

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SLINGER BAG CANADA INC.		01/30/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	SLINGER BAG AMERICAS INC.		
Street Address:	2709 North Rolling Road, Suite 138		
City:	Windsor Mill		
State/Country:	MARYLAND		
Postal Code:	21244		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6158818	SLINGER BAG	
Serial Number:	90280869	TENNIS REINVENTED	
Registration Number:	6223455	CHANGE THE GAME	
Registration Number:	6053961	SLINGER	
Serial Number:	90342648	SLINGER	
Serial Number:	90342658	SLINGER SMARTBAG	
CORRESPONDENCE DATA			
Fax Number:	8668643947		
<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>			
Phone:	9738281284		
Email:	tm@myerswolin.com		
Correspondent Name:	Harris A. Wolin		
Address Line 1:	100 South Jefferson Road, Suite 202		
Address Line 4:	Whippany, NEW JERSEY 07981-1009		
ATTORNEY DOCKET NUMBER:	SLBG 13492		
NAME OF SUBMITTER:	Harris A. Wolin		
SIGNATURE:	/Harris A. Wolin/		
DATE SIGNED:	02/03/2023		

OP \$165.00 6158818

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

AGREEMENT made as of the 30th day of January 2023 ("**Effective Date**") by and between, on the one hand, **SLINGER BAG CANADA INC.**, a corporation formed under the laws of Ontario (hereinafter "**Seller**") and **SLINGER BAG AMERICAS INC.**, a corporation formed under the laws of Delaware (hereinafter "**Purchaser**"), with its principal offices located at 2709 North Rolling Road, Suite 138, Windsor Mill, MD 21244. From time to time herein any of Seller, Purchaser or Slinger Bag may be referred to as a "**Party**" and, collectively, as the "**Parties.**"

RECITALS

A. Seller owns certain trademarks for use on or in connection with the business of Connexa Sports Technologies Inc., the indirect parent company of the Seller and the direct parent company of the Purchaser ("**Connexa**") as more fully described on **Exhibit A** annexed hereto and made a part hereof, together with all common law rights and all good will associated therewith.

B. Purchaser has offered to purchase all of Seller's right, title and interest in and to the trademarks listed on **Exhibit A** and **Exhibit B**, any other trademarks owned, held by or applied for by the Seller and their respective Trademark Registrations, along with associated common law rights and good will (collectively herein as the "**Transferred Assets.**")

C. Seller has agreed to sell, assign, transfer, convey and set over to Purchaser all of Seller's right, title and interest in and to the Transferred Assets rights in exchange for the consideration described herein.

D. Purchaser is, indirectly, a wholly owned subsidiary of Connexa and Purchaser asserts that the purchase and receipt of the assignment of the Transferred Assets by Purchaser contemplated by this Agreement will provide direct and indirect benefits to Connexa.

E. The Parties have agreed upon the terms and conditions governing the purchase by Purchaser and the sale by Seller of the Transferred Assets, and desire to memorialize such terms herein.

ACCORDINGLY, the Parties, in exchange for the mutual covenants and agreements herein contained, and intending to be legally bound hereby, agree as follows.

1. **Sale and Transfer.** In exchange for payment of \$10.00 and the assumption of all future costs, expenses and liabilities in maintaining and protecting such trademarks and trademark registrations and other valuable consideration the receipt and sufficiency of which is hereby confirmed (the "**Consideration**") by Purchaser, Seller hereby agrees to sell, assign, transfer, convey, set over and deliver to Purchaser, free and clear of all liens, claims and encumbrances, and Purchaser hereby agrees to purchase, accept and receive from Seller, all of Seller's rights in and to the Transferred Assets, such sale and transfer to occur at the Closing described in Section 3 below.

2. **Consideration.** In complete consideration and exchange for the sale by Seller of the Transferred Assets, free and clear of any and all liens, claims or encumbrances, at the Closing of the transaction contemplated hereby, Purchaser agrees to pay to Seller, and Seller agrees to accept from Purchaser, \$10.00 in cash and Purchaser agrees to assume from the date hereof and onward all future costs, expenses and liabilities in maintaining and protecting such trademarks and trademark registrations, including, but not limited to, those trademarks (if any) whose assignments are recorded/processed after the date hereof.

