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): November 2, 2017 (November 1, 2017)

Marathon Patent Group, Inc.
(Exact name of registrant as specified in its charter)

Nevada	**001-36555**	**01-0949984**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

11100 Santa Monica Blvd
Suite 380
Los Angeles, CA 90025
(Address of principal executive offices) (zip code)

800-804-1690
(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report)

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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 (see General Instruction A.2. below):

[ ] 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 as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b2 of the Securities Exchange Act of 1934 (§240.12b2 of this chapter).

Emerging growth company [ ]

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

Item 1.01 Entry into a Material Definitive Agreement.

Global Bit Ventures, Inc. Acquisition

On November 1, 2107, Marathon Patent Group, Inc. (the "Company") entered into an agreement to acquire, through its wholly-owned subsidairy, Global Bit Ventures Acquisition Corp., a Nevada corporation ("GBVAC"), 100% of the Capital Stock of Global Bit Ventures, Inc., a Nevada corporation ("GBV"), which currently secures and powers digital asset blockchains by running specialized servers.

Under the terms of the Agreement and Plan of Merger (the "Merger Agreement"), the Company will issue 126,674,557 shares of the Company's Common Stock in exchange for one-hundred (100%) percent of the shares of GBV's capital stock. At the closing of the merger, GBVAC shall be merged with and into GBV pursuant to the Merger Agreement and the separate existence of GBVAC shall cease and GBV shall be the surviving company.

The closing of the acquisition is subject to certain closing conditions including approval of the Merger Agreement by the Company's Shareholders. All capitalized terms otherwise not defined herein shall have the meanings set forth in the Merger Agreement. The foregoing description of the terms of the Merger Agreement are qualified in their entirety by reference to the full text of the Merger Agreement which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Amendment to Croxall Retention Agreement and Lockup and Standstill Agreement

On November 1, 2017, the Company and Doug Croxall entered into an amendment ("Retention Amendment") to Mr. Croxall's retention agreement signed on August 22, 2017 (the "Retention Agreement"), whereby his tenure as Chief Executive Officer of the Company would be extended through and until December 31, 2017. Pursuant to the Retention Amendment, Mr. Croxall's monthly base compensation was adjusted to $30,000 per month through December 31, 2017 and upon execution of the Merger Agreement described above, fifty (50%) percent of the remaining retention bonus, in the amount of $187,500, would be immediately paid to Mr. Croxall, with the remainder to be paid upon close of the Merger. In addition, the Company and Mr. Croxall entered into a Voting and Standstill Agreement on November 1, 2017 whereby Mr. Croxall agreed to vote all of the shares he either directly or beneficially owns at the recommendation of the Company's Board of Directors and to not sell any shares until ten (10) days after a change of control as defined in the Retention Agreement. The foregoing description of the terms of the Retention Agreement and the Voting and Standstill Agreement are qualified in their entirety by reference to the full text of the Amended and Restated Retention Agreement and the Voting and Standstill Agreement which are filed as Exhibits 10.2 and 10.3, respectively.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors' Appointment of Certain Officers; Compensatory Agreements of Certain Officers.

See Item 1.01 "Amendment to Croxall Retention Agreement and Lockup and Standstill Agreement" above.

Item 7.01 Regulation FD Disclosure.

The Company issued a press release and GBV issued a new investor presentation, copies of which are attached hereto as Exhibits 99.1 and 99.2, respectively.

Item 8.01 Other Events.

Below is a description of the business of GBV and certain risks that the Company believes that investors should be aware of relating to the business of GBV which will be risks of the Company following closing of the Merger if approved by the shareholders of the Company. The risks contained herein should be read in conjunction with those contained in the Company's filings with the U.S. Securities Exchange Commission (the "SEC") which are incorporated by reference into this Item 8.01 by reference thereto.

FORWARD-LOOKING STATEMENTS

Below is a description of the business of GBV and certain risks that the Company believes that investors should be aware of relating to the business. The risks contained herein should be read in conjunction with those contained in the Company's filings with the U.S. Securities Exchange Commission (the "SEC") which are incorporated by reference into this Item 7.01 by reference thereto. In addition, the Company issues a press release and a new investor presentation, copies of which are attached hereto as Exhibits 99.1 and 99.2, respectively.

