

**Bidder Qualification Form in Connection with
Sale of Certain Assets of Osterhout Group, Inc.**

This Bidder Qualification Form is being provided to you in connection with the sale of the following assets (the “Assets”) of Osterhout Group, Inc. (“ODG”) by JGB Collateral, LLC (the “Seller”):

- (a) all fixtures and personal property of every kind and nature including all accounts (including health-care-insurance receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, commercial tort claims described on *Schedule 1* of that certain Security Agreement executed by ODG in favor of the Seller (the “Security Agreement”) as supplemented by any written notification given by ODG to Seller pursuant to *Section 4(d)* of the Security Agreement, general intangibles (including all payment intangibles), money, deposit accounts, Intellectual Property (as defined in the Security Agreement), and any other contract rights or rights to the payment of money; and
- (b) all Proceeds (as defined in the Security Agreement) and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the foregoing.

The Assets will be sold at a public auction (the “Auction”) to be convened on **January 15, 2019 at 10:00 a.m. Eastern Time** at the offices of Haynes and Boone, LLP, 30 Rockefeller Plaza, 26th Floor, New York, NY 10112. Qualified bidders may participate telephonically in the Auction. **Bidders may participate on an anonymous basis. Contact Hilco Streambank for further instructions should you wish to do so.**

Bidder Qualification

To participate in the Auction, potential bidders must be qualified bidders. A qualified bidder is one that submits to Hilco Streambank **no later than January 14, 2019 at 9:30 a.m. Eastern Time (US)** the following:¹

- Confidentiality Agreement: An executed confidentiality agreement in form and substance acceptable to the Seller.

¹ Subject to the sole discretion of the Seller, these requirements can be waived or modified.



- Proof of Financial Wherewithal: current financial statements of the potential bidder that will show sufficient assets to be able to close on a purchase of the Assets or other evidence of the ability to purchase the Assets.
- A signed Secured Party Bill of Sale and a signed Assignment of Patents and Patent Applications (together, the “Purchase Documents”).
- Redlines showing changes to the forms of Purchase Documents provided to the bidder.
- Good Faith Deposit: Each bidder except for Seller must make a non-refundable (except as provided below) cash deposit by wire transfer in an amount equal to ten percent (10%) of the amount of its irrevocable bid for the Assets. Good Faith Deposits will be held until after the Auction has concluded and will be returned to (i) each unsuccessful bidder within three (3) business days following the conclusion of the Auction, and (ii) the second-highest bidder within two (2) business days following the closing of the sale to the successful bidder. Wire Instructions are as follows:

Bank Name: JP Morgan Chase Bank
Bank Address: 270 Park Ave New York, NY 10017
ABA #: 021 000 021 (wires only)
071 000 013 (ACH only)
Swift Code: CHASUS33
A/C #: 133813580
Beneficiary: Hilco IP Services, LLC
Reference: ODG

The Assets shall be sold for cash at such price or prices and on such other commercially reasonable terms as the Seller may determine in its sole discretion. The Seller is deemed to be a qualified bidder and may credit bid for the Assets. The winning bidder shall be prepared to acquire the Assets no later than three (3) business days after the conclusion of the Auction by wire transfer or tender of cash or certified check in the amount of the purchase price less the Good Faith Deposit (all in US dollars), or, in the case of purchase by the Seller, credit against amounts secured by its security interest in the Assets.

Bidder Acknowledgment

By submission of this bid, you (the “Bidder”) acknowledge that your bid is a duly authorized non-contingent bid for purchase of the Assets, not subject to any further diligence or contingent on any financing. The Bidder further acknowledges that the Bidder (a) has had an opportunity to conduct due diligence regarding the Assets prior to making its bid and does not require further due diligence, (b) has relied solely upon its own independent review, investigation, and/or inspection of the Assets in making its bid, (c) did not rely upon any written or oral statements,

representations, promises, warranties, or guaranties whatsoever whether express, implied, by operation of law, or otherwise, regarding the Assets, or the accuracy or completeness of any information provided in connection therewith, and (d) its bid shall remain open and irrevocable until and unless the Seller closes on the sale of the Assets to a higher or otherwise better bid(s).

Bidder acknowledges that in the event it is the winning bidder, it is committing to close the transaction in accordance with the terms of the Purchase Documents substantially in the forms provided herewith, and in the event that Bidder fails to close the transaction Seller shall be entitled to retain Bidder's Good Faith Deposit without waiver of any rights or remedies of Seller against Bidder. Bidder further acknowledges that the Assets will be sold "AS IS, WHERE IS," "WITH ALL FAULTS," and "WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, A WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR OR OTHER PURPOSE," and subject to taxes, special assessments and liens that have been levied or assessed, and/or are unpaid or unsatisfied (none of which will be paid by Seller). The Assets is being sold without recourse to Seller, its attorneys or representatives. Seller does not claim title to the Assets being sold hereunder and disclaims any warranty of title, possession, quiet enjoyment and the like in the sale.

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Process

Please submit this form and required deliverables to Richelle Kalnit (rkalnit@hilcoglobal.com) and Ben Kaplan (bkaplan@hilcoglobal.com) at Hilco Streambank, the Seller’s agent. **All bids and other required deliverables must be submitted to Hilco Streambank so that they are received no later than January 14, 2019 at 9:30 a.m. Eastern Time (US).** For any other inquiries concerning the Assets or the Auction please contact the following Hilco Streambank representatives:

Gabe Fried gfried@hilcoglobal.com 617-458-9355	Richelle Kalnit rkalnit@hilcoglobal.com 212-993-7214	Ben Kaplan bkaplan@hilcoglobal.com 646-651-1978
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Bidder’s Name: _____

Bidder’s Address: _____

Bidder’s Authorized Representatives and Contact Information:

Signed by Bidder (or its authorized representative):

Print Name: _____

Title: _____

Date: _____