
**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): September 5, 2017 (August 30, 2017)

MARATHON PATENT GROUP, INC.

(Exact Name of Registrant as Specified in Charter)

Nevada	001-36555	01-0949984
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
11100 Santa Monica Blvd., Ste. 380 Los Angeles, CA		90025
(Address of principal executive offices)		(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.
Sichenzia Ross Ference Kesner LLP
1185 Avenue of the Americas, 37th Floor
New York, New York 10036
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))

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 Material Definitive Agreements

On August 30, 2017, Marathon Patent Group, Inc., (the “Company”) entered into an Amended and Restated Retention Agreement with Doug Croxall (the “Amended and Restated Agreement”) amending the Retention Agreement dated August 22, 2017. Under the Amended and Restated Agreement: (i) the Company’s agreement to reimburse COBRA payments was eliminated and (ii) the award to Mr. Croxall effective upon the approval by shareholders of the Company’s 2017 Equity Incentive Plan was reduced to 2,800,000 shares and 200,000 shares allotted for issuance to the Company’s Chief Financial Officer. In addition, upon award of the shares to Mr. Croxall, the shares will be subject to a vesting schedule under which such shares are issued but vest in equal monthly increments 30 days after issuance, and on each 30 day anniversary thereafter, subject to cancellation in the event of resignation or termination of Mr. Croxall for cause, as defined in the Amended and Restated Agreement and which vesting shall fully accelerate upon a change of control. The foregoing description of the terms of the Retention Agreement is qualified in its entirety by reference to the full text of the Amended and Restated Retention Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K.

On August 30, 2017, the Company entered into a Retention Agreement with Francis Knuettel II, the Company’s Chief Financial Officer (the “Knuettel Retention Agreement”), pursuant to which the existing employment agreement between Mr. Knuettel and the Company was terminated. Under the Knuettel Retention Agreement, Mr. Knuettel shall continue to serve as Chief Financial Officer until such time as provided in the Retention Agreement, unless earlier terminated in accordance with the Knuettel Retention Agreement. Pursuant to the Knuettel Retention Agreement, Mr. Knuettel shall be entitled to receive: (i) a monthly consulting fee in the amount of \$15,000 for a period of six (6) months commencing on October 1, 2017, (ii) 200,000 shares of restricted common stock of the Company, subject to shareholder approval of the Company’s 2017 Equity Incentive Plan, and (iii) medical and other insurance benefits through the end of March 2018. Mr. Knuettel is not entitled to any severance or other payment upon a change of control. The foregoing description of the terms of the Knuettel Retention Agreement is qualified in its entirety by reference to the full text of the Knuettel Retention Agreement filed as Exhibit 10.2 to this Current Report on Form 8-K.

On August 30, 2017, the Company entered into a revised employment Agreement with James Crawford, the Company’s Chief Operating Officer (the “Crawford Agreement”) pursuant to which the existing employment agreement between Mr. Crawford and the Company was terminated. Under the Crawford Agreement, Mr. Crawford shall continue to serve as the Chief Operating Officer on an at will basis. Pursuant to the Crawford Agreement, Mr. Crawford shall be entitled to receive monthly compensation in the amount of \$7,500 until termination. Mr. Crawford is not entitled to any severance or other payment upon a change of control. The foregoing description of the terms of the Crawford Agreement is qualified in its entirety by reference to the full text of the Crawford Agreement filed as Exhibit 10.3 to this Current Report on Form 8-K.

On August 31, 2017, the Company and Erich Spangenberg entered into a Consulting Termination and Release Agreement (the “Termination Agreement”) terminating the Consulting Agreement between the Company and Mr. Spangenberg entered into on August 3, 2017 (the “Consulting Agreement”). Pursuant to the Termination Agreement, the Consulting Agreement between Mr. Spangenberg and the Company was terminated. Under the Termination Agreement, Mr. Spangenberg is no longer entitled to any compensation from the Company. In consideration for the foregoing, the Company entered into a Consulting Agreement on August 31, 2017 (the “New Consulting Agreement”) with Page Innovations, LLC (“Page”), an entity designated by Mr. Spangenberg whereby Mr. Spangenberg shall provide advice and consulting services to the Company, as an independent contractor, with respect to the business of the Company as may be requested by the Company from time to time, not to exceed one (1) hour per day or ten (10) hours in any calendar month, for which, Page will be entitled to receive 100,000 shares of restricted common stock of the Company. The foregoing description of the terms of the Termination Agreement and New Consulting Agreement is qualified in its entirety by reference to the full text of the Termination Agreement and New Consulting Agreement filed as Exhibits 10.4 and 10.5 to this Current Report on Form 8-K.

As more fully described in Item 8.01 below, the Company has entered into a series of Agreements which resulted in the reduction of the Company’s outstanding payables. The Company determined that other than an AP Settlement Agreement with Medtronic, Inc. (the “Medtronic Agreement”) entered into on August 31, 2017, in the original aggregate amount of \$600,000 in exchange for a reduced cash payment, no single settlement agreement has been determined to be material and required to be described herein. Under the terms of the Medtronic Agreement the parties have agreed to maintain the confidentiality of such payment amount. The foregoing description of the terms of the Medtronic Agreement is qualified in its entirety by reference to the full text of the Medtronic Agreement which the Company intends to file with the Company’s Quarterly Report on Form 10Q.

On September 1, 2017, the Company entered into a Share Purchase Agreement (the “Purchase Agreement”) whereby a wholly-owned subsidiary of the Company, Marathon Group, S.A. (“Marathon SA”), sold its shares of Munitech IP S.a.r.l. (“Munitech”) to GPat Technologies, LLC (“GPat”). Pursuant to the Purchase Agreement, Marathon SA transferred the shares to GPat and \$25,000 cash, in return for which, GPat acquired all the shares of Munitech, along with all assets and assumed all liabilities of Munitech. The Company deems this to be a material disposition and will, in compliance with Regulation S-X (17 CFR 210.8-05), file pro forma financial statements within 71 calendar days of the date of this Current Report on Form 8-K. The foregoing description of the terms of the Purchase Agreement is qualified in its entirety by reference to the full text of the Purchase Agreement filed as Exhibit 10.6 to this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On August 31, 2017, pursuant to certain Unit Purchase Agreements, the Company issued its 5% convertible promissory notes in the aggregate principal amount of \$3,623,700 due on May 31, 2018. The Convertible Notes bear interest at 5% per annum with interest payable in cash upon maturity or in connection with any voluntary or mandatory conversion. The conversion price for the principal in connection with voluntary conversions shall be equal to the lesser of (i) \$0.20 per share, or (ii) the closing bid price of the Company's common stock on the day prior to conversion of the Convertible Note; provided that such conversion price may not be less than \$0.10 per share, subject to adjustment as set forth therein.

The Convertible Notes are convertible, in whole or in part, into shares of Common Stock at the option of the holder of the Convertible Note (the "Holder"), at any time and from time to time after the date of issuance and until the Convertible Note is no longer outstanding, subject to a 4.99% beneficial ownership limitation. Upon not less than 61 days' prior notice to the Company, the Holder may increase the beneficial ownership limitation, provided that the beneficial ownership limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of the Convertible Note held by the Holder.

Pursuant to the Convertible Notes, the cumulative number of shares of Common Stock issuable upon (a) the exercise of the Warrants issued pursuant to the Unit Purchase Agreement and (b) the conversion of the Convertible Notes issued pursuant to the Unit Purchase Agreement, may not exceed 19.99% shares of Common Stock, subject to adjustments as set forth in the Convertible Note until shareholder approval is obtained.

The Company may not prepay or redeem the Convertible Notes in whole or in part without the prior written consent of the Holder, and any prepayment must be undertaken on a pro rata basis for all Convertible Notes then outstanding. Each Convertible Note ranks pari passu in right of payment with all other Convertible Notes now or hereafter issued in accordance with the Unit Purchase Agreement.

Item 3.02 Unregistered Sales of Securities

On August 31, 2017, pursuant to the Unit Purchase Agreements, the Company issued Warrants to purchase an aggregate of 18,118,500 shares of Common Stock at exercise price of \$0.30 per share. The Warrants are exercisable at any time commencing six months from the date of issuance for a term of five (5) years, subject to a 4.99% beneficial ownership limitation which may be increased to 9.99% upon not less than 61 days' prior notice to the Company. The Warrants may be exercised on a "cashless" basis at any time after six months from the date of issuance of the Warrants if there is no effective Registration Statement registering, or no current prospectus available for the resale of, all of the Warrant Shares.

Pursuant to the Warrants, the cumulative number of shares of Common Stock issuable upon (a) the exercise of the Warrants issued pursuant to the Unit Purchase Agreement and (b) the conversion of the Convertible Notes issued pursuant to the Unit Purchase Agreement, may not exceed 19.99% shares of Common Stock, subject to adjustments as set forth in the Warrant, without the approval of the Company's shareholders.

Item 8.01 Other Events.

The Company announced that they had entered into a series of agreements with individual creditors of the Company. These agreements, including the Medtronic Agreement, resulted in the reduction of the Company's outstanding payables from approximately \$5,300,000 at June 30, 2017 to an aggregate of approximately \$675,000. The Company is currently negotiating additional settlements with other outstanding creditors. The Form of Settlement Agreement is attached as Exhibit 10.7 to this Current Report on Form 8-K.

In addition, with the continuing efforts by the Company to restructure its liabilities and vendor agreements, along with revised employment or retention agreements and other personnel changes, the Company has reduced its projected monthly expenses to approximately \$150,000 for the month of September and \$125,000 for the month of October and subsequent months.

Following the disposition of Munitech and the three portfolios being assigned to DBD pursuant to the First Amendment and Restructuring Agreement dated August 3, 2017, previously announced, the Company retains the following portfolios comprising over 10,000 patents:

Subsidiary	Number of Patents
Bismarck IP Inc.	1
Clouding Corp.	26
CRFD Research, Inc.	5
Cyberfone Systems, LLC	2
E2E Processing, Inc.	3
Hybrid Sequence IP, Inc.	1
Loopback Technologies, Inc.	5
Medtech Group Acquisition Corp.	51
PG Technologies S.a.r.l	10,000+
Sampo IP, LLC	2
Signal IP, Inc.	2
Vantage Point Technology, Inc.	5

Clouding and CRFD are actively enforcing its portfolios.

On August 31, 2017, the Company closed on an aggregate of \$3,623,700 pursuant to the Unit Purchase Agreements entered into on August 14, 2017, as disclosed in the Company's Current Report on Form 8-K filed on August 15, 2017. In connection with the Closing, the Company issued promissory notes (the "Notes") in the aggregate amount of \$3,623,700 and warrants (the "Warrants") to purchase an aggregate of 18,118,500 shares of Common Stock. The actual promissory notes and warrants issued are the same as the form of Notes and Warrants filed in the Current Report on Form 8-K filed on August 15, 2017.

Item 9.01 Financial Statements and Exhibits

- Exhibit 10.1 [Amended and Restated Retention Agreement between the Company and Doug Croxall dated August 30, 2017.](#)
 - Exhibit 10.2 [Retention Agreement between the Company and Francis Knuettel II dated August 31, 2017.](#)
 - Exhibit 10.3 [Employment Agreement between the Company and James Crawford dated August 31, 2017.](#)
 - Exhibit 10.4 [Termination of Consulting Agreement dated August 1, 2017 between the Company and Erich Spangenberg.](#)
 - Exhibit 10.5 [Consulting Agreement between the Company and Erich Spangenberg dated August 31, 2017.](#)
 - Exhibit 10.6 [Purchase Agreement between Marathon Group S.A. and GPat Technology, LLC dated September 1, 2017](#)
 - Exhibit 10.7 [Form of Settlement Agreement between the Company and various creditors.](#)
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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: September 5, 2017

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall

Name: Doug Croxall

Title: Chief Executive Officer

AMENDED AND RESTATED RETENTION AGREEMENT

THIS AMENDED AND RESTATED RETENTION AGREEMENT (this “**Agreement**”) is entered into as of the 30th day of August 2017 (the “**Effective Date**”) by and between Doug Croxall (the “**Employee**”) and Marathon Patent Group, Inc., a Nevada corporation, and subsidiaries (the “**Company**”, and together with the Employee, the “**Parties**”).

WHEREAS, Employee has been continuously employed as the Chief Executive Officer and Chairman of the Board of Directors of the Company pursuant to that certain Executive Employment Agreement dated as of November 14, 2012, as amended on November 18, 2013 (the “**Employment Agreement**”);

WHEREAS, on August 22, 2017 the Parties entered into the Retention Agreement (the “Retention Agreement”) under which the parties agreed to terminate the Employment Agreement effective immediately as of the Effective Date and to settle any and all payments that may now be or may in the future become due to Employee pursuant to the Employment Agreement; and

WHEREAS, the Parties desire to enter into this Amended and Restated Retention Agreement in order to confirm and modify the Retention Agreement pursuant to the terms and conditions as are set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Duties and Termination Date.

