Secured Claim: Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.</p>	Debtor Name	Case No	See attached sheet		<p>5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): State the value of any goods received by the debtor within 20 days before the date of commencement for which the goods have been sold to the debtor in the ordinary course of the debtor's business.</p> <p>7. Credits: An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.</p> <p>8. Supporting Documents: Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.</p> <p>Date and Signature: The person filing this proof of claim <u>must</u> sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.</p> <p>Date-Stamped Copy Return claim form and attachments, if any. If you wish to receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the front of this form.</p> <p><i>Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.</i></p> <p>Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."</p>
Debtor Name	Case No				
See attached sheet					

DEFINITIONS

DEBTOR
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR
A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

CLAIM
A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

PROOF OF CLAIM
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of this page

SECURED CLAIM Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors.

The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED NONPRIORITY CLAIM
If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

UNSECURED PRIORITY CLAIM Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other

INFORMATION

document showing that the lien has been filed or recorded.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com

SESAC Inc.
 55 Music Square East
 Nashville, TN 37203-4362
 (615) 320-0055

Page 1

Jennifer Convertible
 417 Crossways Park Dr
 Woodbury, NY 11797-2061

Account: 47-31-01004
 Facility: 64756
 Date: 8-30-10
 Period Fee: \$9,255.50
 Annual Fee: \$18,511.00

SESAC Music License Fee Account

	<u>Trans.</u>	<u>Post</u>	<u>Transaction</u>	<u>Ref. No.</u>	<u>Amount</u>	<u>Balance</u>
	<u>Date</u>	<u>Date</u>				
1.	2-01-97	6-19-97	Invoice	1191915	20,968.75	20,968.75
2.	9-29-97	9-29-97	Adjustment	1191915	10,446.75CR	10,522.00
3.	6-19-97	6-19-97	Payment	5685	8,986.24CR	1,535.76
4.	6-19-97	6-19-97	Payment	6689	1,535.76CR	.00
5.	8-01-97	8-01-97	Late Charge		156.70	156.70
6.	9-09-97	9-09-97	Adjustment		156.70CR	.00
7.	9-01-97	9-01-97	Late Charge		156.70	156.70
8.	9-09-97	9-09-97	Adjustment		156.70CR	.00
9.	7-01-97	12-08-97	Invoice	1250313	10,466.00	10,466.00
10.	1-20-98	1-20-98	Payment	7201	1,555.76CR	8,910.24
11.	12-08-97	12-08-97	Payment	6935	8,910.24CR	.00
12.	1-01-98	12-15-97	Invoice	1265347	9,344.00	9,344.00
13.	6-04-98	6-04-98	Adjustment	1265347	.75CR	9,343.25
14.	4-06-98	4-06-98	Payment	9046	1,535.76CR	7,807.49
15.	1-20-98	1-20-98	Payment	7201	7,788.24CR	19.25
16.	2-10-98	2-10-98	Credit Memo	122051	19.25CR	.00
17.	2-01-98	2-01-98	Late Charge		23.34	23.34
18.	4-02-98	4-02-98	Adjustment		23.34CR	.00
19.	3-01-98	3-01-98	Late Charge		23.05	23.05
20.	4-02-98	4-02-98	Adjustment		23.05CR	.00
21.	4-01-98	4-01-98	Late Charge		23.05	23.05
22.	4-02-98	4-02-98	Adjustment		23.05CR	.00
23.	5-01-98	5-01-98	Late Charge		.01	.01
24.	6-04-98	6-04-98	Adjustment		.01CR	.00
25.	6-01-98	6-01-98	Late Charge		.01	.01
26.	6-04-98	6-04-98	Adjustment		.01CR	.00
27.	7-01-98	6-15-98	Invoice	1337878	9,344.00	9,344.00
28.	7-21-98	7-21-98	Payment	261274	9,344.00CR	.00
29.	1-01-99	12-15-98	Invoice	1421022	10,465.00	10,465.00
30.	1-22-99	1-22-99	Payment	262681	10,465.00CR	.00
31.	7-01-99	6-15-99	Invoice	1495118	10,465.00	10,465.00
32.	7-27-99	7-27-99	Payment	264013	10,465.00CR	.00
33.	1-01-00	12-15-99	Invoice	1571379	10,706.50	10,706.50
34.	1-13-00	1-13-00	Payment	265249	10,706.50CR	.00
35.	7-01-00	6-15-00	Invoice	1642217	10,706.50	10,706.50
36.	8-07-00	8-08-00	Payment	266819	10,706.50CR	.00
37.	1-01-01	12-15-00	Invoice	1716754	12,765.00	12,765.00
38.	3-08-01	3-08-01	Payment	270191	12,765.00CR	.00
39.	3-01-01	3-01-01	Late Charge		191.48	191.48
40.	3-13-01	3-13-01	Adjustment		191.48CR	.00

