

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment for Security - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Major League Hacking PBC Inc.		04/28/2023	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Cove Opportunity Lending, LLC		
Street Address:	1700 Montgomery Street, Suite 240		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5859092	LOCALHOST	
Registration Number:	5864471	LOCAL HACK DAY	
Registration Number:	4756006	MLH	
Serial Number:	97282391	MINOR LEAGUE HACKING	
Serial Number:	97059199	MLH MAJOR LEAGUE HACKING	
Serial Number:	97037115	MAJOR LEAGUE HACKING	
Registration Number:	5799476	TECHTOGETHER	
Registration Number:	6271799	MLH FELLOWSHIP	
Registration Number:	6271800	MLH FELLOWSHIP	
Registration Number:	6271802		
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		

CH \$265.00 5859092

ATTORNEY DOCKET NUMBER:	115972.01.0019
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	05/01/2023

Total Attachments: 4

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EXECUTION VERSION

ASSIGNMENT FOR SECURITY – TRADEMARKS

WHEREAS, Major League Hacking PBC Inc., a Delaware public benefit corporation (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of April 28, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Crescent Cove Opportunity Lending, LLC, a Delaware limited liability company in its capacity as administrative agent for itself and for the Lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

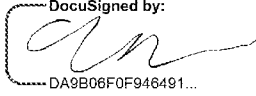
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows]



IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 28, 2023.

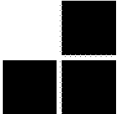
MAJOR LEAGUE HACKING PBC INC., a
Delaware public benefit corporation

By:  _____

Name: Michael Swift
Title: Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY – TRADEMARKS*Registered Trademarks*

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner/ Applicant
localhost	88113756	9/12/18	5859092	9/10/2019	Major League Hacking PBC Inc.
local hack day	88113779	9/12/18	5864471	09/17/2019	Major League Hacking PBC Inc.
MLH	86439789	10/30/14	4756006	6/16/15	Major League Hacking PBC Inc.
Minor League Hacking	97282391	2/24/2022	n/a	n/a	Major League Hacking PBC Inc.
	97059199	10/4/2021	n/a	n/a	Major League Hacking PBC Inc.
Major League Hacking	97037115	9/21/2021	n/a	n/a	Major League Hacking PBC Inc.
TechTogether	88223051	12/10/18	5799476	7/9/19	Major League Hacking PBC Inc.
MLH FELLOWSHIP	90052355	7/14/20	6271799	2/16/21	Major League Hacking PBC Inc.
	90052363	7/14/20	6271800	2/16/21	Major League Hacking PBC Inc.

	90052375	7/14/20	6271802	2/16/21	Major League Hacking PBC Inc.
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