(a) Duties. Employee agrees that he shall continue to serve the Company as Chief Executive Officer and Chairman of the Board of Directors until the Employment Termination Date (as defined below) or such earlier time as the Board of Directors determines. Prior to the Employment Termination Date and during the period from the date hereof through and including the Employment Termination Date, Employee shall serve as the Chief Executive Officer and during such time shall be responsible for such duties and responsibilities as are commensurate with such position, including, without limitation, the duties and responsibilities as the Board of Directors may from time to time reasonably assign to Employee. Employee shall devote substantially all of his working time and efforts during the Company’s normal business hours to the business and affairs of the Company and its subsidiaries and to the diligent and faithful performance of the duties and responsibilities duly assigned to him pursuant to this Agreement. Employee will be deemed to be in breach of this Agreement and subject to termination for Cause (as defined herein), and Employee will receive no benefits and be terminated without further payments or benefits beyond the date of termination pursuant to the express provisions of this Agreement, in the event of material failure to perform the duties and responsibilities as set forth herein.

(b) Employment Termination Date. Notwithstanding the terms set forth in Section 2(c) of this Agreement, Employee acknowledges that his last day of employment with the Company shall be the earlier of (i) October 1, 2017, and (ii) the occurrence of a Change of Control (as defined herein) (the “**Employment Termination Date**”). Employee further understands and agrees that, as of the Employment Termination Date, he will no longer be authorized to conduct any business on behalf of the Company as an executive or employee or to hold himself out as an officer, employee of the Company. Any and all officer positions and/or titles held by Employee with the Company will be deemed to have been resigned as of the Employment Termination Date, provided, however, Employee may continue to serve as a director of the Company until such time as his resignation or his successor is duly elected and qualified.

2. Payment and Benefits.

(a) Definitions.

(i) Cause. For the purposes of this Agreement, “Cause” shall mean the occurrence of any one or more of the following: (1) Employee’s conviction by, or entry of a plea of guilty or *nolo contendere* in, a court of competent jurisdiction for any crime which constitutes a felony in the jurisdiction involved; (2) Employee’s misappropriation of funds or commission of an act of fraud or a crime involving moral turpitude; (3) material negligence by Employee in the scope of Employee’s services to the Company; (4) a breach by Employee of a material provision of this Agreement after notice to Employee and not less than 15 days to cure such breach; or (5) a material failure of Employee to perform his duties hereunder after notice to Employee and not less than 15 days to cure such breach.

(ii) Disability. For the purposes of this Agreement, “Disability” shall mean a physical or mental disability that prevents the performance by the Employee, with or without reasonable accommodation, of his duties and responsibilities hereunder for a period of ninety (90) consecutive calendar days or for one hundred twenty (120) days in any one hundred eighty (180) calendar-day period.

(iii) Change of Control. For purposes of this Agreement, “Change of Control” shall mean the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) of 50% or more of the shares of the outstanding Common Stock of the Company, whether by merger, consolidation, sale or other transfer of shares of Common Stock (other than a merger or consolidation where the stockholders of the Company prior to the merger or consolidation are the holders of a majority of the voting securities of the entity that survives such merger or consolidation), (ii) a sale of all or substantially all of the assets of the Company or (iii) an acquisition, by merger, asset purchase, stock purchase or otherwise, of any business or company that requires the filing of financial statements under the rules and regulations of the SEC under the Exchange Act (a “**Qualifying Transaction**”), provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (A) any acquisitions of Common Stock or securities convertible into Common Stock directly from the Company, or (B) any acquisition of Common Stock or securities convertible into Common Stock by any employee benefit plan (or related trust) sponsored by or maintained by the Company.

(b) The Company shall pay or provide Employee the following payments and benefits (the “**Payment and Benefits**”) other than upon a termination for Cause or material breach by Employee of this Agreement:

(i) Consulting Fee and PTO. Commencing October 1, 2017, Employee shall receive a consultant fee at a rate of \$20,000 per month (the “**Consulting Fee**”) in lieu of any salary or other payment not otherwise set forth herein for a period of six (6) months, payable in two equal payments on the 15th and 30th of each month. The Employee shall be responsible for paying his own taxes in connection with such payments.

(i i) Retention Payment. The Company shall pay \$500,000 (the “**Retention Payment**”) in two separate payments as follows: (1) the Parties acknowledge that the Company has authorized and paid \$125,000 prior to the date hereof and (2) \$375,000 on the date upon which the Lender agrees to release the all escrowed funds pursuant to Section 6 of that certain Unit Purchase Agreement, as amended, dated August 21, 2017, by and between the Company and the Lender (the “**UPA**”).

(i i i) Health Benefits. Employee shall be entitled to continue to receive his existing medical and other insurance benefits through the end of September 2017 in accordance with the benefits as are currently in effect and thereafter at Employee’s sole cost and expense. Employee may, if eligible, elect to continue healthcare coverage at Employee’s expense in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or COBRA. Employee shall be responsible for the payment of all payroll taxes, Medicare and other taxes, if any arising out of this subsection, and shall indemnify the Company with respect to the payment of all such amounts.

(iv) Equity Awards.

(1) Upon the earlier of (A) December 31, 2017 and (B) the date of closing of a Qualifying Transaction, provided shareholder approval of the Company’s 2017 Equity Incentive Plan (the “**Incentive Plan**”) has occurred prior to such issuance, the Company shall issue to Employee a total of 2,800,000 shares of restricted common stock of the Company and issued to the Chief Financial Officer 200,000 shares of restricted common stock (the “**Share Awards**”) pursuant to the Incentive Plan (the “**Issuance Date**”).

(2) The Share Awards shall vest as follows:

20% shall vest on the 31st day following the date of issuance and an additional 20% on each 31st day following the date of issuance until fully vested.

Until vested Employee may not sell, transfer, pledge or assign the Share Award. In the event of a material breach of this Agreement by Employee all unvested Share Awards to Employee shall be immediately cancelled. . The Parties acknowledge and agree that the Company shall not file any registration statement with respect to the Share Awards without the written consent of investors as provided in the UPA.

(3) On the Issuance Date, the Company shall sell, transfer, convey and assign for \$10.00 to Employee or his assigns, as is where is and with no representations, warranties covenants or conditions of any kind, all of the Company’s right, title and interest in and to its ownership in the common stock of 3D Nanocolor Corp., a Delaware corporation. The foregoing assignment shall be subject to the Company receiving a full general release from and against all claims by 3D and from each and every current or former employee, officer or director of 3D and indemnification by 3D of all liabilities, claims and obligations of 3D to any third party in form and substance reasonably acceptable to the Company. Waiver of Right to Severance Compensation. Pursuant to Section 6 of the Employment Agreement, in the event of a termination of Employee’s employment prior to expiration of the term of the Employment Agreement, Employee was entitled to be paid the base salary, bonus and coverage under any benefit plans as Employee would have been entitled had his employment or this Agreement not been terminated for twelve (12) months from the date of termination (the “**Severance Payment**”). For the absence of doubt, Employee hereby expressly acknowledges and agrees to the cancellation of the Severance Payment and that, in consideration for the promises contained herein and for the payments and benefits more particularly described in this Section 2 of this Agreement, Employee hereby waives and surrenders any and all rights to receive Severance Payment, or any other payment pursuant to the Employment Agreement, including, without limitation, any other compensation not expressly provided for herein.

(v) Waiver of Right to Bonus Compensation. Pursuant to Section 10 of the Employment Agreement, Employee was eligible to participate in the Company's employee benefit plans as then in-effect or adopted thereafter, it being understood that Employee would have the same rights and privileges to participate in such plans and benefits as any other executive employee during the term of the Employment Agreement, including Employee's right to receive annual incentive bonus compensation, and pursuant to Section 11 of the Employment Agreement, Employee was entitled to accrue thirty (30) paid vacation days per year. For the absence of doubt, Employee hereby waives any and all claims to the payment of any and all bonuses, benefits and vacation pay for which Employee is or could have been eligible or earned during 2017 or at any time thereafter under the Employment Agreement, pursuant to action of the Board of Directors or committee thereof, or any oral or written agreement or understanding which has not been paid as of the date of this Agreement (the "**Bonus**"). Employee expressly acknowledges and agrees that the Company has disputed the satisfaction of conditions precedent to payment of the Bonus and, in consideration for the promises contained herein and for the payments contemplated herein, including, without limitation, Section 2 hereof, Employee waives and surrenders any and all rights to receive payment of the Bonus, of any other payment pursuant to the Employment Agreement, including, without limitation, any other compensation not expressly provided for herein.

(v i) Tax Matters. Unless withheld and paid in accordance with Company's normal payroll practices, Employee shall be responsible for the payment of all Employee payroll taxes, Medicare and other taxes and other taxes on any and all payments hereunder. Except as otherwise set forth herein, Employee will not be entitled to payment of any carry forward bonus, vacation or other incentive compensation, other than in accordance with the Company policy with respect to payment of any unused vacation/PTO pay (up to a maximum of 6 weeks) (payable in accordance with the Company's personnel policy manual in effect as of the date of this Agreement). Any tax, penalties or interest as a result thereof shall be the sole responsibility of Employee who agrees to indemnify and hold harmless the Company with respect thereto.

(vii) Termination of Employment Agreement. Employee and Company hereby acknowledge and agree that the Employment Agreement is hereby terminated and of no further force and effect and except as otherwise set forth herein, Employee shall not be entitled to any payment in the nature of severance, Change of Control or termination pay from the Company, and that the terms set forth herein is in full satisfaction of all obligations owed to Employee.

(viii) Full Satisfaction. The Parties acknowledge and agree that the consideration set forth in this Agreement is in full, final and complete settlement of any and all claims which Employee could make, against the Company or any of its affiliates, investors, attorneys, accountants or other third parties in any complaint, charge, or civil action, whether for actual, nominal, compensatory, or punitive damages (including attorneys' fees). Employee acknowledges that such consideration is being made as consideration for the waivers and releases set forth herein. Notwithstanding anything herein to the contrary, Employee shall continue to be entitled to the full extent permitted by law to indemnification and advancement as provided in Section 3 hereof, and to maintain and assert any counterclaim or defense (notwithstanding release herein) in any litigation in which Employee shall be named a defendant, which rights shall not be released hereby.

(c) Termination.

(i) If Employee's employment is terminated by the Company prior to the Employment Termination Date for (1) reasons other than for Cause or (2) as a result of Employee's Disability, Employee shall be entitled to receive all Payment and Benefits as set forth in Section 2(b) of this Agreement.

(ii) If, prior to the Employment Termination Date, Employee (1) voluntarily resigns from the Company or (2) is terminated by the Company for Cause, Employee shall be entitled only to Payment and Benefits as set forth in Section 2(b)(i) of this Agreement through the date on which Employee's voluntary resignation or Employee's termination for Cause is deemed effective at which time all such Payment and Benefits shall terminate.

3. Releases.

(a) Employee's Release of the Company. In consideration for the payments and benefits described above and for other good and valuable consideration, Employee hereby releases and forever discharges the Company, as well as its affiliates and all of their respective directors, officers, employees, members, agents, and attorneys (the "**Released Parties**"), of and from any and all manner of actions and causes of action, suits, debts, claims, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, which he ever had, now has, or hereafter may have on account of his employment with the Company prior to the Effective Date, the termination of his employment with the Company, and/or any other fact, matter, incident, claim, injury, event, circumstance, happening, occurrence, and/or thing of any kind or nature which arose or occurred prior to the date when he executes this Agreement, including, but not limited to, any and all claims for wrongful termination; breach of any implied or express employment contract; unpaid compensation of any kind; breach of any fiduciary duty and/or duty of loyalty; breach of any implied covenant of good faith and fair dealing; negligent or intentional infliction of emotional distress; defamation; fraud; unlawful discrimination, harassment; or retaliation based upon age, race, sex, gender, sexual orientation, marital status, religion, national origin, medical condition, disability, handicap, or otherwise; any and all claims arising under arising under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"); the Equal Pay Act of 1963, as amended ("EPA"); the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Americans with Disabilities Act of 1990, as amended ("ADA"); the Family and Medical Leave Act, as amended ("FMLA"); the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); the Sarbanes-Oxley Act of 2002, as amended ("SOX"); the Worker Adjustment and Retraining Notification Act of 1988, as amended ("WARN"); and the common law of the State of California; and/or any other federal, state, or local law(s) or regulation(s); any and all claims for damages of any nature, including compensatory, general, special, or punitive; and any and all claims for costs, fees, or other expenses, including attorneys' fees, incurred in any of these matters. The Company acknowledges, however, that Employee does not release or waive any rights to contribution or indemnity under this Agreement to which he may otherwise be entitled. The Company also acknowledges that Employee does not release or waive any claims, and that he retains any rights he may have, to any vested 401(k) monies (if any) or benefits (if any), or any other benefit entitlement that is vested as of the Employment Termination Date pursuant to the terms of any Company-sponsored benefit plan governed by ERISA. Nothing contained herein shall release the Company from its obligations set forth in this Agreement.