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Page 2

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Account: 47-31-01004
 Facility: 64756
 Date: 8-30-10
 Period Fee: \$9,255.50
 Annual Fee: \$18,511.00

SESAC Music License Fee Account

	<u>Trans.</u>	<u>Post</u>	<u>Transaction</u>	<u>Ref. No.</u>	<u>Amount</u>	<u>Balance</u>
	<u>Date</u>	<u>Date</u>				
41.	7-01-01	6-15-01	Invoice	1782541	12,765.00	12,765.00
42.	8-13-01	8-14-01	Payment	273474	12,765.00CR	.00
43.	1-01-02	12-14-01	Invoice	1851749	13,042.50	13,042.50
44.	1-29-02	1-30-02	Payment	276582	13,042.50CR	.00
45.	7-01-02	6-14-02	Invoice	1926839	13,042.50	13,042.50
46.	8-05-02	8-06-02	Payment	279812	13,042.50CR	.00
47.	8-01-02	8-01-02	Late Charge		195.64	195.64
48.	8-22-02	8-22-02	Adjustment		195.64CR	.00
49.	1-01-03	12-13-02	Invoice	2002682	13,320.00	13,320.00
50.	1-30-03	1-31-03	Payment	4052	13,320.00CR	.00
51.	7-01-03	6-13-03	Invoice	2069915	13,320.00	13,320.00
52.	7-28-03	7-29-03	Payment	8969	13,320.00CR	.00
53.	1-01-04	12-14-03	Invoice	2146908	13,597.50	13,597.50
54.	12-22-03	12-22-03	Credit Memo	217010	13,597.50CR	.00
55.	1-01-04	12-22-03	Invoice	2149397	11,833.50	11,833.50
56.	1-12-04	1-13-04	Payment	24852	11,833.50CR	.00
57.	7-01-04	6-15-04	Invoice	2217287	11,833.50	11,833.50
58.	7-22-04	7-22-04	Payment	18491	11,833.50CR	.00
59.	1-01-05	12-15-04	Invoice	2301744	11,628.00	11,628.00
60.	3-09-05	3-09-05	Credit Memo	250047	11,628.00CR	.00
61.	2-15-05	2-15-05	Late Charge		174.42	174.42
62.	3-09-05	3-09-05	Adjustment		174.42CR	.00
63.	1-01-05	3-09-05	Invoice	2328239	11,096.00	11,096.00
64.	3-14-05	3-15-05	Payment	24984	11,096.00CR	.00
65.	7-01-05	6-15-05	Invoice	2371087	11,096.00	11,096.00
66.	7-22-05	7-22-05	Payment	92006	11,096.00CR	.00
67.	1-01-06	12-15-05	Invoice	2458217	10,812.00	10,812.00
68.	1-17-06	1-17-06	Payment	33736	10,732.50CR	79.50
69.	1-04-06	1-04-06	Credit Memo	267379	79.50CR	.00
70.	7-01-06	6-15-06	Invoice	2527855	10,732.50	10,732.50
71.	7-18-06	7-18-06	Payment	38713	10,732.50CR	.00
72.	1-01-07	12-14-06	Invoice	2624458	10,545.50	10,545.50
73.	1-29-07	1-29-07	Payment	857217	10,545.50CR	.00
74.	7-01-07	6-15-07	Invoice	2696588	10,545.50	10,545.50
75.	7-19-07	7-19-07	Payment	8077	10,545.50CR	.00
76.	1-01-08	12-14-07	Invoice	2784110	10,187.00	10,187.00
77.	1-30-08	1-30-08	Payment	922477	10,187.00CR	.00
78.	7-01-08	6-13-08	Invoice	2853788	10,187.00	10,187.00
79.	7-18-08	7-18-08	Payment	56829	10,187.00CR	.00
80.	1-01-09	12-12-08	Invoice	2943835	10,120.50	10,120.50