3. **Closing.** The consummation of the transaction contemplated hereby (the "**Closing**") shall occur on the date hereof. Seller agrees for a period of three years from the date hereof to deliver as soon as is reasonably practicable after receipt of a written request, any and all trademark assignments and other instruments of transfer that are required to transfer and convey all of Seller's right, title and interest in and to any and all other trademarks it holds.

4. **Transfer of Ownership of the Mark and other Transferred Assets.** For purposes of clarification, Seller's sole responsibility with respect to the sale and transfer of the Mark is to duly execute and deliver the Trademark Assignment and other instruments of conveyance described in Section 3(a) above effecting the transfer of the Transferred Assets free and clear of any and all liens, claims and encumbrances, but subject to its obligations to cooperate to better evidence such transfer if requested pursuant to Section 12 below. Subject to Seller's satisfaction of such obligations, Purchaser alone shall be responsible, at its own cost, for effecting the filing of the Trademark Assignment with the USPTO. Upon transfer of all or part of the assets constituting Transferred Assets at the Closing, Seller neither shall have nor shall Seller assert any further rights or interests in any of the Transferred Assets.

5. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Purchaser that:

(a) Seller is a corporation duly organized, existing and in good standing under the laws of Ontario;

(b) Seller is the sole and lawful owner of the Transferred Assets, free and clear of any and all liens, claims, charges and encumbrances other than those created by its execution and delivery of this Asset Transfer Agreement, and the Transferred Assets are freely transferable hereunder by Seller;

(c) there are no pending claims, actions, or judicial or other adversary

proceedings involving Seller that would or may adversely affect any of the Transferred Assets and, to the best knowledge of Seller, no such action or proceeding is threatened;

(d) the registrations of the trademarks held or owned by Seller are currently valid and subsisting and in full force and effect;

(e) there is no past due fee or payment owing in the U.S. Patent and Trademark Office or any other office, body or authority relating to the Transferred Assets.

6. Representations and Warranties of Purchaser and Slinger Rag.

(a) By Purchaser: Purchaser hereby represents and warrants to Seller that:

- (i) Purchaser is a corporation duly organized, existing and in good standing under the laws of Delaware;
- (ii) the execution, delivery and performance of this Agreement by Purchaser has been duly authorized by all required corporate action; and
- (iii) the execution, delivery and performance of this Agreement by Purchaser does not and will not violate or contravene the terms of any other agreement, undertaking or order to which Purchaser is a party or by which any of its assets are bound.

7. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Further Documents and Cooperation.** Each of the Parties agrees that it shall provide reasonable cooperation and execute, acknowledge and deliver, in a timely manner, any and all further agreements, documents and instruments that may be necessary or expedient to more fully effectuate the intent and purpose of this Agreement including, without limitation, any further documents needed to effectively transfer or vest title in Purchaser to Seller's rights in and to the Transferred Assets.

9. **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder or arising herefrom shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such State, without regard to its conflicts of law principles or the application of any other doctrine that might result in this Agreement being governed by or construed under the laws of any other jurisdiction. ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT IS HEREBY WAIVED. Each party hereby submits to the exclusive jurisdiction of the federal and New York State courts located in The City of New York (and appellate courts thereof) Borough of Manhattan in connection with any dispute related to this Agreement or any of the matters contemplated hereby or thereby and agrees that service of any process, summons, notice or document by registered mail addressed to it shall be effective service of process against it for any suit, action or proceeding relating to any such dispute. Each party irrevocably and unconditionally waives any objection to the laying of such venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

10. **Complete Agreement; Recital Paragraphs.** This Agreement, together with the Exhibits hereto, represents and memorializes the complete agreement and understanding among the Parties with respect to the subject matter hereof, merging and superseding any prior or contemporaneous communications, discussions, agreements or understandings, whether written or verbal, that the Parties may have had. No Party is relying upon any representation, warranty, promise or undertaking not expressly memorialized by this Agreement. Recital paragraphs A through E above are hereby incorporated by reference as if fully set forth herein, and such paragraphs constitute an integral part of this Agreement.