(b) The Company's Release of Employee. In consideration for the Release set forth above and for other good and valuable consideration, Company hereby releases and forever discharges the Employee, and its heirs, personal representatives, successors and assigns (the "**Employee Released Parties**"), of and from any and all manner of actions and causes of action, suits, debts, claims, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, which Company ever had, now has, or hereafter may have on account of, relating to or arising out of Employee's employment with the Company prior to the Effective Date, and/or any other fact, matter, incident, claim, injury, event, circumstance, happening, occurrence, and/or thing of any kind or nature which arose or occurred prior to the date when Company executes this Agreement; provided however, that Employee shall not be released from any claims asserted by or related to any claims that can be asserted by shareholders of the Company or any regulatory body or authority, including any claim that could be considered within the scope of any release provided herein, including any of the Company's shareholders in any shareholder derivative action, class claims or similar action brought by any shareholder or on behalf of the Company.

Notwithstanding the foregoing, however, in the event that Employee is named as a defendant in any shareholder derivative action or is threatened to be made a party to any such action, Employee shall be entitled to be indemnified by the Company to the full extent permitted by law and shall be provided with coverage to the extent coverage is available under the Company's directors' and officers' liability insurance policies. Moreover, Employee acknowledges that the Company does not release or waive any rights to contribution or indemnity under this Agreement to which he may otherwise be entitled. Nothing contained herein shall release Employee from his obligations set forth in this Agreement.

4. Mutual Consent. The Parties hereto, and each of them, do hereby: (i) acknowledge that they have reviewed or caused to be reviewed the Employment Agreement, including with counsel of their choice; (ii) acknowledge that they have reviewed or cause to be reviewed this Agreement, including with counsel of their choice; (iii) unconditionally consent to the termination of the Employment Agreement by the Company and Employee; and (iv) unconditionally consent to the release of any and all claims as described in Section 4 of this Agreement as applicable.

5. Non-Disparagement. Each of Employee and the Company hereby agrees, for himself and itself and any other of their respective representatives while they are acting on his or its behalf, that he and it have not and will not, directly or indirectly, disparage, make negative statements about or act in any manner which is intended to or does damage to the goodwill or business or personal reputations of the other party or their respective affiliates.

6. Confidential Information; Proprietary Matters.

(a) Confidential Information. Employee understands and acknowledges that during the course of his employment by the Company through the Employment Termination Date, he had access to Confidential Information (as defined below) of the Company. Employee agrees that, at no time during the Term or thereafter, will Employee (i) use Confidential Information for any purpose other than in connection with services provided under this Agreement or (ii) disclose Confidential Information to any person or entity other than to the Company or persons or entities to whom disclosure has been authorized by the Company. As used herein, "Confidential Information" includes all data or material (regardless of form) with respect to the Company or any of its assets, prospects, business activities, officers, directors, employees, borrowers, or clients which is: (i) a trade secret, as defined by the Uniform Trade Secrets Act: (i) provided, disclosed, or delivered to Employee by the Company, any officer, director, employee, agent, attorney, accountant, consultant, or other person or entity employed by the Company in capacity, any client, borrower, advisor, or business associate of the Company, or any public authority having jurisdiction over the Company or any business activity conducted by the Company; or (iii) produced, developed, obtained or prepared by or on behalf of Employee or the Company (whether or not such information was developed in the performance of the Agreement). Notwithstanding the foregoing, the term "Confidential Information" shall not include any information, data, or material which, at the time of disclosure or use, was generally available to the public other than by a breach of this Agreement, was available to the party to whom disclosed on a non-confidential basis by disclosure or access provided by the Company or a third party without breaching any obligations of the Company or such third party, or was otherwise developed or obtained legally and independently by the person to whom disclosed without a breach of this Agreement. This Section 6(a) shall not preclude Employee from disclosing Confidential Information if compelled to do so by law or valid legal process, provided that if Employee believes Employee is so compelled by law or valid legal process, Employee will notify the Company in writing sufficiently in advance of any such disclosure to allow the Company the opportunity to defend, limit, or otherwise protect its interests against such disclosure unless such notice is prohibited by law. The rights and obligations of the Parties under this Section 6(a) shall survive the expiration or termination of this Agreement for any reason.

(b) Proprietary Matters. Employee expressly agrees that any and all improvements, inventions, discoveries, processes, or know-how that are generated or conceived by Employee during the term of his employment through the Employment Termination Date, whether conceived during Employee's regular working hours or otherwise, will be the sole and exclusive property of the Company. Whenever requested by the Company (either as of the Employment Termination Date or thereafter), Employee will assign or execute any and all applications, assignments and/or other documents, and do all things, which the Company reasonably deems necessary or appropriate, in order to permit the Company to: (i) assign and convey, or otherwise make available to the Company, the sole and exclusive right, title, and interest in and to said improvements, inventions, discoveries, processes or know-how; or (ii) apply for, obtain, maintain, enforce and defend patents, copyrights, trade names, or trademarks of the United States or of foreign countries for said improvements, inventions, discoveries, processes, or know-how. However, the improvements, inventions, discoveries, processes, or know-how generated or conceived by Employee and referred to in this Section 6(b) (except those which may be included in the patents, copyrights, or registered trade names or trademarks of the Company) will not be exclusive property of the Company at any time after having been disclosed or revealed or have otherwise become available to the public or to a third party on a non-confidential basis other than by a breach of the Agreement or after they have been independently developed or discussed without a breach of this Agreement by a third party who has no obligation to the Company. The rights and obligations of the Parties under this Section 6(b) shall survive the expiration or termination of this Agreement for any reason.

(c) Injunctive Relief. Employee acknowledges and agrees that any violation of Sections 6(a) and 6(b) of this Agreement would result in irreparable harm to the Company and, therefore, agrees that, in the event of an actual, suspected, or threatened breach of Sections 6(a) and 6(b) of this Agreement, the Company shall be entitled to an injunction restraining Employee from committing or continuing such actual, suspected or threatened breach. The Parties acknowledge and agree that the right to such injunctive relief shall be cumulative and shall not be in lieu of, or be construed as a waiver of the Company's right to pursue, any other remedies to which it may be entitled in law or in equity. The Parties agree that for purposes of Sections 6(a) and 6(b) of the Agreement, the term "Company" shall include the Company and its affiliates as well as any person or entity that is assignee of the rights of Company in and to any such Confidential Information. Notwithstanding anything herein to the contrary Company agrees that Consultant may render assistance, including for compensation, to any assignee of the Company's intellectual property which shall not deemed a violation hereof.

7 . Return of Property. Immediately upon the Employment Termination Date, Employee shall return to the Company all of Company's property, including, without limitation, Confidential and Proprietary Information (as that term is defined above), office keys, Company identification cards, access passes, and all documents, files, equipment, computers, laptops, printers, telephones, cell phones, beepers, pagers, palm pilots, BlackBerry or similar devices, fax machines, credit cards, computer software, diskettes and access materials and other property prepared by, for or belonging to Company (all of such Company Property being referred to herein as "**Company Property**"). Following the Employment Termination Date, Employee shall not (i) utilize Company Property or make or retain any copies, duplicates, reproductions or excerpts of Company Property; and (ii) access, utilize or affect in any manner, any of Company Property, including, without limitation, its electronic communications systems or any information contained therein.

8 . Future Cooperation. Employee agrees to reasonably cooperate with the Company, its financial and legal advisors in any claims, investigations, administrative proceedings or lawsuits which relate to the Company and for which Employee may possess relevant knowledge or information. Any travel and accommodation expenses incurred by the Employee as a result of such cooperation will be reimbursed in accordance with the Company's standard policies. The Parties agree that should Employee's assistance be required in connection with any business matters that the Parties will agree to reasonable compensation for such services.

9 . Applicable Law and Dispute Resolution. Except as to matters preempted by ERISA or other laws of the United States of America, this Agreement shall be interpreted solely pursuant to the laws of the State of Nevada, exclusive of its conflicts of laws principles. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of Nevada, for the purposes of any suit, action, or other proceeding arising out of this Agreement or any transaction contemplated hereby.

10. Entire Agreement. This Agreement may not be changed or altered, except by a writing signed by both Parties. Until such time as this Agreement has been executed and subscribed by both Parties hereto: (i) its terms and conditions and any discussions relating thereto, without any exception whatsoever, shall not be binding nor enforceable for any purpose upon any party; and (ii) no provision contained herein shall be construed as an inducement to act or to withhold an action, or be relied upon as such. This Agreement constitutes an integrated, written contract, expressing the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, between the Parties.

11 . Assignment. Employee has not assigned or transferred any claim he is releasing, nor has he purported to do so. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable. This Agreement binds Employee's heirs, administrators, representatives, executors, successors, and assigns, and will insure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

12. Binding Effect. This Agreement will be deemed binding and effective immediately upon its execution by the Employee; provided, however, that in accordance with the Age Discrimination in Employment Act of 1967 ("ADEA") (29 U.S.C. § 626, as amended), Employee's waiver of ADEA claims under this Agreement is subject to the following: Employee may consider the terms of his waiver of claims under the ADEA for twenty-one (21) days before signing it and may consult legal counsel if Employee so desires. Employee may revoke his waiver of claims under the ADEA within seven (7) days of the day he executes this Agreement. Employee's waiver of claims under the ADEA will not become effective until the eighth (8th) day following Employee's signing of this Agreement. Employee may revoke his waiver of ADEA claims under this Agreement by delivering written notice of his revocation, via facsimile and overnight mail, before the end of the seventh (7th) day following Employee's signing of this Agreement to: Harvey Kesner, Esq., Sichenzia Ross Ference Kesner LLP, 61 Broadway, 32nd Floor, New York, NY 10006, Fax: 212-930-9725. In the event that Employee revokes his waiver of ADEA claims under this Agreement prior to the eighth (8th) day after signing it, the remaining portions of this Agreement and the duties and obligations of each party under this Agreement shall remain in full force in effect. Employee further understands that if Employee does not revoke the ADEA waiver in this Agreement within seven (7) days after signing this Agreement, his waiver of ADEA claims will be final, binding, enforceable, and irrevocable.

EMPLOYEE UNDERSTANDS THAT FOR ALL PURPOSES OTHER THAN HIS WAIVER OF CLAIMS UNDER THE ADEA, THIS AGREEMENT WILL BE FINAL, EFFECTIVE, BINDING, AND IRREVOCABLE IMMEDIATELY UPON ITS EXECUTION.

13. Acknowledgements. The Parties agree that:

(a) Each has consulted with and has been represented by counsel in connection with the negotiation and execution of this Agreement;

(b) Employee has been advised that Sichenzia Ross Ference Kesner LLP has acted as counsel to the Company and not to Employee, and Employee has been advised to consult and has been provided with an opportunity to consult with legal counsel of his choosing in connection with this Agreement;

(c) Each fully understands the significance of all of the terms and conditions of this Agreement and has discussed them with each of their respective independent legal counsel or has been provided with a reasonable opportunity to do so;

(d) Each has had answered to his satisfaction any questions asked with regard to the meaning and significance of any of the provisions of this Agreement;

(e) Employee is signing this Agreement knowingly, voluntarily and in full settlement of all claims which existed in the past or which currently exist that arise out of his employment with the Company or the termination of his Employment; and

(f) Each agrees to abide by all the terms and conditions contained herein.

14. Notices. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be delivered (i) personally or (ii) by first class mail, certified, return receipt requested, postage prepaid, (iii) by overnight courier, with acknowledged receipt, in the manner provided for in this Paragraph 15, and properly addressed as follows:

If to the Company:

Marathon Patent Group, Inc.
11100 Santa Monica Blvd., Ste. 380
Los Angeles, CA

With a copy to:

Harvey Kesner, Esq.
Sichenzia Ross Ference Kesner LLP 1185 Avenue of the Americas
Suite 3700
New York, NY 10036

If to Employee:

Douglas Croxall
at such address as is set forth in the records of the Company.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

[Signature page follows]

IN WITNESS HEREOF, the Parties hereby enter into this Agreement and affix their signatures as of the date first above written.

MARATHON PATENT GROUP, INC.

By: /s/ Francis Knuettel II

Name: Francis Knuettel II

Title: Chief Financial Officer

/s/ DOUGLAS CROXALL

DOUGLAS CROXALL

RETENTION AGREEMENT

THIS RETENTION AGREEMENT (this “**Agreement**”) is entered into as of the 30th day of August 2017 (the “**Effective Date**”) by and between Francis Knuettel II (the “**Employee**”) and Marathon Patent Group, Inc., a Nevada corporation, and subsidiaries (the “**Company**”, and together with the Employee, the “**Parties**”).

WHEREAS, Employee has been continuously employed as the Chief Financial Officer of the Company pursuant to that certain Executive Employment Agreement dated as of May 15, 2014, (the “**Employment Agreement**”);

WHEREAS, the Parties desire and agree to terminate the Employment Agreement effective immediately as of the Effective Date and to settle any and all payments that may now be or may in the future become due to Employee pursuant to the Employment Agreement; and

WHEREAS, the Parties desire to enter into this Agreement providing for Employee’s continuation as Chief Financial Officer of the Company for until such time as provided herein following the Effective Date of this Agreement, for Employee’s amicable resignation from the Company’s employment and for such other agreements as are set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Duties and Termination Date.