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 Facility: 64756
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SESAC Music License Fee Account

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	<u>Date</u>	<u>Date</u>				
81.	3-10-09	3-10-09	Payment	62870	10,120.50CR	.00
82.	2-12-09	2-12-09	Late Charge		151.81	151.81
83.	3-23-09	3-23-09	Adjustment		151.81CR	.00
84.	7-01-09	6-15-09	Invoice	3013751	10,120.50	10,120.50
85.	8-11-09	8-11-09	Payment	66943	10,120.50CR	.00
86.	1-01-10	12-15-09	Invoice	3112717	9,255.50	9,255.50
87.	2-26-10	2-26-10	Payment	71775	9,255.50CR	.00
88.	2-11-10	2-11-10	Late Charge		138.83	138.83
89.	3-22-10	3-22-10	Adjustment		138.83CR	.00
90.	7-01-10	6-15-10	Invoice	3180604	9,255.50	9,255.50
91.	8-13-10	8-13-10	Late Charge		138.83	9,394.33

Total Due
\$9,394.33

License Fees are due in advance of the billing period. Please remit promptly.

FILE
62756

SESAC PERFORMANCE LICENSE

Agreement made on Monday, June 02, 1997, by and between:

SESAC, Inc. ("SESAC") 421 West 54th Street (Address) New York, NY 10019 (City, State, ZIP)
and
Jennifer Convertible ("LICENSEE")
419 Crossway Pk. Dr. (Address)
Woodbury, NY 11797 (City, State, ZIP)
(Legal Name of Owner)

A Corporation/Partnership/Sole Proprietorship (circle one)

Tel 516-390-4000 Fax

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of **February 1, 1997**, (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or "recorded" non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the operation of:

Name: **SEE SCHEDULE "B"** Location: **SEE SCHEDULE "B"**
(the "Premises").

This right and license is subject to the limitations set forth at Paragraph 2 herein below. As used herein, "recorded" means performances originating on the Premises by phonorecord and/or audio or audio/visual tapes and discs, and the reception of audio broadcast transmissions on the Premises by means of television or radio receivers or loudspeakers.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

- A. the right to perform, broadcast, televise or otherwise transmit the compositions to any location other than the Premises (unless and to the extent otherwise expressly permitted in Schedule "A");
- B. the right to grant the Rights to any third party;
- C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);
- D. performances of the Compositions (i) which are part of a background music service originating from any location including the Premises, regardless of the means by which such performances are transmitted on or to the Premises, (ii) by coin-operated phonorecord players ("jukeboxes"), and/or (iii) transmitted by computer on-line services or electronic bulletin boards and received on the Premises.

3. TERM OF LICENSE:

A. The term of the Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of two (2) years (the "Initial Period"). Thereafter, the Initial Term shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any year of any Renewal Period(s) upon giving written notice to other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term".

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon written notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

47-31-1004

4. LICENSE FEE

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC an annual "License Fee" in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, then LICENSEE shall be responsible for paying such amounts to SESAC.

