

NOTICE OF PUBLIC FORECLOSURE SALE

By order of JGB Collateral, LLC (“**Secured Party**”), notice is hereby given that on January 15, 2019, at 10:00 a.m. at the offices of Haynes and Boone, LLP, 30 Rockefeller Plaza, 26th Floor, New York, New York, pursuant to the provisions of the Uniform Commercial Code as in effect from time to time in the State of New York (the “**UCC**”) and that certain Security Agreement executed by Osterhout Group, Inc., a Delaware corporation (“**Debtor**”), in favor of Secured Party (the “**Security Agreement**”), Secured Party shall conduct a public, non-judicial foreclosure sale of all of Debtor’s rights, title and interests in and to the following property (collectively, the “**Collateral**”):

(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 the Security Agreement as supplemented by any written notification given by Borrower to Secured Party 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 Borrower from time to time with respect to any of the foregoing.

THE COLLATERAL WILL BE SOLD AS-IS, WHERE-IS, WITHOUT RECOURSE TO, REPRESENTATION (NEITHER EXPRESS NOR IMPLIED) BY, OR WARRANTY (NEITHER EXPRESS NOR IMPLIED) FROM, SECURED PARTY. The sale shall be at public auction to the highest bidder of the Collateral in a single lot, although Secured Party reserves the right to offer the Collateral in any other commercially reasonable manner. Additionally, Secured Party reserves the right to (a) establish other reasonable bidding procedures, reject any or all bids, and to have potential bidders demonstrate their ability to perform and close to the reasonable satisfaction of Secured Party, (b) credit bid at the sale, (c) transfer all or a portion of its credit to a third party who may then bid such credit at the sale, (d) adjourn, continue, or cancel the sale, (e) reject all bids and adjourn the sale to such other time or times as Secured Party may deem proper, and (f) accept such payment terms as are acceptable to Secured Party, in its sole discretion. The sale is subject to redemption by Debtor prior to the sale.

For further information concerning the Collateral or the described sale including the location of the Collateral and the business hours when the Collateral may be inspected, contact Hunter Dorbandt or Brett Cohen of Secured Party at (212) 355-5771, or Greg Kramer, Haynes and Boone, L.L.P., 30 Rockefeller Plaza, New York, NY 10112, phone 212.835.4819, e-mail greg.kramer@haynesboone.com.