

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718985

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Assignment		
<b>RESUBMIT DOCUMENT ID:</b>	900674592		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stonegate Asset Company I, LLC		02/07/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SG Credit Partners, Inc.		
<b>Street Address:</b>	500 Newport Center Dr.		
<b>Internal Address:</b>	Suite 580		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3326902	ENDOTOOL	
<b>Registration Number:</b>	4656904	ENDOTOOL GLUCOSE MANAGEMENT SYSTEM MODEL	
<b>Registration Number:</b>	4735780	MONARCH MEDICAL TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	8007130755		
<b>Email:</b>	ayisha.jones@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Jessica Hildebrandt		
<b>SIGNATURE:</b>	/Jessica Hildebrandt/		
<b>DATE SIGNED:</b>	04/05/2022		
<b>Total Attachments: 8</b>			

source=UPDATED - SGCP-Monarch - Trademark Assignment Executed (002)#page1.tif  
source=UPDATED - SGCP-Monarch - Trademark Assignment Executed (002)#page2.tif  
source=UPDATED - SGCP-Monarch - Trademark Assignment Executed (002)#page3.tif  
source=UPDATED - SGCP-Monarch - Trademark Assignment Executed (002)#page4.tif  
source=UPDATED - SGCP-Monarch - Trademark Assignment Executed (002)#page5.tif  
source=UPDATED - SGCP-Monarch - Trademark Assignment Executed (002)#page6.tif  
source=UPDATED - SGCP-Monarch - Trademark Assignment Executed (002)#page7.tif  
source=UPDATED - SGCP-Monarch - Trademark Assignment Executed (002)#page8.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of February 7, 2022, is by and between Stonegate Asset Company I, LLC, a Delaware limited liability company, as successor to Stonegate Capital Holdings, LLC ("Assignor"), and SG Credit Partners, Inc., a Delaware corporation (together with its successors and assigns "Assignee").

WITNESSETH:

WHEREAS, Assignor and Monarch Medical Technologies, LLC, a Nevada limited liability company ("Monarch") entered into that certain Grant of Security Interest in United States Trademarks, dated as of August 2, 2017, between Monarch and Assignor (as heretofore amended, modified and supplemented, the "Trademark Security Agreement") pursuant to which Monarch granted a security interest in all of the Marks (as defined in the Trademark Security Agreement) of Monarch;

WHEREAS, Assignee and Assignor have entered into the Non-Recourse Loan Document Sale and Assignment Agreement, dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Sale and Assignment Agreement") pursuant to which Assignor assigned all right, title and interest in and to the Assigned Interest (as defined in the Sale and Assignment Agreement) to Assignee under the Credit Agreement (as defined in the Sale and Assignment Agreement) and the other Loan Documents (as defined in Sale and Assignment Agreement), including the Trademark Security Agreement, as set forth in the Sale and Assignment Agreement; and

WHEREAS, under the terms of the Sale and Assignment Agreement, the parties to the Sale and Assignment Agreement have agreed to execute and deliver this Trademark Assignment to more fully evidence the assignment of the Assigned Interest in such Marks.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Security Interest in Marks. Assignor hereby assigns to Assignee (a) all right, title and interest of Assignor in and to the Marks, (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Assignor's rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

2. Terms of the Trademark Assignment. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Sale and Assignment Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Sale and Assignment Agreement shall not be superseded by this Trademark Assignment but shall remain in full force and effect to the full extent provided in the Sale and Assignment Agreement. In the event of any conflict or inconsistency between the terms of the Trademark Security Agreement and the terms hereof, the terms of the Sale and Assignment Agreement shall govern.

3. Miscellaneous.

(a) This Trademark Assignment shall inure to the benefit of, be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(b) This Trademark Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. In making proof of this Trademark Assignment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Trademark Assignment by facsimile or other electronic transmission, including an email with a "pdf", shall have the same force and effect as delivery of an original executed counterpart of this Trademark Assignment. Any party delivering an executed counterpart of this Trademark Assignment by facsimile or other electronic transmission, including an email with a "pdf", also shall deliver an original executed counterpart of this Trademark Assignment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Assignment as to such party or any other party.

(c) THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF CALIFORNIA. The parties hereto each irrevocably submits to the non-exclusive jurisdiction of any State or Federal court sitting in Orange County, California over any suit, action or proceeding arising out of or relating to this Trademark Assignment and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such California State or Federal court. Each party to this Trademark Assignment hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

(d) THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT OR ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

Assignor

STONEGATE ASSET COMPANY I, LLC

By: 

Name: Ryan Woody

Title: Authorized Signatory

Assignee

SG CREDIT PARTNERS, INC.

By: \_\_\_\_\_

Name: Marc Cole

Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

MONARCH MEDICAL TECHNOLOGIES, LLC

By: \_\_\_\_\_

Name: Brian Duffy

Title: Manager

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 007670 FRAME: 0819**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

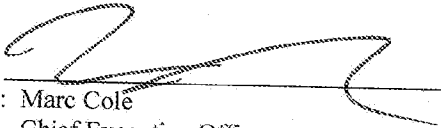
Assignor

STONEGATE ASSET COMPANY I, LLC

By: \_\_\_\_\_  
Name: Ryan Woody  
Title: Authorized Signatory

Assignee

SG CREDIT PARTNERS, INC.

By:   
Name: Marc Cole  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

MONARCH MEDICAL TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name: Brian Duffy  
Title: Manager

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

Assignor

STONEGATE ASSET COMPANY I, LLC

By: \_\_\_\_\_

Name: Ryan Woody

Title: Authorized Signatory

Assignee

SG CREDIT PARTNERS, INC.

By: \_\_\_\_\_

Name: Marc Cole

Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

MONARCH MEDICAL TECHNOLOGIES, LLC

By: \_\_\_\_\_

Name: Brian Duffy

Title: Manager

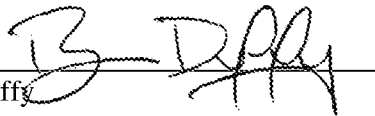
A handwritten signature in black ink, appearing to read "B. Duffy", is written over a horizontal line. The signature is stylized and cursive.

EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT

List of Marks

(See Attached)



<b>Mark</b>	<b>Registration Number</b>	<b>Expiration Date</b>
ENDOTOOL	3326902	Oct 30, 2027
ENDOTOOL GLUCOSE MANAGEMENT SYSTEM MODEL. PREDICT. CONTROL. & DESIGN	4656904	December 16, 2034
MONARCH MEDICAL TECHNOLOGIES & DESIGN	4735780	May 12, 2035