

## **EXHIBIT B**

**ASSIGNMENT AND ASSUMPTION OF LEASE**

KNOW ALL MEN BY THESE PRESENTS, that effective as of May 17, 2010, the undersigned, Jennifer – Peekskill, Inc., having a notice address as provided on Exhibit A (hereinafter referred to as "Assignor"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby assigns, transfers and sets over unto Jennifer Convertibles, Inc., having a notice address as provided on Exhibit A (hereinafter referred to as "Assignee"), all right, title and interest of Assignor in, to, and under the lease agreement, and any amendments or modifications thereto, described on Exhibit A attached hereto (this lease agreement, as modified and amended, is hereinafter referred to as the "Lease"), to have and hold unto Assignee, its successors and assigns, for the balance of the term of the Lease, subject to the rents, covenants, terms, conditions and provisions contained in the Lease, together with the security deposit held by Landlord, if any, in the amount set forth on said Exhibit A;


AND Assignee hereby assumes the performance of all of the terms, covenants and conditions of the Lease, and Assignee hereby agrees to pay the rents specified by the Lease, and to perform all of the terms, covenants, obligations and conditions of the Lease required to be performed by the tenant under the Lease;

PROVIDED, NEVERTHELESS, that nothing herein contained shall, as between Acadia Cortlandt, LLC, the landlord under the Lease, having a notice address as provided on Exhibit A (hereinafter referred to as "Landlord"), and Assignor, release or relieve, or be deemed to release or relieve, Assignor or any guarantor of the Lease of or from any obligations under the Lease, and Assignor and any guarantor shall continue to be and remain liable under the Lease in all respects as though this Assignment had not been made. Assignor hereby waives any and all notice from Landlord of default of Assignee under any of the terms, provisions, covenants or conditions of the Lease, and Assignor hereby consents to the granting, without notice to Assignor, by Landlord to Assignee of any waiver, indulgence or extension of time or any amendment or modification of the Lease.

TO INDUCE Landlord to grant its consent as provided herein, Assignor and Assignee each hereby agrees, represents and warrants that it has no claim against Landlord with respect to the Lease and no defaults on the part of Landlord exist under any of the terms or conditions of the Lease.

EACH of Assignor and Assignee hereby jointly and severally indemnify, defend and hold Landlord harmless from and against any and all liability, cost and expense (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims for brokerage commissions or other compensation arising out of this Assignment and Assumption of Lease.

EACH of Assignor and Assignee hereby certify that: (i) it is not, nor is any principal, member, officer, agent or any person or entity having an ownership interest in it (collectively, "Parties"), designated as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any Executive Order, law, order, rule, regulation, statute or other official documentation issued, enforced or administered by the United States Treasury

Legal	
Leasing	

Department, the Office of Foreign Assets Control or by any other official governmental body of the United States of America; and (ii) it is not, nor are any of its Parties, engaged in this transaction, directly or indirectly on behalf of, or acting, instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each of Assignor and Assignee hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including, but not limited to, attorneys' fees, costs and expenses) arising from or related to any breach of the foregoing certification.


This Assignment and Assumption of Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

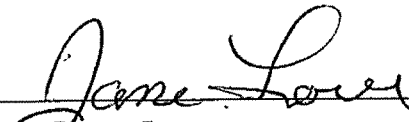
IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument as of the date first set forth above.

**ASSIGNOR:**

Jennifer - Peekskill, Inc.

~~Attest/Witness:~~


  
Name: OWEN WINCIG  
Title: Secretary

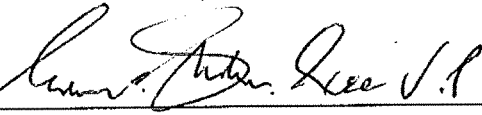
By:   
Name: Jane Love  
Title: President

**ASSIGNEE:**

Jennifer Convertibles, Inc.

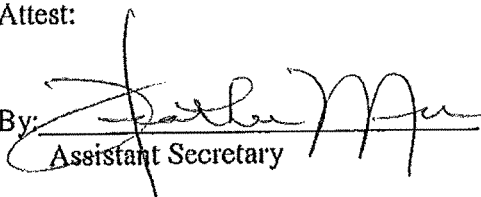
~~Attest/Witness:~~

By:   
Name: OWEN WINCIG  
Title: Secretary

By:   
Name: Edward B. Seidner  
Title: Executive Vice President

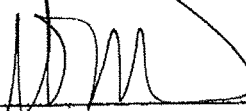
**ACCEPTED AND CONSENTED TO:**

Attest:

By:   
Assistant Secretary

**LANDLORD:**

Acadia Cortlandt, LLC

By:   
Name: Robert Masters  
Title: Senior Vice President

**EXHIBIT A**

**Lease Documents:** Lease Agreement dated December 19, 1997  
First Amendment to Lease dated March 13, 2009  
Letter Agreement dated February 25, 2010

**Shopping Center:** Cortlandt Towne Center

**Security Deposit:** \$3,200.00

**Address for Rent Payments:** Cortlandt Towne Center  
c/o Acadia Realty Trust  
1311 Mamaroneck Avenue, Suite 260  
White Plains, New York 10605  
Attn.: Lease Administration

**Landlord Notice Address:** Cortlandt Towne Center  
c/o Acadia Realty Trust  
1311 Mamaroneck Avenue, Suite 260  
White Plains, New York 10605  
Attn.: Legal Department  
Phone No.: (914) 288-8100

**Assignor Notice Address:** 190-10 Northern Boulevard  
Flushing, New York 11358  
Phone No.: 718.358.5783  
Federal Tax ID No.: 718.358.5786

**Assignee Notice Address:** 417 Crossways Park Drive  
Woodbury, New York 11797  
Attn.:  
Phone No.:  
Federal Tax ID No.:

**Assignee Trade Name:** Jennifer Convertibles