D. The License Fee for each year of the Term may be adjusted by an amount equivalent to the percent of the adjustment, if any, in the Consumer Price Index-All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, from October to October of each year of the Term.

5. MISCELLANEOUS

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

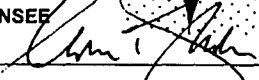
B. SESAC shall have the right to prohibit, upon written notice to LICENSEE, the performance of any of the Compositions by LICENSEE in the event that a claim has been made or an action instituted alleging that SESAC does not have the right to license the Rights granted to LICENSEE herein.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement. LICENSEE shall notify SESAC in writing within thirty (30) days of any change of ownership or control of the Premises.

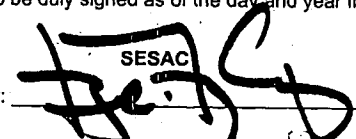
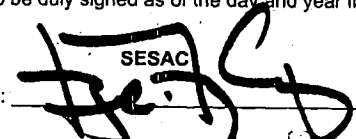
D. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to Agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Premises. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding continuing or succeeding breach of the same, or any other provision of this Agreement.

E. All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if mailed to the other party by registered or certified United States mail.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of the day and year first written above.

LICENSEE
By: 
EDWARD R. SEINER
(Type or print name)

TITLE: Exec. V.P.


By: 
TITLE: Managing Account Executive

Jennifer Convertibles Showroom List

JENNIFER CONVERTIBLES				ACCOUNT NUMBER 47-31-1004		
LIST OF LOCATIONS - REPORTING YEAR JANUARY 1, 2008						
Name	Store Type	Address	City	State	Zip	Comments
1	AIB	Jennifer Convertibles	7000 East Mayo Blvd	Phoenix	AZ	85054
2	AT	Jennifer Convertibles	1320 West Elliot Road Ste. #107	Tempe	AZ	85284
3	AW	Jennifer Convertibles	16879 North 75th Avenue	Peoria	AZ	85382
4	BAY	Jennifer Convertibles	2092 Barlow Avenue	Bronx	NY	10475
5	BBC	Jennifer Convertibles	15 Cambridge Street	Burlington	MA	01803
6	BC	Jennifer Convertibles	1757 Broadway	New York	NY	10019
7	BP	Jennifer Convertibles	1770 Boston Post Road	Milford	CT	06460
8	BSC	Jennifer Convertibles	186 Broadway	Saugus	MA	01906
9	BWR	Jennifer Convertibles	1524 VFW Parkway, Route 1	West Roxbury	MA	02132
10	CAB	Jennifer Convertibles	1 Porter Square	Cambridge	MA	02140