11. **Severability.** In the event that any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be illegal, void, inoperative or otherwise

unenforceable as to any person, entity or circumstance, no other provision hereof, nor the application of such provision to any other person, entity or circumstance, shall be affected thereby, and the balance of this Agreement shall remain in full force and effect as if such inoperative provision (as it relates to the person, entity or circumstance as to which it shall have been declared inoperative) had not been included herein.

12. **Counterparts.** This Agreement may be executed in several counterparts and each counterpart, when so executed and delivered, shall constitute an original instrument, but all such separate counterparts shall constitute but one and the same agreement.

**** EXECUTION PAGE FOLLOWS****

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Agreement as of the Effective Date first above written.

Seller:

SLINGER BAG CANADA INC.



By: _____

Name: Paul McKeown
Title: Director

Purchaser:

SLINGER BAG AMERICAS INC.



By: _____

Name: Mike Ballardie
Title: Chief Executive Officer

EXHIBIT A

Office	Mark	Serial Number	Registration Number	Owner
DGIP (Indonesia)	Slinger.	M0020201465081	IDM000869428	Slinger Bag Canada Inc.
DIP (Thailand)	Slinger.	190124969	221101411	Slinger Bag Canada Inc. (Thailand)
ILPO (Israel)	Slinger.	328241	328241	Slinger Bag Canada Inc. (USA)
INPI (Argentina)	Slinger.	3919268	3210706	Slinger Bag Canada Inc.
INPI (Brazil)	Slinger.	919493700	919493700	Slinger Bag Canada Inc.
IPA (Australia)	Slinger.	2008254	2008254	Slinger Bag Canada Inc. (USA)
IPONZ (New Zealand)	Slinger.	1120235	1120235	Slinger Bag Canada Inc. (USA)
IPOS (Singapore)	Slinger.	40201910210Q	40201910210Q	Slinger Bag Canada Inc. (USA)
Madrid (WIPO)	CONNEXA	1706038	1706038	Slinger Bag Canada Inc. (USA)
Madrid (WIPO)	WATCH PLAY LEARN	1707703	1707703	Slinger Bag Canada Inc. (USA)
Madrid (WIPO)	Slinger.	1465081	1465081	Slinger Bag Canada Inc. (USA)
Madrid (WIPO)	CHANGE THE GAME	1517060	1517060	Slinger Bag Canada Inc. (USA)
MyIPO (Malaysia)	Slinger.	TM2020009961	TM2020009961	Slinger Bag Canada Inc. (USA)
USPTO (USA)	SLINGER BAG	88179181	6158818	SLINGER BAG CANADA INC. (USA)
USPTO (USA)	TENNIS REINVENTED	90280869		SLINGER BAG CANADA INC. (USA)
USPTO (USA)	CHANGE THE GAME	88745024	6223455	SLINGER BAG CANADA INC. (USA)
USPTO (USA)	Slinger.	88013537	6053961	SLINGER BAG CANADA INC. (USA)
USPTO (USA)	SLINGER	90342648		SLINGER BAG CANADA INC. (USA)
USPTO (USA)	SLINGER SMARTBAG	90342658		SLINGER BAG CANADA INC. (USA)

EXHIBIT B

Office	Mark	Serial Number	Registration Number	Owner
USPTO (USA)	SLINGER BAG	88179181	6158818	SLINGER BAG CANADA INC. (USA)
USPTO (USA)	TENNIS REINVENTED	90280869		SLINGER BAG CANADA INC. (USA)
USPTO (USA)	CHANGE THE GAME	88745024	6223455	SLINGER BAG CANADA INC. (USA)
USPTO (USA)	Slinger.	86013537	6053961	SLINGER BAG CANADA INC. (USA)
USPTO (USA)	SLINGER	90342642		SLINGER BAG CANADA INC. (USA)
USPTO (USA)	SLINGER SMARTBAG	90342658		SLINGER BAG CANADA INC. (USA)
