

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5400276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURED PARTY BILL OF SALE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OSTERHOUT GROUP, INC.	01/18/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JGB COLLATERAL, LLC
<b>Street Address:</b>	21 CHARLES STREET
<b>City:</b>	WESTPORT
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06880
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29589676
Application Number:	16057774
Application Number:	16046274
Application Number:	16130165
Application Number:	15668852
Application Number:	16046322
Application Number:	16130268
Application Number:	15802727
Application Number:	29575093
Application Number:	29589483
Application Number:	62661720
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)892-5454
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(213) 892-5269
<b>Email:</b>	ebowers@mofo.com
<b>Correspondent Name:</b>	BRYAN BLUMENKOPF
<b>Address Line 1:</b>	MORRISON & FOERSTER LLP
<b>Address Line 2:</b>	707 WILSHIRE BOULEVARD
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017-3543

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	72800-28000.00
<b>NAME OF SUBMITTER:</b>	BRYAN BLUMENKOPF
<b>SIGNATURE:</b>	/Bryan Blumenkopf/
<b>DATE SIGNED:</b>	03/01/2019

**Total Attachments: 5**

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## SECURED PARTY BILL OF SALE

This Foreclosure Bill of Sale (the "Bill of Sale") is made effective as of January 18, 2019 (the "Effective Date") by and between JGB Collateral, LLC, as collateral agent for certain secured lenders ("Lenders"), having a mailing address at 21 Charles Street, Westport, CT 06880 (the "Foreclosing Seller") in favor of Mentor Acquisition One, LLC as the purchaser ("Purchaser"). This Bill of Sale constitutes a Transfer Statement (as defined in Section 9-619 of the UCC (as defined below)).

WHEREAS, Foreclosing Seller holds a duly perfected, first-priority security interest in substantially all of the assets of Osterhout Group, Inc., having a mailing address at 153 Townsend Street, Suite 570, San Francisco, CA 94107 (the "Debtor") and the right to exercise the rights of the first-priority secured party pursuant to (a) the Secured Promissory Note, dated March 13, 2018, made by Debtor in favor of the holders signatory thereto (the "Note"), (b) the Security Agreement, dated March 13, 2018, by and between Debtor and Foreclosing Seller (the "Security Agreement"), (c) the Intellectual Property Security Agreement, dated March 13, 2018, executed by Debtor for the benefit of Foreclosing Seller (collectively with the Note and the Security Agreement, "Loan Documents"), and (d) those certain Subordination Agreements dated on or about March 13, 2018, by and among certain subordinated creditors, Debtor, and Foreclosing Seller; and

WHEREAS, the Debtor is in default of its obligations to the Foreclosing Seller secured by the Collateral (as defined in the Loan Documents); and

WHEREAS, on August 16, 2018, the Foreclosing Seller served notice of default and demanded immediate payment of all outstanding Obligations (as defined in the Loan Documents) due under the Note and other Loan Documents; and

WHEREAS, the Obligations are presently due and owing; and

WHEREAS, the Foreclosing Seller engaged Hilco IP Services, LLC d/b/a Hilco Streambank (the "Agent") to market and solicit qualified bids for sale of certain of the Collateral, including all of Debtor's patents, patent applications, related rights, and related documentation, all of which are further described in the Loan Documents; and

WHEREAS, on December 10, 2018, the Foreclosing Seller caused a notice of sale of the Collateral to be published in the Wall Street Journal and the San Francisco Chronicle, notifying persons of the Auction (defined below) and informing them whom to contact for information about the Collateral and about submitting qualified bids; and

WHEREAS, on November 21, 2018, the Foreclosing Seller, in accordance with Section 9-611 of the UCC, served by Federal Express (signature required) a Notice of Disposition of Collateral by Public Sale upon the Debtor and upon all known junior lenders with security interests in the Collateral, informing them of its intent to sell the Collateral by public sale on January 15, 2019, at the offices of Haynes and Boone, LLP, 30 Rockefeller Plaza, New York, New York 10019 (the "Auction"); and

WHEREAS, the Foreclosing Seller, through the Agent, solicited qualified bids for the Collateral (including any subparts of the Collateral) from the Purchaser and other bidders; and

WHEREAS, the Purchaser and other bidders executed non-disclosure agreements and were provided with access to a dataroom containing information about the Collateral so that they might independently assess their value; and

WHEREAS, GTC Law Group, a Massachusetts based law firm ("GTC"), commenced an action against Debtor and Lenders seeking (a) a declaratory judgment that GTC has a senior "attorney's" lien in Debtor's patents pursuant to Massachusetts General Law, Chapter 221, Section 50 for unpaid legal bills totaling approximately \$712,000 and (b) an order enjoining the Agent and Lenders from conducting the Auction on January 15, 2019; and

WHEREAS, on January 13, 2019, the Agent and the Foreclosing Seller distributed a memorandum (the "Memo") to all potential bidders in the Auction stating that Lenders will deposit a portion of the Auction proceeds equal to the amount of GTC's purported lien with the Delaware Court of Chancery, pending final adjudication of GTC's claim (the "Escrow"); and