11	CB	Jennifer Convertibles	1000 East Imperial Highway, Ste A3	Brea	CA	92821
12	CCC	Jennifer Convertibles	5905 Sepulveda Blvd.	Culver City	CA	90230
13	CCI	Jennifer Convertibles	17394 E Colima Road	Rowland Heights	CA	91745
14	CD	Jennifer Convertibles	6698 Amador Plaza Road	Dublin	CA	94568
15	CFM	Jennifer Convertibles	565 Grand Avenue	San Marcos	CA	92069
16	CG	Jennifer Convertibles	114 N Brand Boulevard	Glendale	CA	91203
17	CLH	Jennifer Convertibles	24315 Avenida De La Carlotta	Laguna Hills	CA	92653
18	CLT	Jennifer Convertibles	18477 Ventura Blvd	Tarzana	CA	91356
19	CMC	Jennifer Convertibles	9177 B Central Avenue	Montclair	CA	91763
20	CMR	Jennifer Convertibles	7950 Miramar Road	San Diego	CA	92126
21	CP	Jennifer Convertibles	168D Glen Cove Road	Carle Place	NY	11514
22	CR	Jennifer Convertibles	3650 Rosecrans Street	San Diego	CA	92110
23	CRP	Jennifer Convertibles	5673 Redwood Drive	Rohnert Park	CA	94928
24	CS	Jennifer Convertibles	3550 Stevens Creek Blvd., #130	San Jose	CA	95117
25	CSJ	Jennifer Convertibles	944 B Blossom Hill Road	San Jose	CA	95123
26	CSM	Jennifer Convertibles	1745 S El Camino Real	San Mateo	CA	94402
27	CT	Jennifer Convertibles	19510 Hawthorne Blvd.	Torrance	CA	90503
28	CTO	Jennifer Convertibles	125 N. Moorpark Road	Thousand Oaks	CA	91360
29	CTU	Jennifer Convertibles	2836 El Camino Real, #2836	Tustin	CA	92780
30	CU	Jennifer Convertibles	383 University Avenue	Palo-Alto	CA	94301
31	CVN	Jennifer Convertibles	1900 Van Ness Avenue	San Francisco	CA	94109
32	CWH	Jennifer Convertibles	8751 Beverly Boulevard	West Hollywood	CA	90048
33	DAN	Jennifer Convertibles	15 Backkus Avenue Danbury Square	Danbury	CT	06813
34	DB	Jennifer Convertibles	116 South Woodward Avenue	Birmingham	MI	48009
35	DR	Jennifer Convertibles	32467 Gratiot Avenue	Roseville	MI	48066
36	DU	Jennifer Convertibles	13291 Hall Road	Utica	MI	48315
37	EB/JEB	Jennifer Convertibles	285-291 Route 18 South	East Brunswick	NJ	08816
38	EH	Jennifer Convertibles	375 County Road # 39	Southampton	NY	11968
39	FB	Jennifer Convertibles	2980 N Federal Highway	Boca Raton	FL	33431
40	FF	Jennifer Convertibles	1681A Broad Hollow Road	Farmingdale	NY	11735
41	FFL	Jennifer Convertibles	3058 North Federal Highway	Ft Lauderdale	FL	33306
42	FL	Jennifer Convertibles	4542 North University Drive	Lauderhill	FL	33351
43	FN	Jennifer Convertibles	1861 NE 163rd Street	North Miami Beach	FL	33162
44	FPP	Jennifer Convertibles	10181 Pines Boulevard	Pembroke Pines	FL	33026