(a) Duties. Employee agrees that he shall continue to serve the Company as Chief Financial Officer until the Employment Termination Date (as defined below) or such earlier time as the Board of Directors determines. Prior to the Employment Termination Date and during the period from the date hereof through and including the Employment Termination Date, Employee shall serve as the Chief Financial Officer and during such time shall be responsible for such duties and responsibilities as are commensurate with such position, including, without limitation, the duties and responsibilities as the Board of Directors and Chief Executive Officer may from time to time reasonably assign to Employee. Employee shall devote substantially all of his working time and efforts during the Company’s normal business hours to the business and affairs of the Company and its subsidiaries and to the diligent and faithful performance of the duties and responsibilities duly assigned to him pursuant to this Agreement. Employee will be deemed to be in breach of this Agreement and subject to termination for Cause (as defined herein), and Employee will receive no benefits and be terminated without further payments or benefits beyond the date of termination pursuant to the express provisions of this Agreement, in the event of material failure to perform the duties and responsibilities as set forth herein. The failure by the Employee to certify to the Company’s Form 10-K, as defined below under Section 302 of the Sarbanes-Oxley Act of 2002 (the “SOX Certification”).

(b) Employment Termination Date. Notwithstanding the terms set forth in Section 2(c) of this Agreement, Employee acknowledges that his last day of employment with the Company shall be the later of (i) March 31, 2018, and (ii) the filing of the Company’s Form 10-K (the “Form 10-K”) for the year ended December 31, 2017 (the “**Employment Termination Date**”). Employee further understands and agrees that, as of the Employment Termination Date, he will no longer be authorized to conduct any business on behalf of the Company as an executive or employee or to hold himself out as an officer, employee or director of the Company. Any and all officer positions and/or titles held by Employee with the Company will be deemed to have been resigned as of the Employment Termination Date.

2. Payment and Benefits.

(a) Definitions.

(i) Cause. For the purposes of this Agreement, “Cause” shall mean the occurrence of any one or more of the following: (1) Employee’s conviction by, or entry of a plea of guilty or *nolo contendere* in, a court of competent jurisdiction for any crime which constitutes a felony in the jurisdiction involved; (2) Employee’s misappropriation of funds or commission of an act of fraud or a crime involving moral turpitude; (3) material negligence by Employee in the scope of Employee’s services to the Company; (4) a breach by Employee of a material provision of this Agreement after notice to Employee and not less than 15 days to cure such breach; or (5) a material failure of Employee to perform his duties hereunder after notice to Employee and not less than 15 days to cure such breach.

(ii) Disability. For the purposes of this Agreement, “Disability” shall mean a physical or mental disability that prevents the performance by the Employee, with or without reasonable accommodation, of his duties and responsibilities hereunder for a period of ninety (90) consecutive calendar days or for one hundred twenty (120) days in any one hundred eighty (180) calendar-day period.

(iii) Change of Control. For purposes of this Agreement, “Change of Control” shall mean the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) of 50% or more of the shares of the outstanding Common Stock of the Company, whether by merger, consolidation, sale or other transfer of shares of Common Stock (other than a merger or consolidation where the stockholders of the Company prior to the merger or consolidation are the holders of a majority of the voting securities of the entity that survives such merger or consolidation), (ii) a sale of all or substantially all of the assets of the Company or (iii) an acquisition, by merger, asset purchase, stock purchase or otherwise, of any business or company that requires the filing of financial statements under the rules and regulations of the SEC under the Exchange Act (a “Qualifying Transaction”), provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (A) any acquisitions of Common Stock or securities convertible into Common Stock directly from the Company, or (B) any acquisition of Common Stock or securities convertible into Common Stock by any employee benefit plan (or related trust) sponsored by or maintained by the Company.

(b) The Company shall pay or provide Employee the following payments and benefits (the “**Payment and Benefits**”) other than upon a termination for Cause or material breach by Employee of this Agreement :

(i) Consulting Fee and PTO. Commencing on October 1, 2017, Employee shall receive a consultant fee at a rate of \$15,000 per month (the “**Consulting Fee**”) in lieu of any salary or other payment not otherwise set forth herein for a period of six (6) months, payable in two equal payments on the 15th and 30th of each month. The Employee shall be responsible for paying his own taxes in connection with such payments.

(ii) Retention Payment. The Company shall pay Employee an additional aggregate amount equal to \$75,000 (the “**Retention Payment**”) upon the Company’s filing of the Form 10-K which contains the SOX Certification.

(iii) Health Benefits. Employee shall be entitled to continue to receive his existing medical and other insurance benefits through the end of March 2018 in accordance with the benefits as are currently in effect and thereafter at Employee's sole cost and expense. Employee may, if eligible, elect to continue healthcare coverage at Employee's expense in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or COBRA. Employee shall be responsible for the payment of all payroll taxes, Medicare and other taxes, if any arising out of this subsection, and shall indemnify the Company with respect to the payment of all such amounts.

(iv) Equity Awards.

(1) Upon the date that the Company's Form 10-K is filed with the U.S. Securities Exchange Commission, which 10-K shall contain the SOX Certification signed by the Employee, the Company shall issue to Employee a total of 200,000 shares of restricted common stock of the Company (the "**Share Awards**") pursuant to the Company's 2017 Equity Incentive Plan (the "Incentive Plan") (the date upon which the Share Awards are issued to the Employee being referred to herein as the "**Issuance Date**").

(2) The Share Awards shall vest as follows:

20% shall vest on the 31st day following the date of issuance and an additional 20% on each 31st day following the date of issuance until fully vested.

Until vested Employee may not sell, transfer, pledge or assign the Share Award. In the event of a material breach of this Agreement by Employee all unvested Share Awards to Employee shall be immediately cancelled. . The Parties acknowledge and agree that the Company shall not file any registration statement with respect to the Share Awards without the written consent of investors as provided in the UPA.

(v) Waiver of Right to Severance Compensation. Pursuant to Section 6 of the Employment Agreement, in the event of a termination of Employee's employment prior to expiration of the term of the Employment Agreement, Employee was entitled to be paid the base salary, bonus and coverage under any benefit plans as Employee would have been entitled had his employment or this Agreement not been terminated for twelve (12) months from the date of termination (the "**Severance Payment**"). For the absence of doubt, Employee hereby expressly acknowledges and agrees to the cancellation of the Severance Payment and that, in consideration for the promises contained herein and for the payments and benefits more particularly described in this Section 2 of this Agreement, Employee hereby waives and surrenders any and all rights to receive Severance Payment, or any other payment pursuant to the Employment Agreement, including without limitation, any other compensation not expressly provided for herein.

(vi) Waiver of Right to Bonus Compensation. Pursuant to Section 10 of the Employment Agreement, Employee was eligible to participate in the Company's employee benefit plans as then in-effect or adopted thereafter, it being understood that Employee would have the same rights and privileges to participate in such plans and benefits as any other executive employee during the term of the Employment Agreement, including Employee's right to receive annual incentive bonus compensation, and pursuant to Section 11 of the Employment Agreement, Employee was entitled to accrue thirty (30) paid vacation days per year. For the absence of doubt, Employee hereby waives any and all claims to the payment of any and all bonuses, benefits and vacation pay for which Employee is or could have been eligible or earned during 2017 or at any time thereafter under the Employment Agreement, pursuant to action of the Board of Directors or committee thereof, or any oral or written agreement or understanding which has not been paid as of the date of this Agreement (the "**Bonus**"). Employee expressly acknowledges and agrees that the Company has disputed the satisfaction of conditions precedent to payment of the Bonus and, in consideration for the promises contained herein and for the payments contemplated herein, including, without limitation, Section 2 hereof, Employee waives and surrenders any and all rights to receive payment of the Bonus, or any other payment pursuant to the Employment Agreement, including without limitation, any other compensation not expressly provided for herein.

(vii) Tax Matters. Unless withheld and paid in accordance with Company's normal payroll practices, Employee shall be responsible for the payment of all Employee payroll taxes, Medicare and other taxes and other taxes on any and all payments hereunder. Except as otherwise set forth herein, Employee will not be entitled to payment of any carry forward bonus, vacation or other incentive compensation, other than in accordance with the Company policy with respect to payment of any unused vacation/PTO pay (up to a maximum of 6 weeks) (payable in accordance with the Company's personnel policy manual in effect as of the date of this Agreement). Any tax, penalties or interest as a result thereof shall be the sole responsibility of Employee who agrees to indemnify and hold harmless the Company with respect thereto.

(viii) Termination of Employment Agreement. Employee and Company hereby acknowledge and agree that the Employment Agreement is hereby terminated and of no further force and effect and except as otherwise set forth herein, Employee shall not be entitled to any payment in the nature of severance, Change of Control or termination pay from the Company, and that the terms set forth herein is in full satisfaction of all obligations owed to Employee.

(ix) Full Satisfaction. The Parties acknowledge and agree that the consideration set forth in this Agreement is in full, final and complete settlement of any and all claims which Employee could make, against the Company or any of its affiliates, investors, attorneys, accountants or other third parties as of the Effective Date, in any complaint, charge, or civil action, whether for actual, nominal, compensatory, or punitive damages (including attorneys' fees). Employee acknowledges that such consideration is being made as consideration for the waivers and releases set forth therein. Notwithstanding anything herein to the contrary, Employee shall continue to be entitled to the full extent permitted by law to indemnification and advancement as set forth in Section 3 hereof, and to maintain and assert any counterclaim or defense (notwithstanding release herein) in any litigation in which the Employee shall be named as a defendant, which rights shall not be released hereby.

(c) Termination.

(i) If Employee's employment is terminated by the Company prior to the Employment Termination Date for (1) reasons other than for Cause or (2) as a result of Employee's Disability, Employee shall be entitled to receive all Payment and Benefits as set forth in Section 2(b) of this Agreement.

(ii) If, prior to the Employment Termination Date, Employee (1) voluntary resigns from the Company or (2) is terminated by the Company for Cause, Employee shall be entitled only to Payment and Benefits as set forth in Section 2(b) (i) of this Agreement through the date on which Employee's voluntary resignation or Employee's termination for Cause is deemed effective at which time all such Payment and Benefits shall terminate.

3. Releases.

(a) Employee's Release of the Company. In consideration for the payments and benefits described above and for other good and valuable consideration, Employee hereby releases and forever discharges the Company, as well as its affiliates and all of their respective directors, officers, employees, members, agents, and attorneys (the "**Released Parties**"), of and from any and all manner of actions and causes of action, suits, debts, claims, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, which he ever had, now has, or hereafter may have on account of his employment with the Company prior to the Effective Date, the termination of his employment with the Company, and/or any other fact, matter, incident, claim, injury, event, circumstance, happening, occurrence, and/or thing of any kind or nature which arose or occurred prior to the date when he executes this Agreement, including, but not limited to, any and all claims for wrongful termination; breach of any implied or express employment contract; unpaid compensation of any kind; breach of any fiduciary duty and/or duty of loyalty; breach of any implied covenant of good faith and fair dealing; negligent or intentional infliction of emotional distress; defamation; fraud; unlawful discrimination, harassment; or retaliation based upon age, race, sex, gender, sexual orientation, marital status, religion, national origin, medical condition, disability, handicap, or otherwise; any and all claims arising under arising under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"); the Equal Pay Act of 1963, as amended ("EPA"); the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Americans with Disabilities Act of 1990, as amended ("ADA"); the Family and Medical Leave Act, as amended ("FMLA"); the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); the Sarbanes-Oxley Act of 2002, as amended ("SOX"); the Worker Adjustment and Retraining Notification Act of 1988, as amended ("WARN"); and the common law of the State of California; and/or any other federal, state, or local law(s) or regulation(s); any and all claims for damages of any nature, including compensatory, general, special, or punitive; and any and all claims for costs, fees, or other expenses, including attorneys' fees, incurred in any of these matters. The Company acknowledges, however, that Employee does not release or waive any rights to contribution or indemnity under this Agreement to which he may otherwise be entitled. The Company also acknowledges that Employee does not release or waive any claims, and that he retains any rights he may have, to any vested 401(k) monies (if any) or benefits (if any), or any other benefit entitlement that is vested as of the Employment Termination Date pursuant to the terms of any Company-sponsored benefit plan governed by ERISA. Nothing contained herein shall release the Company from its obligations set forth in this Agreement.

(b) The Company's Release of Employee. In consideration for the Release set forth above and for other good and valuable consideration, Company hereby releases and forever discharges the Employee, and its heirs, personal representatives, successors and assigns (the "**Employee Released Parties**"), of and from any and all manner of actions and causes of action, suits, debts, claims, and demands whatsoever, in law or equity, known or unknown, asserted or unasserted, which Company ever had, now has, or hereafter may have on account of, relating to or arising out of Employee's employment with the Company prior to the Effective Date, and/or any other fact, matter, incident, claim, injury, event, circumstance, happening, occurrence, and/or thing of any kind or nature which arose or occurred prior to the date when Company executes this Agreement; provided however, that Employee shall not be released from any claims asserted by or related to any claims that can be asserted by shareholders of the Company or any regulatory body or authority, including any claim that could be considered within the scope of any release provided herein, including any of the Company's shareholders in any shareholder derivative action, class claims or similar action brought by any shareholder or on behalf of the Company.

