

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TechTogether, Inc.		03/11/2022	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Major League Hacking PBC Inc.		
Street Address:	149 EAST 23RD STREET, PO BOX 438		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10159		
Entity Type:	Public Benefit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5799476	TECHTOGETHER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8184428416		
Email:	bobby@rkweinbergerlaw.com		
Correspondent Name:	Robert Weinberger		
Address Line 1:	1340 E. 6th Street		
Address Line 2:	Suite 603		
Address Line 4:	Los Angeles, CALIFORNIA 90021		
NAME OF SUBMITTER:	Robert Weinberger		
SIGNATURE:	/Robert Weinberger/		
DATE SIGNED:	04/05/2023		
Total Attachments: 5			
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OP \$40.00 5799476

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment"), dated as of March 11, 2022, is made by TechTogether, Inc., a Massachusetts non-profit corporation ("Seller"), in favor of Major League Hacking PBC Inc., a Delaware public benefit corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller and the Core Employee, dated as of March 11, 2022 (the "Purchase Agreement"). All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement.

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A to the Purchase Agreement, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer all right, title, and interest in and to the Marks to Buyer; and

WHEREAS, the parties wish herein to memorialize said assignment, transfer, and sale of Seller's right, title, and interest in and to the Marks to Buyer.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Seller hereby sells, assigns, transfers, and conveys to Buyer, its successors and assigns, all right, title, and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. Seller agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney, or other documentation) and to do such other acts as may be necessary or reasonably requested by Buyer to vest full title in and to the Marks in Buyer or which may be necessary to obtain, renew, issue or enforce the Marks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties.
3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify, or expand any provision of the Purchase Agreement.
4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and

the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the parties. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.


5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of Delaware.

6. No waiver, modification, or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]


IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

SELLER

By: 
Name: Nicole Gilmore
Title: TechTogether Board Member
Address: 82 Wendell Ave Ste 100
Pittsfield, MA 01201

AGREED TO AND ACCEPTED:

BUYER

By: 
Name: Michael Swift
Title: CEO & Co-Founder
Address: 149 East 23rd Street, P.O. 438,
New York, NY 10159
United States

Record of Signing

For Major League Hacking PBC Inc
Name Michael Swift
Title CEO & Co-Founder



Signed on 2022-03-03 23:40:46 GMT

Secured by Concord™
DocumentID: M1A0NT5uYT.png
SigningID: MDSBZuF8M3v1VW
Signing date: 03/03/22
IP Address: 96.7.201.124
Email: s-swift@majorleaguehacking.com



Signed with www.concordnow.com

TRADEMARK
REEL: 008034 FRAME: 0588

SCHEDULE A

List of Acquired Assets

<u>Asset Type</u>	<u>Description</u>	<u>Note(s)</u>
Computer Code	TechTogether Website(s) Code, Discord Bot Code	
SaaS Accounts	Cloudflare, Eventbrite, Slack GitHub, Zapier, Typeform, MailerLite, Hubspot, Google Suite, LastPass	<i>Including all emails, documents, and training materials within.</i> Backup copy to be retained in archive by TechTogether for recordkeeping purposes pursuant to applicable law
Data	Opted-in MailerLite Data, TechTogether Google Drive Data, National Resume Database, Local Resume Database, Chapter Contact List, 2018-2021 Hacker Database, PreHacks Data, Eventbrite Data, Typeform Data, Marketing Contacts, Slack Data, HubSpot Sales Data, Sales Contacts	
Website Domain	<u>techtogether.io</u>	
Social Media Account(s)	TechTogether, TechTogether: Boston, TechTogether: New York, TechTogether: Seattle, TechTogether: Atlanta, TechTogether: Chicago Social Media, TechTogether: Miami Social Media	<i>Instagram, Twitter, Facebook, LinkedIn, TikTok, Medium, & Youtube</i>
Agreements	All Volunteer Agreements	Backup copy to be retained by TechTogether for recordkeeping purposes pursuant to applicable law
Trademarks & Brands	TechTogether Trademark Registration & Brand Assets, TechTogether Boston Brand, TechTogether New York Brand, TechTogether Seattle Brand, TechTogether Atlanta Brand, TechTogether Chicago Brand, TechTogether Miami Brand, TechTogether Chapter Program Brand, Technology Equity Coalition Brand, Steminist Brand	
Physical Materials	Blue Steminist Sweatshirt Inventory, TechTogether Atlanta Sweatshirt Inventory, Pink Steminist Sweatshirt Inventory, Byte Stickers Inventory, TechTogether Logo Stickers Inventory, TechTogether Totes Inventory, Envelopes Inventory, TTNY Byte Subway Pins Inventory, Byte Harry Potter Stickers Inventory, PreHacks Stickers Inventory, Stamp Sheet Inventory, Google Nest Mini Inventory, TechTogether Table Cloth Inventory, Daydream View Inventory, SheHacks Hacker T-Shirt Inventory, TechTogether Organizer Postcards Inventory	

Below is the specific trademark from Schedule A to be recorded as assigned to Major League Hacking PBC Inc.

Mark	App. No.	App. Date	Reg. No.	Reg. Date
TechTogether	88223051	12/10/18	5799476	7/9/19