

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): April 14, 2014

MARATHON PATENT GROUP, INC.

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or other jurisdiction
of incorporation)

000-54652

(Commission File Number)

01-0949984

(IRS Employer Identification No.)

2331 Mill Road, Suite 100
Alexandria, VA

(Address of principal executive offices)

22314

(Zip Code)

Registrant's telephone number, including area code: (703) 232-1701

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

Copies to:

Harvey J. Kesner, Esq.
61 Broadway, 32nd Floor
New York, New York 10006
Telephone: (212) 930-9700

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))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

The information set forth in Item 5.02 is incorporated by reference into this Item 1.01.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

The information set forth in Item 5.02 is incorporated by reference into this Item 3.02.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

Departure of Director

On April 14, 2014, Mr. Craig Nard tendered, and on April 15, 2014, the board of directors (the “Board”) of Marathon Patent Group, Inc. (the “Company”) accepted, his resignation from his position as a member of the Board. The resignation is not in connection with any known disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

Election of New Director

On April 15, 2014 the Board appointed Mr. Edward Kovalik to fill the vacancy created by the resignation of Mr. Nard. The Board has determined that Mr. Kovalik qualifies as an independent director under the rules of the NASDAQ Stock Market LLC.

There is no family relationship between Mr. Kovalik and any of our other officers and directors. There are no understandings or arrangements between Mr. Kovalik and any other person pursuant to which Mr. Kovalik was appointed as director.

Edward Kovalik

Edward Kovalik is the Chief Executive Officer and Managing Partner of KLR Group, which he co-founded in the spring of 2012. KLR Group is an investment bank specializing in the Energy sector. Ed manages the firm and focuses on structuring customized financing solutions for the firm’s clients. He has over 16 years of experience in the financial services industry. Prior to founding KLR, Ed was Head of Capital Markets at Rodman & Renshaw, and headed Rodman’s Energy Investment Banking team. Prior to Rodman, from 1999 to 2002, Ed was a Vice President at Ladenburg Thalmann & Co, where he focused on private placement transactions for public companies. Ed serves as a director on the board of River Bend Oil and Gas.

Grant of Stock Options

Pursuant to the terms of the Independent Director Agreement between the Company and Mr. Kovalik dated April 14, 2014 (the “Kovalik Agreement”), the Board approved the issuance of options to purchase 10,000 shares of the Company’s common stock pursuant to the Company’s 2012 Equity Incentive Plan (the “Plan”), with an exercise price equal to the closing price of the Company’s common stock on April 15, 2014, which was \$6.59 per share. The options granted to Mr. Kovalik have an expiration date of April 15, 2019 and will vest pro rata on a monthly basis over a twelve month period commencing April 15, 2014 provided that Mr. Kovalik remains a member of the Board on a continuous basis through each vesting date.

The foregoing description of the principal terms of the Kovalik Agreement is a general description only, does not purport to be complete, and is qualified in its entirety by reference to the terms of the Kovalik Agreement attached hereto as Exhibit 10.1, which is incorporated herein by this reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

The exhibit listed in the following Exhibit Index is filed as part of this Current Report on Form 8-K.

Exhibit No. Description

10.1 Independent Director Agreement between the Company and Edward Kovalik dated April 14, 2014

99.1 Resignation Letter of Mr. Nard dated April 14, 2014

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 thereunto duly authorized.

Date: April 18, 2014

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall

Name: Doug Croxall

Title: Chief Executive Officer

INDEPENDENT DIRECTOR AGREEMENT

INDEPENDENT DIRECTOR AGREEMENT (this “*Agreement*”) made as of the 14th day of April 2014 by and between Marathon Patent Group, Inc., a Nevada corporation (the “*Company*”) and Edward Kovalik (“*Nominee*”).

WHEREAS, the Company desires to attract and retain directors who will consent to serve on the Board of Directors of the Company (the “*Board*”); and

WHEREAS, the Company believes that Nominee possesses valuable qualifications and abilities to serve on the Company’s Board.