Statements in this Current Report on Form 8-K may be "forward-looking statements." Forward-looking statements include, but are not limited to, statements that express our intentions, beliefs, expectations, strategies, predictions or any other statements relating to our future activities or other future events or conditions. These statements are based on current expectations, estimates and projections about our business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and are likely to, differ materially from what is expressed or forecasted in the forward-looking statements due to numerous factors, including those described above and those risks discussed from time to time in this report, including the risks described under "Risk Factors" in this report and in other documents which we file with the SEC. In addition, such statements could be affected by risks and uncertainties related to:

- our ability to raise funds for general corporate purposes and operations;
- the commercial feasibility and success of our technology;
- our ability to recruit qualified management and technical personnel; and
- the other factors discussed in the "Risk Factors" section and elsewhere in this Current Report on Form 8-K as well as in the Company's prior and future filings and reports with the SEC.

Any forward-looking statements speak only as of the date on which they are made, and we do not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of such statements.

Description of Business

Introduction to Blockchain and Cryptocurrency

Distributed blockchain technology was first conceived in 2008 as the database technology that is the backbone of Bitcoin, the world's first cryptocurrency, and other cryptocurrencies. Cryptocurrencies presently have many forms, even though the technology has remained synonymous with Bitcoin.

Blockchain database technologies are not only capable of serving as the database for a decentralized digital currency, blockchain is also seeking widespread acceptance for the backbone of an emerging digital world in which fewer middlemen and counterparties create friction when transacting, aiming to deliver greater efficiency and automated or semi-automated transactions, either alone or coupled with transactions paid for in units of cryptocurrency.

The Company believes that an advantage to blockchain technology exists in the ability to store data and distribute it in a decentralized manner. The decentralization of information presents opportunity for increases in security and functionality to users. Blockchain technologies are believed to be able to offer a significant impact in many areas of business, finance, information management and governance.

A "cryptocurrency" is a form of encrypted and decentralized digital currency, transferred directly between peers across the internet, with transactions being settled, confirmed and recorded in a distributed public ledger, initiated by a process known as "mining". Units of cryptocurrency exist only as data on a network, and are not generally controlled by any single centralized institution, authority, or government. Whereas most of the world's money currently is capable of being managed by central authorities such as banks, units of a cryptocurrency exist as electronic records in a decentralized, safe transaction database called a blockchain. The ledger is publicly available to anyone and secured using public key encryption.

As with any new and emerging technology, there are significant risks associated with reliance upon blockchain technologies and, by association, investments in businesses (such as the Company) which are seeking to develop, promote, adopt, transact or rely upon blockchain technologies and cryptocurrencies. These risks are not only related to the businesses the Company pursues, but the sector and industry as a whole, as well as the entirety of the concept behind cryptocurrency in which access to computer processing capacity, electricity cost, environmental factors (such as cooling capacity) and location also play an important role in the "mining" of cryptocurrency exposing the Company to risks that are also commonly associated with data centers and similar properties which often house mining operations. Cryptocurrency as an asset has also been the subject of illegal behavior inasmuch as transactions may not be easily traced attracting wrongdoers which could impact the reputation of companies engaged in any way in the sector. Cryptocurrencies are also new creations not clearly defined as an asset or a currency, which has been the topic of much unresolved discussion among governments, regulators and financial institutions. Accordingly, the full nature and extent of these emerging technology risks also involve additional unknown and uncertain risks which cannot be fully known or described at this time.

Cryptocurrency Creation and Valuation

Cryptocurrencies are decentralized digital currencies that enable instant transfers to anyone, anywhere in the world. Transactions occur via an open source, cryptographic protocol platform which uses peer-to-peer technology to operate with no central authority. The network is an online, peer-to-peer network that hosts the public transaction ledger, known as the blockchain and each cryptocurrency with a source code that comprises the basis for the cryptographic and algorithmic protocols governing the blockchain. In a cryptocurrency network, every peer has their own copy of the blockchain, which contains records of every historical coin transaction - effectively containing records of all account balances. Each account is identified solely by its unique public key (making it effectively anonymous), and is secured with its associated private key (kept secret, like a password). The combination of private and public cryptographic keys constitutes a secure digital identity in the form of a digital signature, providing strong control of ownership.

No single entity owns or operates the network. The infrastructure is collectively maintained by a decentralized user base. As the network is decentralized, it does not rely on either governmental authorities or financial institutions to create, transmit or determine the value of the currency units. Rather, the value is determined by market factors, supply of and demand for the units. The prices being set in transfers by mutual agreement or barter among transacting parties as well as the number of merchants that may accept cryptocurrency. Since transfers do not require involvement of intermediaries or third parties, there are currently little or no transaction costs in direct peer-to-peer transactions. Units of cryptocurrency can be converted to fiat currencies, such as the US dollar, at rates determined on various exchanges, such as Coinsquare in Canada, Coinbase, Bitsquare, Bitstamp and others.