*Jennifer Convertibles
47-31-01004-R*

Jennifer Convertibles Showroom List

	Name	Store Type	Address	City	State	Zip	Comments
45	FSC	Jennifer Convertibles	153 East 57th St	New York	NY	10022	
46	GB	Jennifer Convertibles	2140 Peachtree Road, Ste. 230	Atlanta	GA	30309	
47	GEO	Jennifer Convertibles	1634 Wisconsin Avenue NW	Washington	DC	20007	
48	GK	Jennifer Convertibles	840 Ernest Barrett Pkwy, #494	Kennesaw	GA	30144	
49	GSM	Jennifer Convertibles	3855 Venture Drive	Duluth	GA	30096	
50	HC	Jennifer Convertibles	365 Central Park Avenue	Scarsdale	NY	10583	
51	HNJ	Jennifer Convertibles	2109 Highway 35, Ste. 103	Holmdel	NJ	07733	
52	HR	Jennifer Convertibles	1145 High Ridge Road	Stamford	CT	06905	
53	IA	Jennifer Convertibles	2907 W. Addison Street	Chicago	IL	60618	
54	IBV	Jennifer Convertibles	3600 Broadview Village Square	Broadview	IL	60153	
55	IC	Jennifer Convertibles	8101 S. Cicero Avenue	Chicago	IL	60652	
56	ID	Jennifer Convertibles	730 W. Diversy Parkway	Chicago	IL	60614	
57	ILP	Jennifer Convertibles	814-816 W. North Avenue	Chicago	IL	60622	
58	IOP	Jennifer Convertibles	15782 La Grange Road	Orland Park	IL	60462	
59	IS	Jennifer Convertibles	7160 Carpenter Road	Skokie	IL	60077	
60	ISH	Jennifer Convertibles	681 East Golf Road	Schaumburg	IL	60173	
61	IVH	Jennifer Convertibles	701 N. Milwaukee Avenue, Ste. 264	Vernon Hills	IL	60061	
62	JAA	Jennifer Convertibles	166-02 Jamaica Avenue	Jamacia	NY	11432	
63	JCB	Jennifer Convertibles	376 Boylston Street	Boston	MA	02116	
64	JGC	Jennifer Convertibles	2400 Grand Concourse	Bronx	NY	10458	
65	JLE/REF	Jennifer Convertibles/Leather	88-12 Queens Boulevard	Elmhurst	NY	11373	
66	JLF	Jennifer Leather	1681 Broad Hollow Road	Farmingdale	NY	11735	
67	JLG	Jennifer Leather	168A Glen Cove Road	Carle Place	NY	11514	
68	JLK/KHC	Jennifer Convertibles/Leather	2078 Coney Island Avenue	Brooklyn	NY	11223	
69	JLN	Jennifer Leather	Rt 59 & Middletown Road, Rockland Plaza	Nanuet	NY	10954	
70	JLT/RFS	Jennifer Convertibles/Leather	205 US Rt 46 West	Totowa	NJ	07512	
71	JLV	Jennifer Leather	300 Sunrise Highway	Valley Stream	NY	11581	
72	JLW	Jennifer Leather	2300 Broadway	New York	NY	10024	
73	JLY	Jennifer Leather	2373 Central Avenue	Yonkers	NY	10710	
74	JMN	Jennifer Convertibles	579 Worcester Street	Natick	MA	01760	
75	JMS	Jennifer Convertibles	191 Highland Avenue	Seekonk	MA	02771	
76	JNB	Jennifer Convertibles	1514 Northern Boulevard	Manhasset	NY	11030	
77	JP	Jennifer Convertibles	East 255 Route 4	Paramus	NJ	07652	
78	JSH/SH	Jennifer Convertibles/Leather	688 Morris Turnpike	Short Hills	NJ	07078	
79	JUC	Jennifer Convertibles	2550 Hwy 22 East	Union	NJ	07083	
80	JWC	Jennifer Convertibles	171 US Highway 1 South	Metuchen	NJ	08840	
81	KF	Jennifer Convertibles	13623 S Dixie Highway	Miami	FL	33176	
82	LBC	Jennifer Convertibles	310 Highway 36	West Long Branch	NJ	07764	
83	LC	Jennifer Convertibles	229 Livingston Street	Brooklyn	NY	11201	
84	LNJ	Jennifer Convertibles	180 Mercer Mall - 3375 Route 1	Lawrenceville	NJ	08648	
85	MA	Jennifer Convertibles	2572 Solomons Island Road	Annapolis	MD	21401	
86	MCR	Jennifer Convertibles	18306 Contour Road - Montgomery Village Plaza	Gaithersburg	MD	20877	
87	MGB	Jennifer Convertibles	585 B New Ordinance Road	Glen Burnie	MD	21060	
88	MGC	Jennifer Convertibles	8849-51 Greenbelt Road	Greenbelt	MD	20770	
89	MNJ	Jennifer Convertibles	1055 Nixon Drive-East Gate Square	Mt. Laurel	NJ	08054	
90	MP	Jennifer Convertibles	1809 Reisters Towne Road, Ste. 146	Pikesville	MD	21208	
91	MR	Jennifer Convertibles	11520A Rockville Pike	Rockville	MD	20852	