Notwithstanding the foregoing, however, in the event that Employee is named as a defendant in any shareholder derivative action or is threatened to be made a party to any such action, Employee shall be entitled to be indemnified by the Company to the full extent permitted by law and shall be provided with coverage to the extent coverage is available under the Company's directors' and officers' liability insurance policies. Moreover, Employee acknowledges that the Company does not release or waive any rights to contribution or indemnity under this Agreement to which he may otherwise be entitled. Nothing contained herein shall release Employee from his obligations set forth in this Agreement.

4. Mutual Consent. The Parties hereto, and each of them, do hereby: (i) acknowledge that they have reviewed or caused to be reviewed the Employment Agreement, including with counsel of their choice; (ii) acknowledge that they have reviewed or cause to be reviewed this Agreement, including with counsel of their choice; (iii) unconditionally consent to the termination of the Employment Agreement by the Company and Employee; and (iv) unconditionally consent to the release of any and all claims as described in Section 4 of this Agreement as applicable.

5. Non-Disparagement. Each of Employee and the Company hereby agrees, for himself and itself and any other of their respective representatives while they are acting on his or its behalf, that he and it have not and will not, directly or indirectly, disparage, make negative statements about or act in any manner which is intended to or does damage to the goodwill or business or personal reputations of the other party or their respective affiliates.

6. Confidential Information; Proprietary Matters.

(a) Confidential Information. Employee understands and acknowledges that during the course of his employment by the Company through the Employment Termination Date, he had access to Confidential Information (as defined below) of the Company. Employee agrees that, at no time during the Term or thereafter, will Employee (i) use Confidential Information for any purpose other than in connection with services provided under this Agreement or (ii) disclose Confidential Information to any person or entity other than to the Company or persons or entities to whom disclosure has been authorized by the Company. As used herein, "Confidential Information" includes all data or material (regardless of form) with respect to the Company or any of its assets, prospects, business activities, officers, directors, employees, borrowers, or clients which is: (i) a trade secret, as defined by the Uniform Trade Secrets Act: (i) provided, disclosed, or delivered to Employee by the Company, any officer, director, employee, agent, attorney, accountant, consultant, or other person or entity employed by the Company in capacity, any client, borrower, advisor, or business associate of the Company, or any public authority having jurisdiction over the Company or any business activity conducted by the Company; or (iii) produced, developed, obtained or prepared by or on behalf of Employee or the Company (whether or not such information was developed in the performance of the Agreement). Notwithstanding the foregoing, the term "Confidential Information" shall not include any information, data, or material which, at the time of disclosure or use, was generally available to the public other than by a breach of this Agreement, was available to the party to whom disclosed on a non-confidential basis by disclosure or access provided by the Company or a third party without breaching any obligations of the Company or such third party, or was otherwise developed or obtained legally and independently by the person to whom disclosed without a breach of this Agreement. This Section 6(a) shall not preclude Employee from disclosing Confidential Information if compelled to do so by law or valid legal process, provided that if Employee believes Employee is so compelled by law or valid legal process, Employee will notify the Company in writing sufficiently in advance of any such disclosure to allow the Company the opportunity to defend, limit, or otherwise protect its interests against such disclosure unless such notice is prohibited by law. The rights and obligations of the Parties under this Section 6(a) shall survive the expiration or termination of this Agreement for any reason.

(b) Proprietary Matters. Employee expressly agrees that any and all improvements, inventions, discoveries, processes, or know-how that are generated or conceived by Employee during the term of his employment through the Employment Termination Date, whether conceived during Employee's regular working hours or otherwise, will be the sole and exclusive property of the Company. Whenever requested by the Company (either as of the Employment Termination Date or thereafter), Employee will assign or execute any and all applications, assignments and/or other documents, and do all things, which the Company reasonably deems necessary or appropriate, in order to permit the Company to: (i) assign and convey, or otherwise make available to the Company, the sole and exclusive right, title, and interest in and to said improvements, inventions, discoveries, processes or know-how; or (ii) apply for, obtain, maintain, enforce and defend patents, copyrights, trade names, or trademarks of the United States or of foreign countries for said improvements, inventions, discoveries, processes, or know-how. However, the improvements, inventions, discoveries, processes, or know-how generated or conceived by Employee and referred to in this Section 6(b) (except those which may be included in the patents, copyrights, or registered trade names or trademarks of the Company) will not be exclusive property of the Company at any time after having been disclosed or revealed or have otherwise become available to the public or to a third party on a non-confidential basis other than by a breach of the Agreement or after they have been independently developed or discussed without a breach of this Agreement by a third party who has no obligation to the Company. The rights and obligations of the Parties under this Section 6(b) shall survive the expiration or termination of this Agreement for any reason.

(c) Injunctive Relief. Employee acknowledges and agrees that any violation of Sections 6(a) and 6(b) of this Agreement would result in irreparable harm to the Company and, therefore, agrees that, in the event of an actual, suspected, or threatened breach of Sections 6(a) and 6(b) of this Agreement, the Company shall be entitled to an injunction restraining Employee from committing or continuing such actual, suspected or threatened breach. The Parties acknowledge and agree that the right to such injunctive relief shall be cumulative and shall not be in lieu of, or be construed as a waiver of the Company's right to pursue, any other remedies to which it may be entitled in law or in equity. The Parties agree that for purposes of Sections 7(a) and 7(b) of the Agreement, the term "Company" shall include the Company and its affiliates as well as any person or entity that is assignee of the rights of Company in and to any such Confidential Information. Notwithstanding anything herein to the contrary Company agrees that Consultant may render assistance, including for compensation, to any assignee of the Company's intellectual property which shall not deemed a violation hereof.

7 . Return of Property. Immediately upon the Employment Termination Date, Employee shall return to the Company all of Company's property, including, without limitation, Confidential and Proprietary Information (as that term is defined above), office keys, Company identification cards, access passes, and all documents, files, equipment, computers, laptops, printers, telephones, cell phones, beepers, pagers, palm pilots, BlackBerry or similar devices, fax machines, credit cards, computer software, diskettes and access materials and other property prepared by, for or belonging to Company (all of such Company Property being referred to herein as "**Company Property**"). Following the Employment Termination Date, Employee shall not (i) utilize Company Property or make or retain any copies, duplicates, reproductions or excerpts of Company Property; and (ii) access, utilize or affect in any manner, any of Company Property, including, without limitation, its electronic communications systems or any information contained therein.

8 . Future Cooperation. Employee agrees to reasonably cooperate with the Company, its financial and legal advisors in any claims, investigations, administrative proceedings or lawsuits which relate to the Company and for which Employee may possess relevant knowledge or information. Any travel and accommodation expenses incurred by the Employee as a result of such cooperation will be reimbursed in accordance with the Company's standard policies. The Parties agree that should Employee's assistance be required in connection with any business matters that the Parties will agree to reasonable compensation for such services.

9 . Applicable Law and Dispute Resolution. Except as to matters preempted by ERISA or other laws of the United States of America, this Agreement shall be interpreted solely pursuant to the laws of the State of Nevada, exclusive of its conflicts of laws principles. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of Nevada, for the purposes of any suit, action, or other proceeding arising out of this Agreement or any transaction contemplated hereby.

10. Entire Agreement. This Agreement may not be changed or altered, except by a writing signed by both Parties. Until such time as this Agreement has been executed and subscribed by both Parties hereto: (i) its terms and conditions and any discussions relating thereto, without any exception whatsoever, shall not be binding nor enforceable for any purpose upon any party; and (ii) no provision contained herein shall be construed as an inducement to act or to withhold an action, or be relied upon as such. This Agreement constitutes an integrated, written contract, expressing the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, between the Parties.

11. Assignment. Employee has not assigned or transferred any claim he is releasing, nor has he purported to do so. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable. This Agreement binds Employee's heirs, administrators, representatives, executors, successors, and assigns, and will insure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

12. Binding Effect. This Agreement will be deemed binding and effective immediately upon its execution by the Employee; provided, however, that in accordance with the Age Discrimination in Employment Act of 1967 ("ADEA") (29 U.S.C. § 626, as amended), Employee's waiver of ADEA claims under this Agreement is subject to the following: Employee may consider the terms of his waiver of claims under the ADEA for twenty-one (21) days before signing it and may consult legal counsel if Employee so desires. Employee may revoke his waiver of claims under the ADEA within seven (7) days of the day he executes this Agreement. Employee's waiver of claims under the ADEA will not become effective until the eighth (8th) day following Employee's signing of this Agreement. Employee may revoke his waiver of ADEA claims under this Agreement by delivering written notice of his revocation, via facsimile and overnight mail, before the end of the seventh (7th) day following Employee's signing of this Agreement to: Harvey Kesner, Esq., Sichenzia Ross Ference Kesner LLP, 61 Broadway, 32nd Floor, New York, NY 10006, Fax: 212-930-9725. In the event that Employee revokes his waiver of ADEA claims under this Agreement prior to the eighth (8th) day after signing it, the remaining portions of this Agreement and the duties and obligations of each party under this Agreement shall remain in full force in effect. Employee further understands that if Employee does not revoke the ADEA waiver in this Agreement within seven (7) days after signing this Agreement, his waiver of ADEA claims will be final, binding, enforceable, and irrevocable.

EMPLOYEE UNDERSTANDS THAT FOR ALL PURPOSES OTHER THAN HIS WAIVER OF CLAIMS UNDER THE ADEA, THIS AGREEMENT WILL BE FINAL, EFFECTIVE, BINDING, AND IRREVOCABLE IMMEDIATELY UPON ITS EXECUTION.

13. Acknowledgements. The Parties agree that:

(a) Each has consulted with and has been represented by counsel in connection with the negotiation and execution of this Agreement;

(b) Employee has been advised that Sichenzia Ross Ference Kesner LLP has acted as counsel to the Company and not to Employee, and Employee has been advised to consult and has been provided with an opportunity to consult with legal counsel of his choosing in connection with this Agreement;

(c) Each fully understands the significance of all of the terms and conditions of this Agreement and has discussed them with each of their respective independent legal counsel or has been provided with a reasonable opportunity to do so;

(d) Each has had answered to his satisfaction any questions asked with regard to the meaning and significance of any of the provisions of this Agreement;

(e) Employee is signing this Agreement knowingly, voluntarily and in full settlement of all claims which existed in the past or which currently exist that arise out of his employment with the Company or the termination of his Employment; and

(f) Each agrees to abide by all the terms and conditions contained herein.

14. Notices. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be delivered (i) personally or (ii) by first class mail, certified, return receipt requested, postage prepaid, (iii) by overnight courier, with acknowledged receipt, in the manner provided for in this Paragraph 15, and properly addressed as follows:

If to the Company:

Marathon Patent Group, Inc.
11100 Santa Monica Blvd., Ste. 380
Los Angeles, CA

With a copy to:

Harvey Kesner, Esq.
Sichenzia Ross Ference Kesner LLP
1185 Avenue of the Americas, 37th Floor
New York, NY 10036

If to Employee:

Francis Knuettel II
3465 S. Madison Street
Denver, CO 80210

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

[Signature page follows]

IN WITNESS HEREOF, the Parties hereby enter into this Agreement and affix their signatures as of the date first above written.

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall

Name: Doug Croxall
Title: Chief Executive Officer

/s/ FRANCIS KNUETTEL II
FRANCIS KNUETTEL II

EMPLOYEE EMPLOYMENT AGREEMENT

This EMPLOYEE EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of the 30th day of August, 2017 ("Effective Date"), by and between Marathon Patent Group, Inc. a Nevada corporation with an address at 11100 Santa Monica Blvd Suite 380 Los Angeles, CA 90025, and James Crawford, with an address at 4215 324th Avenue SE, Fall City, WA 98024 ("Employee").

WITNESSETH:

WHEREAS, Employee desires to be employed by the Company as its Chief Operating Officer ("COO") and the Company wishes to employ Employee in such capacity;

WHEREAS, Employee and Company agree that this Agreement supersedes all existing agreements, other than previously granted option agreements, between Employee and Company, both written and oral and all such agreements will be void;

NOW, THEREFORE, in consideration of the foregoing recitals and the respective covenants and agreements of the parties contained in this document, the Company and Employee hereby agree as follows:

1. Employment and Duties. The Company agrees to employ and Employee agrees to serve as the Company's COO. The duties and responsibilities of Employee shall include the duties and responsibilities as Doug Croxall or the CEO may from time to time reasonably assign to Employee. Employee shall devote such working time and efforts during the Company's normal business hours to the business and affairs of the Company and its subsidiaries and to the diligent and faithful performance of the duties and responsibilities duly assigned to his pursuant to this Agreement.
2. Commencement: At Will. The Employee will commence his employment on September 1, 2017. Employee recognizes that he as an "at-will" employee and this Agreement confers no fixed length of employment with the Company.
3. Place of Employment. Employee's job sites shall be as agreed to between the Company and Employee. The parties acknowledge, however, that Employee may be required to travel in connection with the performance of his duties hereunder.
4. Base Salary. For all services to be rendered by Employee pursuant to this Agreement, the Company agrees to pay Employee during the Employment Period a base salary (the "Base Salary") of \$90,000.00 per annum. The Base Salary shall be paid in accordance with the Company's regular practices.
5. Clawback Rights. Annual Incentive Compensation, if any, shall be subject to the Company Clawback Rights (as defined below). "Company Clawback Rights" shall be defined as follows: In the event that the Company shall restate or revise any previously announced prior period earnings or other results upon which any Annual Incentive Compensation to Employee shall have been determined (a "Restatement"), any Annual Incentive Compensation resulting from such earnings or results shall be adjusted to retroactively take into account the restated or revised earnings or results, and any excess Annual Incentive Compensation resulting from such restated or revised earnings or results shall be immediately surrendered to the Company. The Company shall have the right to take any and all action to effectuate the Company Clawback Rights without further action by Employee, by way of setoff. All determinations by the Compensation Committee with respect to the Clawback Rights shall be final and binding on the company and Employee. The parties acknowledge it is their intention that the foregoing Clawback Rights as related to Restatements conform in all respects to the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd Frank Act") relating to recovery of all "incentive-based" compensation, pursuant to the provisions of the Dodd Frank Act and any and all rules and regulations promulgated thereunder from time to time in effect. Accordingly, the terms and provisions of this Agreement shall be deemed automatically amended from time to time to assure compliance with the Dodd Frank Act and such rules and regulations as hereafter may be adopted and in effect.