NOW, THEREFORE, the parties agree as follows:

1. Service to the Board.

(a) Service as a Director. Nominee consents to serve as a member of the Board of Directors of the Company if elected or appointed and, upon appointment or election to the Board of the Company, to serve as a member of the Board of the Company.

Nominee agrees that upon appointment or election he will dutifully perform his responsibilities as a director in good faith, in accordance with applicable law, and in accordance with the Certificate of Incorporation, bylaws and other policy and procedures applicable to such service. Upon appointment to the Board of the Company, Nominee shall resign from the Board of Directors of the Company, upon the request of the Chairman of the Board or Chief Executive.

Nominee understands that this Agreement does not constitute an offer to serve as a director of the Company, or as an employee, or in any other capacity and that appointment shall only occur by vote of the board of directors or shareholders of the Company. Nominee understands and agrees that if the Company offers Nominee employment, the Company will request a background check consisting of a criminal history and other background checks to be used solely for employment-related purposes and understands an offer and any position will be contingent on the receipt and evaluation of the background check report. I have provided my social security number and date of birth to permit a background check to be performed. If appointed to any position with the Company, I understand my consent will apply throughout my tenure to the extent permitted by law. I consent to the release of criminal, history and other reports to the Company.

(b) Service on Committees. Nominee will serve on the following committees and in the capacities stated:

	Member	Chairperson
Audit Committee	X	----
Compensation Committee	X	X

To the extent Nominee serves as Audit Committee Chairperson, Nominee represents that Nominee possesses the necessary skills and experience by which he is qualified to serve as a qualified financial expert for purposes of such position, and before the United States Securities and Exchange Commission (“*SEC*”).



2. Compensation and Expenses. [TO BE REVISED TO REFLECT THE TERMS OF THE OFFER LETTER]

(a) Compensation. The Company agrees to adopt or has adopted compensation plans for directors applicable to Nominee, in the event Nominee becomes a director, as follows:

- Options to purchase up to an aggregate of 100,000 shares of common stock of the Company, with a strike price based on the closing price of the Company's common stock on the date of your appointment as reported by the OTC Bulletin Board, which shall vest as follows: 33% the first anniversary hereof; 33% on the second anniversary and 34% on the third anniversary, and shall be subject to the Company's stock plan as in effect from time to time, including any clawback and termination provisions therein.

(b) Expenses. The Company shall reimburse Nominee for all reasonable and necessary out-of-pocket expenses, including travel, incurred in connection with the performance of Nominee's duties as a director on behalf of the Company ("**Expenses**"), upon submission of adequate documentation therefor.

(c) Insurance. The Company presently maintains a policy of directors' and officers' insurance coverage with a liability limit of \$3,000,000 ("**D&O Insurance**"). In the event any notice of termination or significant change in coverage or terms of D&O Insurance are received by the Company, prompt written notice shall be provided Nominee for so long as he serves as a director of the Company and during any subsequent period during which Nominee may be entitled to the benefit of such D&O Insurance.

3. Confidentiality. Nominee acknowledges that Director shall be obtaining access to certain confidential information concerning the Company and its plans and affairs, including, but not limited to, business methods, systems, scheduling, financial data, intellectual property and strategic plans which are unique assets ("**Confidential Information**"). Nominee covenants and agrees to not, directly or indirectly, in any manner, utilize or disclose to any person, firm or entity, such Confidential Information.

4. Termination. This Agreement shall terminate upon resignation or removal of Nominee as a director of the Company, provided that any provision of this Agreement not capable of performance prior to termination shall survive, shall survive such termination for the period necessary for performance.

5. Assignment. The duties and obligations of Nominee under this Agreement are personal and therefore Nominee may not assign any right or duty under this Agreement without the prior written consent of the Company.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument. Facsimile execution and delivery of this Agreement is legal, valid and binding for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and signed as of the day and year first above written.

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall

Name: Doug Croxall

Title: Chief Executive Officer

NOMINEE:

/s/ Edward Kovalik

Name: Edward Kovalik

RESIGNATION

I, Craig Nard, hereby resign from the board of directors of Marathon Patent Group, Inc., effective immediately.

Dated: April 14, 2014

/s/ Craig Nard

