

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM780237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Slinger Bag Canada Inc.		01/06/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Armistice Capital Master Fund Ltd.		
<b>Street Address:</b>	510 Madison Avenue, 7th Floor		
<b>Internal Address:</b>	Attention: Brian T. Kohn		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Exempted company,,: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4192951	SLINGER	
<b>Registration Number:</b>	4946870	SLINGER	
<b>Registration Number:</b>	6053961	SLINGER	
<b>Registration Number:</b>	6158818	SLINGER BAG	
<b>Registration Number:</b>	6223455	CHANGE THE GAME	
<b>Serial Number:</b>	90280869	TENNIS REINVENTED	
<b>Serial Number:</b>	90342648	SLINGER	
<b>Serial Number:</b>	90342658	SLINGER SMARTBAG	
<b>Serial Number:</b>	97134029	CONNEXA TECH	
<b>Serial Number:</b>	97134028	CONNEXA	
<b>Serial Number:</b>	97161607	WATCH PLAY LEARN	
<b>Serial Number:</b>	97263132	TENNIS REIMAGINED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124512222		
<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>	212.451.2300		
<b>Email:</b>	MLGTrademarks@olshanlaw.com		

CH \$315.00 4192951

**Correspondent Name:** Olshan Frome Wolosky LLP  
**Address Line 1:** 1325 Avenue of the Americas  
**Address Line 2:** Attn: Mary Grieco Lee  
**Address Line 4:** New York, NEW YORK 10019

**NAME OF SUBMITTER:** Mary Grieco Lee

**SIGNATURE:** /Mary Grieco Lee/

**DATE SIGNED:** 01/12/2023

**Total Attachments: 6**

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**GRANT OF SECURITY INTEREST  
FOR TRADEMARKS**

THIS GRANT OF SECURITY INTEREST (this “**Grant**”), effective as of January 6, 2023 is executed by Slinger Bag Canada Inc., an Ontario corporation (“**Grantor**”), as a wholly-owned subsidiary of Connexa Sports Technologies Inc., in favor of Armistice Capital Master Fund Ltd., a Cayman Islands exempted company, (the “**Secured Party**”).

A. Pursuant to a Loan and Security Agreement dated as of January 6, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) among the Grantor and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party as security for the Obligations (as that term is defined in the Agreement).

B. The Grantor (1) has adopted, used, are using and/or are planning to use the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the “**Trademarks**”);

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and all causes of action which may exist by reason of infringement of any of the Trademarks (collectively, the “**Collateral**”), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, until all of the Obligations have been paid in full, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor’s expense, in obtaining and enforcing the Trademarks in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Grantor hereby irrevocably appoints the Secured Party as such Grantor’s attorney-in-fact, such appointment being coupled with an interest, to execute and file any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party’s security interest in the Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Agreement. In the event that any

provisions of this Grant are deemed to conflict with the Agreement, the provisions of the Agreement shall govern.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this instrument to be executed as of the day and year first above written.

*[Signature Pages Follow]*

**Slinger Bag Canada Inc.**

A handwritten signature in black ink, appearing to read 'Paul Mckeown', with a long horizontal flourish extending to the right.

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

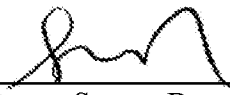
Name: Paul Mckeown

Title: President

*[Signature Page to Grant of Security Interest for Trademarks]*

**TRADEMARK  
REEL: 007944 FRAME: 0135**

**Armistice Capital Master Fund Ltd.**

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

Name: Steven Boyd

Title: CIO of Armistice Capital, LLC,  
the Investment Manager

*[Signature Page to Grant of Security Interest for Trademarks]*

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

**UNITED STATES REGISTERED TRADEMARKS AND TRADEMARK  
APPLICATIONS**

**REGISTRATIONS/APPLICATIONS**

Country	MARK	Registration or Application Number	Registration or Application Date	Owner
USA	SLINGER	4192951	08-21-2012	Slinger Bag Canada Inc.
USA	SLINGER	4946870	04-26-2016	Slinger Bag Canada Inc.
USA		6053961	05-12-2020	Slinger Bag Canada Inc.
USA	SLINGER BAG	6158818	09-22-2020	Slinger Bag Canada Inc.
USA	CHANGE THE GAME	6223455	12-15-2020	Slinger Bag Canada Inc.
USA	TENNIS REINVENTED	90280869	10-27-2020	Slinger Bag Canada Inc.
USA	SLINGER	90342648	11-25-2020	Slinger Bag Canada Inc.
USA	SLINGER SMARTBAG	90342658	11-25-2020	Slinger Bag Canada Inc.
USA	CONNEXA TECH	97134029	11-19-2021	Slinger Bag Canada Inc.

Country	MARK	Registration or Application Number	Registration or Application Date	Owner
USA	CONNEXA	97134028	12-08-2021	Slinger Bag Canada Inc.
USA	WATCH PLAY LEARN	97161607	12-08-2021	Slinger Bag Canada Inc.
USA	TENNIS REIMAGINED	97263132	02-11-2022	Slinger Bag Canada Inc.