6. Expenses. Employee shall be entitled to prompt reimbursement by the Company for all reasonable ordinary and necessary travel, entertainment, and other expenses incurred by Employee while employed (in accordance with the policies and procedures established by the Company for its senior Employee officers) in the performance of his duties and responsibilities under this Agreement; provided, that Employee shall properly account for such expenses in accordance with Company policies and procedures.

7. Other Benefits. During the term of this Agreement, Employee shall be eligible to participate in incentive, savings, retirement (401(k)), and welfare benefit plans, including, without limitation, health, medical, dental, vision, life (including accidental death and dismemberment) and disability insurance plans (collectively, "Benefit Plans"), in substantially the same manner and at substantially the same levels as the Company makes such opportunities available to the Company's managerial or salaried employees.

8. Termination of Employment.

(a) Death. If Employee dies during the Employment Period, this Agreement and Employee's employment with the Company shall automatically terminate and the Company shall have no further obligations to Employee or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay to Employee's heirs, administrators or executors any earned but unpaid Base Salary and vacation pay, unpaid *pro rata* Annual Incentive Compensation through the date of death and reimbursement of any and all reasonable and documented expenses paid or incurred by Employee in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(b) Disability. In the event that, during the term of this Agreement Employee shall be prevented from performing his duties and responsibilities hereunder to the full extent required by the Company by reason of Disability (as defined below), this Agreement and Employee's employment with the Company shall automatically terminate and the Company shall have no further obligations or liability to Employee or her heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay Employee or his heirs, administrators or executors any earned but unpaid Base Salary, unpaid *pro rata* Annual Incentive Compensation and unused vacation days accrued through Employee's last date of Employment with the Company and reimbursement of any and all reasonable and documented expenses paid or incurred by Employee in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions through the last date of Employee's employment with the Company. For purposes of this Agreement, "Disability" shall mean a physical or mental disability that prevents the performance by Employee, with or without reasonable accommodation, of his duties and responsibilities hereunder for a period of not less than an aggregate of three (3) months during any twelve (12) consecutive months.

9. Confidential Information.

(a) Disclosure of Confidential Information. Employee recognizes, acknowledges and agrees that he has had and will continue to have access to secret and confidential information regarding the Company, its subsidiaries and their respective businesses ("Confidential Information"), including but not limited to, its products, methods, formulas, patents, sources of supply, customer dealings, data, know-how, trade secrets and business plans, provided such information is not in or does not hereafter become part of the public domain, or become known to others through no fault of Employee. Employee acknowledges that such information is of great value to the Company, is the sole property of the Company, and has been and will be acquired by him in confidence. In consideration of the obligations undertaken by the Company herein, Employee will not, at any time, during or after his employment hereunder, reveal, divulge or make known to any person, any information acquired by Employee during the course of his employment, which is treated as confidential by the Company, and not otherwise in the public domain. The provisions of this Section 12 shall survive the termination of Employee's employment hereunder.

(b) Employee affirms that he does not possess and will not rely upon the protected trade secrets or confidential or proprietary information of any prior employer(s) in providing services to the Company or its subsidiaries.

(c) In the event that Employee's employment with the Company terminates for any reason, Employee shall deliver forthwith to the Company any and all originals and copies, including those in electronic or digital formats, of Confidential Information.

12. Non-Solicitation and Non-Interference.

(a) Employee will not recruit, solicit or hire, or attempt to recruit, solicit or hire, any employee, or independent contractor of the Company to leave the employment (or independent contractor relationship) thereof, whether or not any such employee or independent contractor is party to an employment agreement;

(b) Employee will not Interfere with any relationship, contractual or otherwise, between the Company and any other party, including, without limitation, any supplier, distributor, co-venturer or joint venturer of the Company to discontinue or reduce its business with the Company or otherwise interfere in any way with the business of the Company.

13. Miscellaneous.

(a) Employee acknowledges that the services to be rendered by him under the provisions of this Agreement are of a special, unique and extraordinary character and that it would be difficult or impossible to replace such services. Furthermore, the parties acknowledge that monetary damages alone would not be an adequate remedy for any breach by Employee of Section 12 or Section 13 of this Agreement. Accordingly, Employee agrees that any breach or threatened breach by her of Section 12 or Section 13 of this Agreement shall entitle the Company, in addition to all other legal remedies available to it, to apply to any court of competent jurisdiction to seek to enjoin such breach or threatened breach. The parties understand and intend that each restriction agreed to by Employee hereinabove shall be construed as separable and divisible from every other restriction, that the unenforceability of any restriction shall not limit the enforceability, in whole or in part, of any other restriction, and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. In the event that any restriction in this Agreement is more restrictive than permitted by law in the jurisdiction in which the Company seeks enforcement thereof, such restriction shall be limited to the extent permitted by law. The remedy of injunctive relief herein set forth shall be in addition to, and not in lieu of, any other rights or remedies that the Company may have at law or in equity.

(b) Neither Employee nor the Company may assign or delegate any of their rights or duties under this Agreement without the express written consent of the other; provided, however, that the Company shall have the right to delegate its obligation of payment of all sums due to Employee hereunder, provided that such delegation shall not relieve the Company of any of its obligations hereunder.

(c) This Agreement constitute and embody the full and complete understanding and agreement of the parties with respect to Employee's employment by the Company, supersede all prior understandings and agreements, whether oral or written, between Employee and the Company, and shall not be amended, modified or changed except by an instrument in writing executed by the party to be charged. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

(d) This Agreement shall inure to the benefit of, be binding upon and enforceable against, the parties hereto and their respective successors, heirs, beneficiaries and permitted assigns.

(e) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable national overnight delivery service (e.g. Federal Express) for overnight delivery to the party at the address set forth in the preamble to this Agreement, or to such other address as either party may hereafter give the other party notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after deposited in the mail or one business day after deposited with an overnight delivery service for overnight delivery.

(g) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws and each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the New York, New York.

(h) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. The parties hereto have executed this Agreement as of the date set forth above.

(i) Employee represents and warrants to the Company, that he has the full power and authority to enter into this Agreement and to perform his obligations hereunder and that the execution and delivery of this Agreement and the performance of his obligations hereunder will not conflict with any agreement to which Employee is a party.

(j) Employee confirms that he agrees to be bound by the Company's code of conduct and corporate governance requirements and by all company policies, rules and procedures now in effect or as adopted in the future

IN WITNESS WHEREOF, Employee and the Company have caused this Employee Employment Agreement to be executed as of the date first above written.

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall

Name: Doug Croxall

Title: Chief Executive Officer

By: /s/ James Crawford

Name: James Crawford

Employee

Consulting Termination and Release Agreement

This release agreement dated August 31, 2017 (the "Agreement") is entered into by and among Marathon Patent Group, Inc. ("Marathon" or the "Company") and Erich Spangenberg ("Vendor") (hereinafter referred to from time to time collectively as the "Parties" and individually as a "Party").

- 1 . **Termination.** The Consulting Agreement entered into between Company and Vendor on August 3, 2017 is hereby terminated, effective immediately; provided, however, Sections 4, 5, 7 and 9 shall survive such termination and are incorporated herein by reference.
- 2 . **Option Grant.** Vendor was granted an option to purchase 500,000 shares of the Company's common stock at a price of \$1.87 per share on May 10, 2016. As of the date of this agreement, the option to purchase 312,500 shares have vested and the option to purchase 187,500 shares have not vested.
- 3 . **Complete Mutual Release of All Claims to Date.** Except for the obligations undertaken herein, the Parties mutually release each other and their affiliates, from any and all liabilities, charges, complaints, claims, demands, causes of action, or suits at law or equity of whatever kind or nature, known or unknown, which they may now have or may hereafter assert based, in whole or in part, as well as, any counterclaims, crossclaims, defenses, or set offs. **This is a full, general and complete mutual release of all claims to date.** The Parties acknowledge and agree that it is their mutual intent that, with the exception of the obligations contained in this Agreement, all relations, obligations, and duties that the Parties have toward one another are hereby ended and upon payment the Company shall be entitled to reflect a \$0 sum balance on its financial statements. The Company will not take any action that in any way adversely effects the rights of Vendor under the options or grant referred to above or the related agreements. This Agreement will have no impact on any amounts payable or that may become payable in the future by the Company to any affiliate or former affiliate of Vendor, including under various interest purchase agreements to which the Company or its affiliates are a party.
- 4 . **Merger.** Except as provided herein, any and all previous understandings between the Parties with respect to the subject matter contained herein are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties hereto.
- 5 . **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, their respective heirs, estates, executors, administrators, predecessors, successors and assigns, upon any entity into which any of them may merge, consolidate or combine and as otherwise set forth herein.
- 6 . **Acknowledgements.** Each Party to this Agreement acknowledges and represents that: (a) each has read the Agreement; (b) each clearly understands the Agreement and each of its terms; (c) each fully and unconditionally consents to the terms of this Agreement; (d) each has had the benefit and advice of counsel of its own selection; (e) each has executed this Agreement freely and without undue influence or duress; and (f) each is not relying upon any representations or communications, either written or oral, express or implied, made by any person or entity other than as set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Marathon Patent Group, Inc.

Erich Spangenberg

By: /s/ Doug Croxall
Print Name: Doug Croxall
Title: CEO

By: /s/ Erich Spangenberg
Print Name: Erich Spangenberg
Title: Consultant

Consulting Agreement

This Consulting Agreement (this “**Agreement**”) is made and entered into as of August 31, 2017 (the “**Effective Date**”) by and between Marathon Patent Group, Inc., a Nevada corporation, with an address at 11100 Santa Monica Boulevard, Suite 380, Los Angeles, California 90025 (the “**Company**”) and Page Innovations, LLC with an address at 1455 Ocean Drive, Miami Beach, Florida 33139 (the “**Consultant**”).

WITNESSETH:

WHEREAS, an affiliate of Consultant served as an employee of the Company from May 11, 2016 until August 3, 2017, with such employment terminated as of the date thereof;

WHEREAS, an affiliate of the Consultant had previously entered into a first consulting agreement dated August 3, 2017, which was terminated on August 30, 2017 and this Agreement is entered into after the termination of the first consulting agreement; and

WHEREAS, the Company desires the Consultant’s advice and expertise in support of its restructuring.

NOW, THEREFORE, in consideration of the foregoing recitals and the respective covenants and agreements contained in this document, the Company and the Consultant hereby agree as follows.

1. **Consulting Services.**

2.1 The Consultant shall provide advice pursuant to the restructuring (the “**Consulting Services**”). The Consulting Services shall not exceed one hour per business day or more than ten hours per month or more than 20 hours in any calendar year.

2.2 The Consulting Services will be provided by the Consultant from such locations, and at such times, as the parties shall reasonably determine.

2.3 The Consultant agrees to provide the Consulting Services to the best of his reasonable abilities, but guarantees no particular outcome.

2.4 It is hereby acknowledged and agreed by the parties that the Consultant is, and may in the future, be engaged in other activities, whether alone or with others, whether as an individual or through an entity, that may be competitive to or conflict with the business of the Company. The Company acknowledges and confirms that it has assessed the risks of any potential competitive matters and conflicts and has determined that the benefits of engaging the Consultant outweigh the risks of any potential competitive matters or conflicts.

2. **Stock Grant.** The Consultant shall be granted 100,000 shares of the Company’s common stock (the “**Consulting Fees**”). The shares shall be registered by the Company in the next registration statement filed by the Company. The Consulting Fee shall be fully earned on the date of this Agreement.

3 . **Representations by each Party.** Each party represents and warrants to the other party that the execution and delivery of this Agreement and the fulfillment of the terms hereof: (i) have been duly approved by all necessary corporate action on the part of such party; (ii) will not constitute a default under or breach of any agreement or other instrument to which the party is a party or by which the party is bound and (ii) do not require the consent of any person or entity, which consent has not heretofore been received.