WHEREAS, the Foreclosing Seller received qualified bids from 6 qualified bidders who agreed to participate in the Auction pursuant to the terms established by the Foreclosing Seller for the sale of the Collateral (including any subparts of the Collateral); and

WHEREAS, at the Auction the Purchaser submitted a bid in the amount of Seven Million, Two Hundred Thousand Dollars (\$7,200,000.00) (the "Purchase Price") which constituted the best and highest offer, and therefore the Foreclosing Seller determined that the Purchaser was the successful bidder for Transferred Assets (as defined below); and

WHEREAS, as of the Effective Date, the total amount of Obligations owing to the Foreclosing Seller was \$ 8,127,483.63; and

WHEREAS, pursuant to the Loan Documents and applicable law, the Foreclosing Seller has directed that the Transferred Assets be transferred, on behalf of Debtor, to Purchaser pursuant to this Bill of Sale and Section 9-611 of the UCC; and

WHEREAS, the Foreclosing Seller and the Purchaser acknowledge that the listing of the assets on Schedule A is for illustrative purposes and does not conclusively list all of the Collateral as of the Effective Date, and that the Foreclosing Seller does not represent or warrant the exact value, quantity, or quality of the assets listed;

NOW, THEREFORE, in consideration of the Purchase Price and the foregoing premises, which constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Foreclosing Seller does, on behalf of itself and the

Lenders, hereby grant, bargain, sell, assign, transfer and convey unto Purchaser, its legal representatives, designees, successors and assigns, all right, title and interest of the Foreclosing Seller, Lenders, and Debtor in and to the assets specifically set forth on Schedule A (the "Transferred Assets"), upon and subject to the terms described herein, and agree to maintain the Escrow as provided in the Memo.

THE TRANSFERRED ASSETS ARE SOLD "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, AND THE FORECLOSING SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE TRANSFERRED ASSETS, INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (e) WARRANTY THAT THIS TRANSFER COMPLIES WITH THE PROVISIONS OF THE UCC; IN EACH CASE, WHETHER ANY SUCH REPRESENTATION WOULD ARISE BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THE TRANSFERRED ASSETS AND THIS BILL OF SALE, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY THE FORECLOSING SELLER OR ANY OTHER PERSON ON THE FORECLOSING SELLER'S BEHALF.

If the sale and transfer attempted to be made hereunder of any of the Transferred Assets would be ineffective as between Foreclosing Seller and Purchaser without the consent of any third person, or would serve as a cause for terminating or invalidating any agreement, right or claim among the Transferred Assets or would cause or serve as a cause for the loss of ownership thereof, then such Asset shall be deemed excluded from the within conveyance and shall not be subject to this Bill of Sale. For purposes of this Bill of Sale, "UCC" means the UCC as in effect from time to time in the State of New York or, when the laws of any other state govern the method or manner of the enforcement of any security interest in any of the Collateral, the UCC as in effect from time to time in such state.

This Bill of Sale shall inure to the benefit of and be enforceable by Purchaser and Foreclosing Seller and their respective successors and assigns. This Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the State of Delaware. Any dispute arising out of this Secured Party Bill of Sale or the transactions described herein shall be adjudicated before a state or federal court of appropriate jurisdiction located in Wilmington, Delaware.

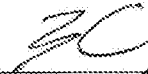
Facsimile or "pdf" signatures shall be sufficient for execution of this Bill of Sale.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by the undersigned as an instrument under seal as of the date first above written.

**FORECLOSING SELLER:**


JGB Collateral, LLC,  
A Delaware limited liability company

By:   
Name: *Brett Cohen*  
Title: *Pres. JGB*

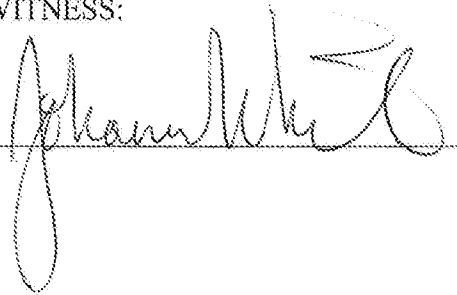
21 Charles Street  
Westport, CT 06880

**PURCHASER:**

Mentor Acquisition One, LLC,  
A Delaware limited liability company

By:   
Name: *Ronald Koo*  
Title: *Authorized Person*

WITNESS:



Schedule A -- Transferred Assets

All of the Foreclosing Seller's, Lender's, and Debtor's right, title and interest in and to the following property:

(a) all patents, patent applications, trade secrets and related rights;

(b) all invention disclosures, inventor notes, assignments, applications, filings, records, and other documentation relating to the foregoing (it being understood that Foreclosing Seller will use commercially reasonable efforts to deliver the assets identified in this clause (b) within a reasonable time after the Auction, but shall have no liability to the Purchaser for an adjustment to the Purchase Price or otherwise should Foreclosing Seller fail to do so); and

(c) 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.