

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **May 29, 2026**

**Brag House Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**001-42525**

(Commission File Number)

**87-4032622**

(IRS Employer  
Identification Number)

**45 Park Street, Montclair, NJ**

(Address of Principal Executive Offices)

**07042**

(Zip Code)

**(413) 398-2845**

(Registrant's telephone number, including area code)

**N/A**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.0001	TBH	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### Item 1.01 Entry into a Material Definitive Agreement.

On June 1, 2026, Brag House Holdings, Inc. (the “Company”) entered into an Amendment No. 2 to Convertible Promissory Note (the “Amendment”), by and among the Company, House of Doge, Inc. (“House of Doge” and, collectively with the Company, the “Issuers”), and YA II PN, Ltd (the “Holder”), which amended that certain Promissory Note (the “Promissory Note”) by and among the Company, House of Doge and the Holder, dated December 4, 2025, as amended by Amendment No. 1 dated March 20, 2026.

Pursuant to the Amendment, the Issuer and the Holder agreed to extend the maturity date of the Promissory Note from June 1, 2026 to July 31, 2026. As a condition to the effectiveness of the Amendment, the Issuers agreed (i) to pay to the Holder \$100,000 as consideration of the extension of the maturity date, (ii) to pay to the Holder \$200,000 towards the outstanding balance of the Promissory Note and (iii) to deposit 9,000,000 shares in CleanCore Solutions (the “ZONE Shares”) held by Dogecoin Ventures, Inc. (“Dogecoin Ventures”) with Revere Securities LLC (the “Securities Intermediary”), in accordance with which Dogecoin Ventures has instructed the Securities Intermediary to direct any consideration received as compensation for sales or trades of the ZONE Shares to the Holder as payment under the obligations of the Promissory Note.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and which is incorporated herein by reference.

### Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On May 29, 2026, the Company filed a certificate of amendment to the Company’s Certificate of Incorporation (the “Certificate of Amendment”), with the Secretary of State of the State of Delaware to effect a 1-for-8 reverse stock split of the shares of the Company’s common stock, par value \$0.0001 per share (“Common Stock”), effective as of 5:00 a.m., Eastern Time, on June 1, 2026 (the “Reverse Stock Split”). The Common Stock began trading on a post-split basis on the Nasdaq Capital Market as of the open of trading on June 1, 2026. The ticker symbol for the Common Stock remains “TBH.”

As previously disclosed, at the Special Meeting of Stockholders held on April 7, 2026 (the “Special Meeting”), the Company’s stockholders approved the Certificate of Amendment and authorized the Board of Directors of the Company (the “Board”) to determine the ratio of the reverse stock split within a specified range of 1-for-5 and 1-for-50. Following the Special Meeting, the Board determined to effect the Reverse Stock Split at a ratio of 1-for-8.

As a result of the Reverse Stock Split, every 8 shares of the Company’s issued and outstanding Common Stock was automatically combined, converted and changed into one share of Common Stock, without any change in the number of authorized shares or the par value per share. No fractional shares will be issued as a result of the Reverse Stock Split. Stockholders who otherwise would be entitled to receive a fractional share in connection with the Reverse Stock Split will receive a cash payment in lieu thereof.

Based upon the Reverse Stock Split ratio, proportionate adjustments will be made to the number of shares of Common Stock issuable upon the exercise or conversion of outstanding promissory notes and equity plans, as applicable. The number of shares reserved for issuance pursuant to these securities will be reduced proportionately based upon the Reverse Stock Split ratio.

VStock Transfer, LLC is acting as paying agent for the Reverse Stock Split and will adjust registered stockholders’ book-entry accounts to reflect the applicable ratio automatically. Stockholders owning shares via a broker or other nominee will have their positions automatically adjusted to reflect the Reverse Stock Split, subject to the brokers’ particular processes, and generally will not be required to take any action.

The new CUSIP number for the Company’s Common Stock following the Reverse Stock Split is 104813308.

The foregoing description of the Certificate of Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Amendment, which is filed as Exhibit 3.1 to this report and incorporated by reference herein.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
3.1	<a href="#">Certificate of Amendment to the Certificate of Incorporation of Brag House Holdings, Inc.</a>
10.1	<a href="#">Amendment No. 2 to Convertible Promissory Note</a>
104	Cover Page Interactive Data File (embedded with the Inline XBRL document).

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunder duly authorized.