4 . **Indemnification.** The Company shall indemnify, hold harmless and reimburse the Consultant and all of its affiliates, officers, directors, employees, agents and associates (the “**Indemnified Parties**”) to the fullest extent lawful against any and all claims, losses, damages, liabilities, expenses, costs, actions, joint or several, of any nature or type whatsoever, including, without limitation, fees and expenses of counsel (“**Indemnified Expenses**”), relating to or arising from this Agreement, the Consulting Services, any other matter whatsoever relating to or involving the Consultant’s engagement by the Company or any other matter whatsoever relating to or involving Consultant’s or Indemnified Parties’ prior role with the Company and/or transactions of the Company in which the Consultant or any Indemnified Party was involved, except to the extent (and only to the extent) that a court of competent jurisdiction (after any final appeal) determines that such Indemnified Expenses arose exclusively from the Consultant’s or the Indemnified Parties’ reckless or willful misconduct.. This section will survive any termination of this Agreement.

5. **Independent Contractor.** Consultant is an independent contractor, not an employee of the Company.

6 . **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and no other arrangement, understanding or agreement, verbal or otherwise, shall be binding upon the parties hereto. This Agreement may not be assigned by any of the parties hereto, and may not be amended or modified, except by the written consent of both parties hereto. No failure or delay on the part of any party hereto in exercising any right, power to remedy hereunder shall operate as a waiver thereof. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder thereof, and shall in no way affect, impair or invalidate any other covenant, condition or other provision therein contained. If such condition, covenant or other provisions shall be deemed invalid due to its scope of breadth, such covenant, condition or other provision shall be deemed valid to the extent permitted by law. All notices required to be delivered under this Agreement shall be effective only if in writing and shall be deemed given when received by the party to whom notice is required to be given and shall be delivered personally, or by registered mail to the addresses set forth above. This Agreement shall be governed by and construed under the laws of the State of New York, exclusive of its choice of law rules and any dispute shall be resolved in an arbitration proceeding by one (1) arbitrator selected pursuant to the rules of the International Chamber of Commerce (the “**ICC**”), as they then exist exclusively at the International Chamber of Commerce located in Paris, France. The ruling of the ICC shall be enforceable anywhere in the world. The arbitration shall be conducted in the English language. The parties hereby waive any and all objection to venue or any other objection that may be raised to resolving disputes as set forth in this Section. This section will survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MARATHON PATENT GROUP, INC.

PAGE INNOVATIONS, LLC

/s/ Doug Croxall

/s/ Erich Spangenberg

Name: Doug Croxall
Title: Chief Executive Officer

Name: Erich Spangenberg
Title: Manager

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”), dated as of September 1, is entered into between Marathon Group S.A., a company incorporated under the laws of Luxembourg, having its registered office at 15, rue Edward Steichen, L-2540 Luxembourg (the “**Seller**”), and GPat Technology, LLC, located at 1333 W McDermott Drive, Ste. 200, Allen, TX 75014 (the “**Buyer**” and, together with the Seller, the “**Parties**”).

WHEREAS, Seller owns 12,500 shares having a nominal value of EUR 1.- (one EURO) each (the “**Shares**”), of Munitech IP S.a r.l., a company incorporated under the laws of Luxembourg, having its registered office at 15, rue Edward Steichen, L-2540 Luxembourg, and registered with the Luxembourg register of trade and companies under B 205269 (the “**Company**”); and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 . Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 2), Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the Shares.

2 . Closing. The closing of the transactions contemplated in this Agreement (the “Closing”) shall take place remotely via the exchange of signatures on September 1, 2017 or as soon as practicable thereafter, following the satisfaction or waiver by the applicable Party of each of the conditions set forth in Section 3. The date on which the Closing shall take place is herein referred to as the “Closing Date”.

3. Closing Conditions.

(a) The obligation of Seller to sell, transfer and assign the Shares to Buyer hereunder is subject to the satisfaction of the following conditions as of the Closing:

(i) the representations and warranties of Buyer in Section 5 hereof shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) Buyer shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(iii) Buyer shall have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of the transactions contemplated herein; and

(iv) Buyer shall have caused its counsel to assist the Company to insert all appropriate mentions in the Company's share register in relation to the transactions contemplated herein and start publication proceedings as required by Luxembourg company law, provided, however, that the Seller has received the required documents and information to comply with the applicable anti-money laundering regulations.

(b) The obligation of Buyer to purchase the Shares from Seller is subject to the satisfaction of the following conditions as of the Closing:

(i) the representations and warranties of Seller in Section 4 shall be true and correct on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) Seller shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(iii) Seller shall, with the assistance of Buyer's counsel, have caused the Company to insert all appropriate mentions in the Company's share register in relation to the transactions contemplated herein and start publication proceedings as required by Luxembourg company law, provided, however, that the Seller has received the required documents and information to comply with the applicable anti-money laundering regulations; and

(iv) Seller shall have paid Buyer \$25,000 in immediately available funds, pursuant to the wire instructions attached hereto as Exhibit A.

4 . Representations and Warranties of Seller. As of the date of this Agreement and as of the Closing (except to the extent such representations and warranties speak expressly as of an earlier date), the Seller represents and warrants to the Buyer as follows:

(a) Seller is a company incorporated under the laws of Luxembourg.

(b) Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Seller has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except that the enforcement hereof and thereof may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

(c) The execution, delivery and performance by Seller of this Agreement do not conflict with, violate or result in the breach of, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Seller is a party or is subject or by which the Shares are bound.

(d) No governmental, administrative or other third party consents or approvals are required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(e) There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, "**Actions**") pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(f) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

(g) The execution, delivery and performance by the Seller of this Agreement does not, and consummation of the transactions contemplated herein will not, (i) violate, conflict with, or result in any breach of any provisions of its charter documents, or operating agreement or bylaws; (ii) violate, conflict with or result in a violation or breach of, or constitute a default (with or without due notice or lapse of time or both) under, any of the terms, conditions or provisions of any material contract, loan or credit agreement, note, bond, mortgage, indenture or deed of trust, or any license, lease, agreement, or other instrument or obligation, to which the Seller is a party or by which the Seller or any material portion of its assets is bound; or (iii) violate any applicable law binding upon the Seller or by which it or any material portion of its assets is bound, except, with respect to clauses (ii) and (iii), such violations, conflicts, breaches or defaults as would not interfere with the ability of the Seller to perform its obligations under this Agreement.

(h) Set forth on Disclosure Schedule 4(h) is a list of all issued patents and pending patent applications (the "Intellectual Property") owned by the Company.

(i) Set forth on Disclosure Schedule 4(i) is a list of all licenses, sublicenses and other agreements (collectively, the “Material Agreements”) by or through which persons grant the Company or the Company grants any other persons any exclusive or non-exclusive rights or interests in or to any (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections.

(j) Set forth on Disclosure Schedule 4(j) is a list of the Company’s liabilities (the “Liabilities”).

(k) Set forth on Disclosure Schedule 4(k) is a list of the Company’s court bonds on deposit (the “Bonds”).

(l)

5 . Representation and Warranties of Buyer. As of the date of this Agreement and as of the Closing (except to the extent such representations and warranties speak expressly as of an earlier date), the Buyer represents and warrants to the Seller as follows

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of Texas.

(b) Buyer has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite [corporate/limited liability company/partnership] action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms except that the enforcement hereof and thereof may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors’ rights generally and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

(c) No governmental, administrative or other third party consents or approvals are required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(d) There are no Actions pending or, to the knowledge of Buyer, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(e) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

(f) The execution, delivery and performance by the Buyer of this Agreement does not, and consummation of the transactions contemplated herein will not, (i) violate, conflict with, or result in any breach of any provisions of its charter documents, or operating agreement or bylaws; (ii) violate, conflict with or result in a violation or breach of, or constitute a default (with or without due notice or lapse of time or both) under, any of the terms, conditions or provisions of any material contract, loan or credit agreement, note, bond, mortgage, indenture or deed of trust, or any license, lease, agreement, or other instrument or obligation, to which the Buyer is a party or by which the Buyer or any material portion of its assets is bound; or (iii) violate any applicable law binding upon the Buyer or by which it or any material portion of its assets is bound, except, with respect to clauses (ii) and (iii), such violations, conflicts, breaches or defaults as would not interfere with the ability of the Buyer to perform its obligations under this Agreement.

(g) The Buyer acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning, the Intellectual Property, Liabilities, Material Agreements, the Company and the Company's businesses and operations, and the Buyer has been furnished with or given full access to such information about the Intellectual Property, Material Agreements, Liabilities, the Company and the Company's businesses and operations as it requested. The Buyer agrees that, except for the representations and warranties made by the Seller that are expressly set forth herein, none of the Seller, the Company, nor any of their affiliates or representatives has made and shall not be deemed to have made to the Buyer or its affiliates or representatives any representation or warranty of any kind.

6. Indemnification.

(a) Indemnification by Buyer. Subject to the other terms and conditions of this Section 6, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective Representatives (collectively, the "Seller Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to, or by reason of:

- (i) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement; or

(ii) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement.

(b) Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the “Indemnified Party”) shall promptly provide written notice of such claim to the other party (the “Indemnifying Party”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed).

(c) Survival. The representations and warranties contained in Section5 of this Agreement shall survive the Closing and expire only upon expiration of the applicable statute of limitations.

7 . Responsibility for Liabilities. The Parties agree that following the Closing, Company, and not Seller, shall be responsible for the payment, performance or discharge of any and all liabilities and obligations of the Company, whether arising before or after the Closing, including but not limited to the Liabilities.

8 . Compliance with the Laws of the Grand-Duchy of Luxembourg. Buyer shall be responsible for compliance with all applicable laws of the Grand-Duchy of Luxembourg (the “Luxembourg Laws”) and shall indemnify Seller and hold Seller harmless against and in respect of any and all Losses (including, without limitation, reasonable attorneys’ fees) incurred by Seller resulting from any conflict with, violation or breach of any Luxembourg Laws.

9 . Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

10. Termination. This Agreement may be terminated at any time prior to the Closing (a) by the mutual written consent of Buyer and Seller or (b) by either Buyer or Seller if the Closing does not occur by [DATE]. Upon termination, all further obligations of the parties under this Agreement shall terminate without liability of any party to the other parties to this Agreement, except that no such termination shall relieve any party from liability for any fraud or willful breach of this Agreement.

11. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section and which shall include email notification to dan@perezlaw.com). All Notices shall be delivered by personal delivery, internationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed.

15. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

16. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Grand-Duchy of Luxembourg. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the courts of the district of Luxembourg-City.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

GPat Technology, LLC

By /s/ Daniel F. Perez

Name: Daniel F. Perez

Title: President

Marathon Group S.A.

By /s/ Francis Knuettel II

Name: Francis Knuettel II

Title: Director

Exhibit A

Buyer Wire Instructions

GPat Technology, LLC
Chase Bank
Account Number: 206861921
Routing Number: 111000614

Disclosure Schedules

Disclosure Schedule 4(h): Intellectual Property

<u>Country</u>	<u>Primary</u>	<u>Priority Date</u>	<u>Issued Date</u>	<u>Expiry Date</u>
CHINA	CN1153380C	04/28/98	06/09/04	04/28/18
CHINA	CN1306721C	10/09/98	03/21/07	10/09/18
CHINA	CN1135734C	10/09/98	01/21/04	10/09/18
CHINA	CN1265671C	11/04/98	07/19/06	11/04/18
CHINA	CN1132488C	12/09/98	12/24/03	12/09/18
CHINA	CN1314277C	06/15/99	05/02/07	06/15/19
CHINA	CN1316834C	06/15/99	05/16/07	06/15/19
CHINA	CN1130099C	06/15/99	12/03/03	06/15/19
CHINA	CN1183791C	07/14/00	01/05/05	07/14/20
CHINA	CN100574286C	06/27/01	12/23/09	06/27/21
CHINA	CN1631048B	05/15/02	03/09/11	05/15/22
CHINA	CN1675943B	02/03/03	11/23/11	08/02/22
CHINA	CN100466823C	03/04/29	03/04/09	02/03/23
CHINA	CN1188977C	09/24/97	02/09/05	09/24/17
EPO	1075738	04/28/98	03/20/02	07/06/18
EPO	1119925	10/09/98	04/09/03	10/07/19
EPO	1286480	10/09/98	02/14/07	10/07/19
EPO	1125463	11/04/98	01/28/04	11/01/19
EPO	1125462	11/04/98	10/20/04	11/01/19
EPO	1135955	12/09/98	09/22/04	11/30/19
EPO	1186193	06/15/99	08/10/05	05/30/20
EPO	1326469	06/15/99	10/04/06	05/30/20
EPO	1326470	06/15/99	08/10/05	05/30/20
EPO	1302084	07/14/00	11/03/04	07/10/21
EPO	1400077	06/27/01	10/12/05	06/13/22
EPO	1271970	06/27/01	04/18/07	06/26/21
EPO	1796406	06/27/01	08/26/09	06/26/21
EPO	2101523	06/27/01	06/15/11	06/26/21
EPO	2101522	06/27/01	05/25/11	06/26/21

