

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 11, 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 No.)

**45 Park Street,
Montclair, NJ 07042**

(Address of principal executive offices)

Registrant's telephone number, including area code: **(413) 398-2845**

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, \$0.0001 par value	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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

As previously disclosed, Brag House Holdings, Inc. (the "Company") has entered into a Merger Agreement, dated as of October 12, 2025, by and among the Company, Brag House Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and House of Doge Inc., a Texas corporation ("House of Doge"), as amended pursuant to Amendment No. 1 thereto dated as of November 26, 2025, Amendment No 2. thereto dated as of February 2, 2026, and Amendment No. 3 thereto dated as of March 26, 2026 (the "Merger Agreement"), pursuant to which, among other things, Merger Sub will merge with and into House of Doge (the "Merger"), with House of Doge surviving the Merger as a wholly owned subsidiary of the Company.

On May 11, 2026, the parties entered into Amendment No. 4 to the Merger Agreement (the "Amendment"). The Amendment extends the date after which either the Company or House of Doge can terminate the Merger Agreement if the transactions contemplated thereby have not been consummated to June 30, 2026.

The foregoing summary of the terms of the Amendment is subject to, and qualified in its entirety by, the full text of the Amendment, which is filed as Exhibit 2.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
2.1	Amendment No. 4 to Merger Agreement by and among Brag House Holdings, Inc., Brag House Merger Sub, Inc. and House of Doge Inc., dated as of May 11, 2026.
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 hereunto duly authorized.

Date: May 15, 2026

BRAG HOUSE HOLDINGS, INC.

By: /s/ Lavell Juan Malloy, II

Name: Lavell Juan Malloy, II

Title: Chief Executive Officer

**AMENDMENT NO. 4
TO MERGER AGREEMENT
BY AND AMONG
BRAG HOUSE HOLDINGS, INC.,
BRAG HOUSE MERGER SUB, INC.
AND
HOUSE OF DOGE INC.**

THIS AMENDMENT NO. 4 TO MERGER AGREEMENT (the "Amendment"), dated as of May 11, 2026, is by and among Brag House Holdings, Inc., a Delaware corporation ("Purchaser"), Brag House Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and House of Doge Inc., a Texas corporation (the "Company"). Each of the foregoing entities may be referred to hereinafter as a "Party" and, collectively, as the "Parties."

Capitalized terms used herein but not otherwise defined shall have the respective meanings attributed to them in that certain Merger Agreement, dated as of October 12, 2025, as amended by Amendment No. 1 to Merger Agreement dated November 26, 2025, Amendment No. 2 to Merger Agreement dated February 2, 2026, and Amendment No. 3 to Merger Agreement dated March 26, 2026, by and among the Parties (the "Merger Agreement").

RECITALS

WHEREAS, the Parties are all of the parties to the Merger Agreement, pursuant to which it is anticipated that, among other things, Merger Sub will merge with and into the Company, with the Company being the surviving corporation in the Merger, and, after giving effect to the Merger, the Company will become a wholly-owned subsidiary of Purchaser as set forth in the Merger Agreement;

WHEREAS, the Parties wish to hereby amend certain provisions of the Merger Agreement on the terms and conditions set forth in this Amendment; and

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

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

AMENDMENT OF CERTAIN PROVISIONS OF MERGER AGREEMENT

1. Amendment of Section 9.2(a): The date "May 29, 2026" as set forth in Section 9.2(a) of the Merger Agreement shall be removed and replaced with the date "June 30, 2026."

MISCELLANEOUS

1. Assignment; Successors and Assigns. This Amendment may not be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Party. Any attempted assignment of this Amendment not in accordance with the terms of this section shall be void. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

2. Entire Agreement. This Amendment (together with the Merger Agreement) constitutes the entire agreement among the Parties with respect to the matters amended hereby and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to such matters. Except as amended hereby, the Merger Agreement shall remain in full effect.

3. Severability. Wherever possible, each provision of this Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by, illegal, invalid or unenforceable under applicable law, such provision or provisions shall be ineffective only to the extent of such prohibition, illegality, invalidity or unenforceability, without invalidating the remainder of this Amendment.

4. Titles. Titles and headings herein are solely for the convenience of the parties and are without substantive legal meaning. This Amendment may only be amended or modified by a writing signed by the Parties. Neither this Amendment nor any uncertainty or ambiguity herein shall be construed or resolved against any Party, whether under any rule of construction or otherwise.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. Delivery of an executed counterpart of a signature page to this Amendment by e-mail, pdf., docusign or scanned pages, shall be effective as delivery of a manually executed counterpart to this Amendment.

6. Governing Law; Jurisdiction. This Amendment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with Section 10.14 of the Merger Agreement.

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

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the undersigned as of the date first written above.

PURCHASER:

BRAG HOUSE HOLDINGS, INC.

By: _____
Lavell Juan Malloy, II, Chief Executive Officer

MERGER SUB:

BRAG HOUSE MERGER SUB, INC.

By: _____
Daniel Leibovich, President

COMPANY:

HOUSE OF DOGE INC.

By: _____
Marco Margiotta, Chief Executive Officer

[Signature page to Amendment No. 4 to Merger Agreement]