**BRAG HOUSE HOLDINGS, INC.**

Dated: June 4, 2026

By: /s/ Lavell Juan Malloy, II  
Lavell Juan Malloy, II  
Chief Executive Officer

**CERTIFICATE OF AMENDMENT TO THE  
CERTIFICATE OF INCORPORATION OF  
BRAG HOUSE HOLDINGS, INC.**

Brag House Holdings, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

FIRST: That the Corporation's Certificate of Incorporation, as amended, is hereby amended by adding the following paragraph after the first paragraph of Section 4 thereof:

As of 5:30am ET on June 1, 2026 (the "Reverse Split Effective Time") pursuant to the Delaware General Corporation Law of this Certificate of Amendment to the Certificate of Incorporation of the Corporation, each 8 shares of the Corporation's common stock, par value of \$0.0001 per share (the "Common Stock"), issued and outstanding and held of record by each stockholder of the Corporation or issued and held by the Corporation in treasury immediately prior to the Reverse Split Effective Time ("Old Common Stock") shall, automatically and without any action by the holder thereof, be combined into one (1) validly issued, fully paid and nonassessable share of Common Stock ("New Common Stock", with no corresponding reduction in the number of authorized shares of Common Stock (the "Reverse Split"). No fractional shares of New Common Stock will be issued in connection with the Reverse Split. If, upon aggregating all of the shares of New Common Stock held by a holder of New Common Stock immediately following the Reverse Split such holder would otherwise be entitled to a fractional share of New Common Stock, the Corporation shall pay in cash (without interest) to each such holder an amount equal to such fraction multiplied by the average of the closing sales prices of a share of Old Common Stock on the Nasdaq Capital Market during regular trading hours for the five consecutive trading days immediately preceding the date of the Reverse Split Effective Time (with such average closing sales prices proportionately adjusted to give effect to the Reverse Split). Each holder of record of a certificate or certificates, if any, representing one or more shares of the Old Common Stock shall be entitled to receive as soon as practicable following the Reverse Split Effective Time, upon surrender of such certificate, a certificate or certificates representing the whole number of shares of New Common Stock to which such holder shall be entitled pursuant to the Reverse Split as well as cash in lieu of any fractional shares of New Common Stock to which such holder may be entitled. Any certificate representing one or more shares of the Old Common Stock not so surrendered shall from and after the Reverse Split Effective Time, automatically and without the necessity of presenting the same for exchange, be deemed to represent that number of whole shares of the New Common Stock into which the shares of the Old Common Stock previously represented by such certificate have been combined (as well as the right to receive cash in lieu of fractional shares of New Common Stock after the Reverse Split Effective Time upon the surrender thereof)."

SECOND: The Board of Directors of the Corporation, acting in accordance with the provisions of Section 242 of the DGCL, adopted resolutions authorizing and approving this Certificate of Amendment. Thereafter, this Certificate of Amendment was submitted to the stockholders of the Corporation for their approval, and was duly adopted in accordance with the provisions of Section 242 of the DGCL.

THIRD: This Certificate of Amendment to the Certificate of Incorporation shall be effective upon filing with the Delaware Secretary of State.

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IN WITNESS WHEREOF, BRAG HOUSE HOLDINGS, INC. has caused this Certificate to be executed by its duly authorized officer on this 29th day of May, 2026.

**BRAG HOUSE HOLDINGS, INC.**

By: /s/ Lavell Juan Malloy, II

Name: Lavell Juan Malloy, II

Title: President and Chief Executive Officer

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## AMENDMENT NO. 2 TO CONVERTIBLE PROMISSORY NOTE

This AMENDMENT NO. 2 TO CONVERTIBLE PROMISSORY NOTE (this "Amendment") to the Convertible Promissory Note dated December 4, 2025, as amended by that certain Amendment No. 1 to Convertible Promissory Note dated as of March 20, 2026 (as so amended, the "Note"), is dated effective as of June 1, 2026, by and among Brag House Holdings, Inc., a Delaware corporation ("Brag House"), House of Doge Inc., a Texas corporation ("House of Doge," and together with Brag House, the "Issuers"), and YA II PN, LTD., a Cayman Islands exempted limited partnership (the "Holder," and together with the Issuers, the "Parties").

**RECITALS**

WHEREAS, the Issuers, jointly and severally, issued the Note in favor of the Holder in the aggregate original principal amount of up to \$11,000,000;

WHEREAS, on March 20, 2026, the Parties entered into Amendment No. 1 to Convertible Promissory Note (the "First Amendment"), which, among other things, extended the Maturity Date to June 1, 2026 and reduced the aggregate principal amount available for advance under the Note to \$3,850,000;

WHEREAS, the Parties now desire to further amend the Note to, among other things, extend the Maturity Date by an additional sixty (60) days and to provide for certain payments to be made by the Issuers to the Holder in connection with such extension; and

WHEREAS, the Parties have agreed to amend the Note as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the Parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, agree as follows:

**AGREEMENT**

- 1. Recitals.** The recitations set forth in the preamble of this Amendment are true and correct and incorporated herein by this reference.
  - 2. Capitalized Terms.** All capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Note (as amended by the First Amendment), except as otherwise specifically set forth herein.
  - 3. Conflicts.** In the event of any conflict or ambiguity by and between the terms and provisions of this Amendment and the terms and provisions of the Note (as amended by the First Amendment), the terms and provisions of this Amendment shall control, but only to the extent of any such conflict or ambiguity.
  - 4. Extension of Maturity Date.** The Maturity Date of the Note is hereby amended and extended from June 1, 2026 to July 31, 2026. All references in the Note and the First Amendment to the "Maturity Date" shall be deemed to refer to July 31, 2026.
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**5. Payment Upon Execution.** As a condition to the effectiveness of this Amendment, simultaneously with the execution and delivery of this Amendment, the Issuers shall pay to the Holder (i) an amount equal to One Hundred Thousand Dollars (\$100,000), which payment shall be in consideration of the extension set forth herein and other costs and expenses incurred by the Holder in connection with the Note, and (ii) an additional amount equal to Two Hundred Thousand Dollars (\$200,000) (the collectively, the “Execution Date Payments”) which payment shall be applied to reduce the outstanding balance of the Note.

**6. Covenants Regarding ClearCore Solutions, Inc. Stock.** The Parties acknowledge and agree that as of the date hereof, the 9,000,000 shares of Class B Common Stock of CleanCore Solutions, Inc. (“ZONE Shares”) in the name of Dogecoin Ventures, Inc. (“Dogecoin Ventures”) have been deposited into a securities account with Revere Securities LLC (“Securities Intermediary”), and Dogecoin Ventures has provided a power of attorney to the Securities Intermediary to act on its behalf in connection with the delivery of any proceeds from the sale of ZONE Shares to the Holder in order to satisfy the obligations under the Note. For any and all sales or trades of any of the ZONE Shares, the Issuers shall take all steps necessary to promptly cause the consideration received (net only of customary brokerage commissions) to be immediately transferred to the Holder for payment of the obligations under the Note.

**7. Not a Novation.** This Amendment is a modification of the Note only and not a novation. Except as expressly modified hereby, all of the terms, conditions, covenants and other provisions of the Note and the First Amendment shall remain in full force and effect and are hereby ratified and confirmed in all respects.

**8. Effect on Transaction Documents.** The Amendment shall become effective on the date (such date, the “Effective Date”) when Holder receives a duly executed signature page from an authorized officer of each Issuer, the Holder signs this Amendment, and the Holder received the Execution Date Payments. On and after the Effective Date, each reference in the Note and the other Transaction Documents to the Note shall mean and be a reference to the Note as amended by this Amendment. This Amendment shall be deemed a “Transaction Document” as defined in the Note.

**9. Joint and Several Liability.** The obligations of the Issuers under this Amendment, including without limitation the obligation to make the Execution Date Payments, shall be joint and several.

**10. Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

**11. Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission (including by .pdf format) shall be equally effective as delivery of a manually executed counterpart.

**12. Entire Agreement.** This Amendment, together with the Note, the First Amendment, and the other Transaction Documents, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, contracts and writings with respect to the subject matter hereof. Except as expressly amended by this Amendment, all the terms and provisions of the Note are hereby ratified and affirmed in all respects.

**13. Representations and Warranties.** The Issuers hereby represent and warrant that (a) this Amendment is the legal, valid and binding obligation of such Issuer, enforceable against the Issuer in accordance with its terms, (b) no breach, default, Event of Default or, to the Issuer’s knowledge, a potential breach, default or Event of Default shall have occurred and be continuing and (c) the representations and warranties set forth in the Note and in the other Transaction Documents are true and correct in all respects on and as of the Effective Date with the same force and effect as if made on and as of the Effective Date (except to the extent that any such representation or warranty expressly relates to an earlier date, in which case, such representation or warranty shall be true and correct in all material respects as of such earlier date).

[Remainder of this page left blank intentionally; signature page(s) follow(s)]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the day and year first above written.

ISSUERS:

BRAG HOUSE HOLDINGS, INC.

By: /s/ Laveil Juan Malloy, II  
Name: Laveil Juan Malloy, II  
Title: Chief Executive Officer

HOUSE OF DOGE INC.

By: /s/ Marco Margiotta  
Name: Marco Margiotta  
Title: Chief Executive Officer

**HOLDER:**

YA II PN, LTD.

By: Yorkville Advisors Global, LP  
Its: Investment Manager

By: Yorkville Advisors Global II, LLC  
Its: General Partner

By: /s/ Matt Beckman  
Name: Matt Beckman  
Title: Manager

[Signature Page to Amendment No. 2 to Convertible Promissory Note]