Jennifer Convertibles Showroom List

	Name	Store Type	Address	City	State	Zip	Comments
92	NMI	Jennifer Convertibles	27793 Novi Road	Novi	MI	48377	
93	NPC	Jennifer Convertibles	1981 Woodbury Avenue	Portsmouth	NH	03801	
94	NSN	Jennifer Convertibles	225 Daniel Webster Highway	South Nashua	NH	03060	
95	PA	Jennifer Convertibles	1501 Old York Road	Abington	PA	19001	
96	PAC	Jennifer Convertibles	325 Broadway	Hicksville	NY	11801	
97	PCL	Jennifer Convertibles	4502 City Line Avenue	Philadelphia	PA	19130	
98	PGC	Jennifer Convertibles	499-53 West Sunrise Highway	Patchogue	NY	11772	
99	PK	Jennifer Convertibles	3087 East Main Street	Mohegan Lake	NY	10547	
100	PKP	Jennifer Convertibles	161 West Dakaib Pike	King of Prussia	PA	19406	
101	PRS	Jennifer Convertibles	185 Route 17 South	Paramus	NJ	07652	
102	PW	Jennifer Convertibles	1617 Walnut Street	Philadelphia	PA	19103	
103	RF	Jennifer Convertibles	Hudson Mall, Route 440	Jersey City	NJ	07304	
104	RS	Jennifer Convertibles	1807 Post Road East	Westport	CT	06880	
105	RT	Jennifer Convertibles	31-21 Route 10	Denville	NJ	07834	
106	SC	Jennifer Convertibles	31-46 Steinway Street	Astoria	NY	11103	
107	SI	Jennifer Convertibles	2823 Richmond Avenue	Staten Island	NY	10314	
108	SIP	Jennifer Convertibles	229 Independence Plaza	Selden	NY	11784	
109	TNJ	Jennifer Convertibles	165-169 Rt 37 E @ Hooper Avenue	Toms River	NJ	08753	
110	TSC	Jennifer Convertibles	902 Broadway	NY	NY	10010	
111	VBC	Jennifer Convertibles	3501-B South Jefferson St. - Leesburg Pike Plaza	Baileys Crossroads	VA	22041	
112	VLP/LVV	Jennifer Convertibles/Leather	81-50 Leesburg Pike	Vienna	VA	22182	
113	VRP	Jennifer Convertibles	731 S Rainbow Boulevard	Las Vegas	NV	89128	
114	VSC	Jennifer Convertibles	2 East Circle Drive	Valley Stream	NY	11581	
115	WS	Jennifer Convertibles	2424 Broadway	New York	NY	10024	
116	YSC	Jennifer Convertibles	1671 Clarkson Road	Chesterfield	MO	63017	
117	YSS	Jennifer Convertibles	7261 Watson Road	St. Louis	MO	63119	

TOTAL NUMBER OF LOCATIONS BEING REPORTED FOR 2009: 117

LOCATIONS CLOSED DURING CALENDAR YEAR 2008 AND SHOULD BE REMOVED FOR REPORTING YEAR JANUARY 2009

	GR	Jennifer Convertibles	10800 Alpharetta Highway	Roswell	GA	30076	Closed August 23, 2008
	IL	Jennifer Convertibles	16901 Torrance Avenue	Lansing	IL	60438	Closed September 30, 2008
	JLS	Jennifer Leather	1274 Second Avenue	New York	NY	10021	Closing December 31, 2008
	NC	Jennifer Convertibles	121 Montague Street	Brooklyn	NY	11201	Closing November 30, 2008
	OSH	Jennifer Convertibles	20301 Van Aken Boulevard	Shaker Heights	OH	44122	Closed March 21, 2008

Report Completed By: Janet Dawber

Telephone: 516-496-1900, ext. 3275

E-Mail: jdawber@jenniferfurniture.com

Date Prepared: October 15, 2008



September 29, 2010

BMC Group Inc
Attn: Jennifer Convertibles Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

Re: Proof of Claim

Dear Clerk:

Enclosed for filing is the Proof of Claim for Jennifer Convertibles, Inc. (Case Number 10-13779).

Please return a time dated stamped copy of the claim in the enclosed self addressed postage paid envelope.

Thank you for your attention to this matter.

Sincerely,

Meredith Herberg
Administration Coordinator
SESAC