

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Major League Hacking PBC Inc.		10/10/2019	Public Benefit Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Cove Capital II, LP		
Street Address:	530 Bush Street		
Internal Address:	Suite 703		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88113756	LOCALHOST	
Serial Number:	88113779	LOCAL HACK DAY	
Serial Number:	86439789	MLH	
Serial Number:	86383096	MINOR LEAGUE HACKING	
Serial Number:	86383176	HACKCON	
Serial Number:	86383273	MLH MAJOR LEAGUE HACKING	
Serial Number:	86302255	MAJOR LEAGUE HACKING	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3538		
Email:	allen.rose@kattenlaw.com		
Correspondent Name:	Katten Muchin Rosenmann LLP / Allen Rose		
Address Line 1:	2900 K Street NW		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, D.C. 20007		
ATTORNEY DOCKET NUMBER:	391708-00006		

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NAME OF SUBMITTER:	Allen Rose
SIGNATURE:	/allen rose/
DATE SIGNED:	10/16/2019
Total Attachments: 3 source=assignment for security in trademarks executed 2019#page1.tif source=assignment for security in trademarks executed 2019#page2.tif source=assignment for security in trademarks executed 2019#page3.tif	

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 October 10, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Crescent Cove Capital II, LP, a Cayman Islands exempted limited partnership, 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of **October 10, 2019**.

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

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner/ Applicant
localhost	88113756	9/12/18	N/A	N/A	Major League Hacking PBC, Inc.
local hack day	88113779	9/12/18	N/A	N/A	Major League Hacking PBC, Inc.
MLH	86439789	10/30/14	4756006	6/16/15	Major League Hacking PBC, Inc.
Minor League Hacking	86383096	9/2/14	468824	2/17/15	Major League Hacking PBC, Inc.
HACKCON	86383176	9/2/14	4766156	6/30/15	Major League Hacking PBC, Inc.
	86383273	9/2/14	4688826	2/17/15	Major League Hacking PBC, Inc.
Major League Hacking	86302255	6/6/14	681228	2/3/15	Major League Hacking PBC, Inc.