EPO	1525762	08/02/02	01/25/06	07/14/23
EPO	1659808	08/02/02	05/02/12	07/14/23
EPO	1590982	02/03/03	06/21/06	01/25/24
EPO	1018233	09/24/97	11/13/02	09/15/18
FRANCE	1075738	04/28/98	03/20/02	07/06/18
FRANCE	1119925	10/09/98	04/09/03	10/07/19
FRANCE	1286480	10/09/98	02/14/07	10/07/19
FRANCE	1125463	11/04/98	01/28/04	11/01/19
FRANCE	1135955	12/09/98	09/22/04	11/30/19
FRANCE	1186193	06/15/99	08/10/05	05/30/20
FRANCE	1326469	06/15/99	10/04/06	05/30/20
FRANCE	1326470	06/15/99	08/10/05	05/30/20
FRANCE	1302084	07/14/00	11/03/04	07/10/21
FRANCE	1400077	06/27/01	10/12/05	06/13/22
FRANCE	1271970	06/27/01	04/18/07	06/26/21
FRANCE	1796406	06/27/01	08/26/09	06/26/21
FRANCE	2101523	06/27/01	06/15/11	06/26/21
FRANCE	2101522	06/27/01	05/25/11	06/26/21
FRANCE	1525762	08/02/02	01/25/06	07/14/23
FRANCE	1659808	08/02/02	05/02/12	07/15/23
FRANCE	1018233	09/24/97	11/13/02	09/15/18
GERMANY	59803477.3	04/28/98	03/20/02	07/07/18
GERMANY	59904989.8	10/09/98	04/09/03	10/07/19
GERMANY	59914201.4	10/09/98	02/14/07	10/07/19
GERMANY	59908434	11/04/98	01/28/04	11/01/19
GERMANY	59910602.6	12/09/98	09/22/04	11/30/19
GERMANY	50010928.1	06/15/99	08/10/05	05/30/20
GERMANY	50013577	06/15/99	10/04/06	05/30/20
GERMANY	50010940	06/15/99	08/10/05	05/30/20
GERMANY	50104413.2	07/14/00	11/03/04	07/10/21
GERMANY	50204545	06/27/01	10/12/05	06/13/22
GERMANY	60127949.2	06/27/01	04/18/07	06/26/21

GERMANY	60139728.2	06/27/01	08/26/09	06/26/21
GERMANY	60144813.8	06/27/01	06/15/11	06/26/21
GERMANY	60144718.2	06/27/01	05/25/11	06/26/21
GERMANY	10235470	08/02/02	10/06/05	08/02/22
GERMANY	50314325.1	08/02/02	05/02/12	07/14/23
GERMANY	19742124	09/24/97	10/18/01	09/24/17
GREAT BRITAIN	EP1075738	04/28/98	03/20/02	07/06/18
GREAT BRITAIN	EP1125463	11/04/98	01/28/04	11/01/19
GREAT BRITAIN	EP1135955	12/09/98	09/22/04	11/30/19
GREAT BRITAIN	EP1186193	06/15/99	08/10/05	05/30/20
GREAT BRITAIN	EP1326469	06/15/99	10/04/06	05/30/20
GREAT BRITAIN	EP1326470	06/15/99	08/10/05	05/30/20
GREAT BRITAIN	EP1302084	07/14/00	11/03/04	07/10/21
GREAT BRITAIN	EP1400077	06/27/01	10/12/05	06/13/22
GREAT BRITAIN	EP1271970	06/27/01	04/18/07	06/26/21
GREAT BRITAIN	EP1796406	06/27/01	08/26/09	06/26/21
GREAT BRITAIN	EP2101523	06/27/01	06/15/11	06/26/21
GREAT BRITAIN	EP2101522	06/27/01	05/25/11	06/26/21
GREAT BRITAIN	EP1525762	08/02/02	01/25/06	07/14/23
GREAT BRITAIN	EP1659808	08/02/02	05/02/12	07/15/23
ITALY	502003901126773	10/09/98	04/09/03	10/07/19
ITALY	502004901198575	11/04/98	01/28/04	11/01/19
ITALY	502005901353536	08/10/25	08/10/05	05/30/20
ITALY	502007901481110	10/04/26	10/04/06	05/30/20
ITALY	502005901353537	08/10/25	08/10/05	05/30/20
ITALY	502006901404756	08/02/02	01/25/06	07/14/23
ITALY	502003901082888	09/24/97	11/13/02	09/15/18
JAPAN	4313952	10/09/98	05/22/09	10/08/19
JAPAN	3831612	11/04/98	07/21/06	11/02/19
JAPAN	4272920	06/15/99	03/06/09	05/31/20
JAPAN	4650994	06/15/99	12/24/10	05/31/20
JAPAN	3924465	06/15/99	03/02/07	05/31/20

JAPAN	4227406	07/14/00	12/05/08	07/11/21
JAPAN	4518508	06/27/01	05/28/10	06/14/22
JAPAN	4443402	05/15/02	01/22/10	05/06/23
JAPAN	4170985	08/02/02	08/15/08	07/15/23
SOUTH KOREA	10-0669565	11/04/98	01/09/07	11/02/19
US	7095730	04/28/98	08/22/06	11/13/20
US	6885875	10/09/98	04/26/05	10/08/19
US	6389300	11/04/98	05/14/02	11/02/19
US	6879823	11/04/98	12/04/05	11/02/19
US	7088697	12/09/98	08/08/06	12/01/19
US	8565429	06/15/99	10/22/13	03/04/26
US	7139550	05/31/00	11/21/06	12/22/21
US	RE40791	06/15/99	06/23/09	07/12/21
US	7260088	06/27/01	08/21/07	01/02/24
US	7212807	06/27/01	05/01/07	05/25/24
US	7386300	05/06/03	06/10/08	08/26/23
US	8081587	08/02/02	12/20/11	07/11/24
US	8271012	02/03/03	09/18/12	04/05/27
US	6405020	09/24/97	06/11/02	09/16/18

Disclosure Schedule 4(i)

Material Agreements

RPX Patent License and License Option Agreement

Disclosure Schedule 4(j):

Liabilities

Administration des Contributions Directes	1,711.15
Ampersand	190,518.68
China Patent Agent (H.K.) LTD.	5,669.30
Computer Packages, Inc.	99,918.37
DFMP	66,245.63
FRKelly	659.88
JunZeJun Law Offices	1,513.00
Leon Edward Real Estate S.A.R.L.	6,032.18
Maitre Leonie Grethen	1,149.26
Merchant & Gould	1,275.47
Shanghai Patent & Trademark Law Office	1,020.00
Shanghai Yu Zhi IP Service LLC	5,000.00
Steinbeis-Hochschule-Berlin GmbH	20,194.10
Vistra	12,613.02
TOTAL	413,520.00

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Administration des Contributions Directes	0.00	0.00	0.00	0.00	1,711.15	1,711.15
Ampersand	0.00	22,772.50	0.00	28,751.68	138,994.50	190,518.68
China Patent Agent (H.K.) LTD.	0.00	0.00	0.00	5,669.30	0.00	5,669.30
Computer Packages, Inc.	3,837.00	0.00	12,161.00	38,637.00	45,283.37	99,918.37
DFMP	0.00	2,062.17	0.00	0.00	64,183.46	66,245.63
FRKelly	0.00	0.00	0.00	0.00	659.88	659.88
JunZeJun Law Offices	0.00	0.00	0.00	0.00	1,513.00	1,513.00
Leon Edward Real Estate S.A.R.L.	0.00	0.00	1,906.51	1,872.75	2,252.92	6,032.18
Maitre Leonie Grethen	0.00	0.00	0.00	0.00	1,149.26	1,149.26
Merchant & Gould	0.00	1,275.47	0.00	0.00	0.00	1,275.47
Shanghai Patent & Trademark Law Office	0.00	0.00	192.00	0.00	828.00	1,020.00
Shanghai Yu Zhi IP Service LLC	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Steinbeis Hochschule Berlin GmbH	0.00	0.00	0.00	29,194.10	0.00	29,194.10
Vistra	0.00	0.00	8,893.02	0.00	3,720.00	12,613.02
TOTAL	3,837.00	26,110.14	23,152.53	95,124.83	285,295.54	413,520.04

Disclosure Schedule 4(j):

Bonds

Munitech IP S.a.r.l.	EUR 86208.00; XR 1.1013	94,940.87		94,940.87
Munitech IP S.a.r.l.	EUR 243,000.00; XR 1.0817;	262,845.08		357,785.95
Munitech IP S.a.r.l.	Quarter End FX Entry		6,139.13	351,646.82
Munitech IP S.a.r.l.	Q2 2017 FX entry	<u>23,956.46</u>		<u>375,603.28</u>
		381,742.41	<u>6,139.13</u>	375,603.28



June __, 2017

[]
[]
[]

Dear []:

This release agreement dated June __, 2017, (the "Agreement") is entered into by and among Marathon Patent Group, Inc. ("Marathon" or the "Company and [PUT THE NAME OF THE VENDOR IN THIS SPACE]" ("Vendor") (hereinafter referred to from time to time collectively as the "Parties" and individually as a "Party").

1. **Payment/Assignment of Interest.** In consideration for the full release of the Company, Company agrees to pay Vendor the aggregate amount of \$[] payable, within three (3) business days following execution of this Agreement. Payment shall be made directly to Vendor via wire transfer to the Company based on the wire instructions provided to Company by Vendor.

2. **Complete Mutual Release of All Claims to Date.** Except for the obligations undertaken herein, the Parties mutually release each other and their Affiliates, from any and all liabilities, charges, complaints, claims, demands, causes of action, or suits at law or equity of whatever kind or nature, known or unknown, which they may now have or may hereafter assert based, in whole or in part, as well as, any counterclaims, crossclaims, defenses, or set offs. **This is a full, general and complete mutual release of all claims to date.** The Parties acknowledge and agree that it is their mutual intent that, with the exception of the obligations contained in this Agreement, all relations, obligations, and duties that the Parties have toward one another are hereby ended and upon payment the Company shall be entitled to reflect a \$0 sum balance on its financial statements.

3. **Covenant Not to Sue.** In addition to and without in any way limiting or impairing the terms of the General Release, the Parties further covenant, agree and represent that they have not and will not commence or initiate any action, arbitration, litigation or proceeding, nor assert any claims, demands or causes of action of any kind or nature, against any person, entity, trust or otherwise, relating to or concerning, directly or indirectly, the Agreement and the underlying relationship.

4. **Confidentiality.** The Parties, on behalf of itself and its attorneys, covenant and agree that they shall not discuss, disclose, reveal or otherwise communicate or permit to be disclosed or communicated to any person, entity, the public, the press or otherwise, directly or indirectly, the terms or substance of this Agreement or any information concerning any negotiations, proposals, discussions or other communications relating thereto, the settlement or the negotiation and preparation of this Agreement, all of which shall be kept strictly confidential. Notwithstanding the foregoing, the Parties shall be permitted to disclose this Agreement and its terms: (i) to their accountants and attorneys to the extent necessary to obtain legal or tax advice and who agree to be bound hereby; and (iii) in connection with the enforcement of this Agreement. Notwithstanding anything set forth in this Section, any confidentiality or non-disclosure provision contained herein does not prohibit or restrict any of the parties (or their attorneys) from initiating communications directly with, or responding to any inquiry from, or providing testimony before, the Securities and Exchange Commission (SEC), FINRA, any other self-regulatory organization or any other Federal or state regulatory authority, regarding this settlement or its underlying facts or circumstances.

5 . **Merger.** Any and all previous understandings between the Parties with respect to the subject matter contained herein are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties hereto.

6 . **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, their respective heirs, estates, executors, administrators, predecessors, successors and assigns, upon any entity into which any of them may merge, consolidate or combine and as otherwise set forth herein.

7 . **Acknowledgements.** Each Party to this Agreement acknowledges and represents that: (a) each has read the Agreement; (b) each clearly understands the Agreement and each of its terms; (c) each fully and unconditionally consents to the terms of this Agreement; (d) each has had the benefit and advice of counsel of its own selection; (e) each has executed this Agreement freely and without undue influence or duress; and (f) each is not relying upon any representations or communications, either written or oral, express or implied, made by any person or entity other than as set forth in this Agreement.

8 . **Choice of Law.** This Agreement is made and entered into in the State of New York and shall be subject to, interpreted, construed, enforced and governed in accordance with the laws of the State of New York, except for those provisions of New York law pertaining to conflicts of law.

9 . **Notices.** Any notices or communications required or made in connection hereunder shall be made by email and FEDEX, as follows:

For Marathon: CEO
 11100 Santa Monica Blvd., Ste. 380
 Los Angeles, CA 90025

For Vendor: _____

10 . **Enforceability.** Should any provision of the Agreement be declared or determined by any tribunal or body of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby.

11 . **Authority.** The Parties hereto hereby represent and warrant that each has the power, capacity and authority to enter into and perform the obligations under and in connection with this Agreement.

12. **Amendments and Waiver.** No modification or amendment to the Agreement shall be binding upon the Parties hereto unless first agreed to in writing signed by the parties, and no waiver of any of the provisions of this Agreement shall be binding unless agreed to in writing by the Party or Parties against which such waiver is sought to be enforced.

13. **Execution Counterparts.** This foregoing constitutes the entire agreement between the Parties and the Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed with electronic or facsimile signatures that shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Marathon Patent Group, Inc.

[]

By: _____
Print Name: Francis Knuettel II
Title: CFO

By: _____
Print Name: _____
Title: _____