Cryptocurrencies can offer many advantages over traditional, fiat currencies, although many of these factors also present potential disadvantages and may introduce additional risks, including:

- Acting as a fraud deterrent, as cryptocurrencies are digital and cannot be counterfeited or reversed arbitrarily by a sender;
- Immediate settlement;
- Eliminate counterparty risk;
- No trusted intermediary required;
- Lower fees;
- Identity theft prevention;
- Accessible by everyone;
- Transactions are verified and protected through a confirmation process, which prevents the problem of double spending;
- Decentralized - no central authority (government or financial institution); and
- Recognized universally and not bound by government imposed or market exchange rates.

The market for cryptocurrencies has been growing at a volatile pace - in 2017, the market capitalization has grown from $17 billion in January 2017, reaching peaks over $170 billion in October 2017, and daily volumes growing from $130 million in January 2017 to peaks over $7 billion in August 2017.

Bitcoin

Cryptocurrencies first surfaced in 2009 with the debut of Bitcoin as the world's first decentralized cryptocurrency. The initial exchange rate (recorded on October 5, 2009) for Bitcoin was 1 BTC = $0.000764. Bitcoin has remained the number one cryptocurrency in terms of market capitalization ($109 billion as of November 1, 2017). As of November 1, 2017, the trading price of Bitcoin was $6,552.

Ether and Ethereum

Ethereum, it is believed by the Company, presents several technological improvements over Bitcoin, including the ability to build applications and code smart contracts directly into the blockchain. Whereas Bitcoin was originally designed to be a secure digital cash system, the goal for Ethereum was to create a fully-programmable blockchain. First proposed by its inventor, Vitalik Buterin in 2013, Ethereum provides an open, decentralized blockchain platform that runs smart contracts and distributed applications ("dapps"), using its integrated cryptocurrency, called Ether. The primary programming language for Ethereum, Solidity, is a high-level contract-oriented language that facilitates the programming of smart contracts and dapps that run on the Ethereum Virtual Machine. Developers can also write programs for the Ethereum platform that integrate as blockchain-based components of more complex web applications. A smart contract, the term coined by computer scientist Nick Szabo in 1994, is "a computerized transaction protocol that executes the terms of a contract. The general objectives of smart contract design are to satisfy common contractual conditions (such as payment terms, liens, confidentiality, and even enforcement), minimize exceptions both malicious and accidental, and minimize the need for trusted intermediaries. Related economic goals include lowering fraud loss, arbitration and enforcement costs, and other transaction costs." Smart contracts involving conditional payment can be implemented in Ethereum via transfer of Ether.

Currently ranked as the currency with the second highest market capitalization ($28 billion as at November 1, 2017), Ethereum has 94.2 million Ether circulating and a trading price of $297 as of November 1, 2017. Cryptocurrency users no longer focus on just the peer-to-peer currency transfer abilities of Bitcoin but look for other functionalities, such as global decentralized computing or smart contracts infrastructure.

Mining and Competition

In cryptocurrency cloud mining services, companies, individuals and groups generate units of cryptocurrency through mining. Miners can range from individual enthusiasts to professional mining operations with dedicated data centers. Miners may organize themselves in mining pools. A mining pool is created when cryptocurrency miners pool their processing power over a network and mine transactions together. Rewards are then distributed proportionately to each miner based on the work power contributed. Mining pools became popular when mining difficulty increased. Mining pools allow miners to pool their resources so they can generate blocks quickly and receive rewards (i.e., fractions or units of cryptocurrency) on a consistent basis instead of mining alone where rewards may not be received for long periods. The Company may decide to invest in or participate, directly or indirectly, in mining or mining pools. The Company competes with other companies that focus all or a portion of their activities on owning or operating cryptocurrency exchanges, developing programming for the blockchain, and mining activities. At present, the Company does not believe there to be any dominant player in any of these fields and information concerning the activities of these enterprises is not readily available as the vast majority of the participants in this sector do not publish information publicly or the information public may be unreliable. Published sources of information include "buybitcoinworldwide.com" and "bitcoin.org", however the reliability of the information cannot be assured.

Objectives

Blockchains are decentralized digital ledgers that record and enable secure peer-to-peer transactions of cryptocurrency without third party intermediaries. Blockchains are secured by miners that use powerful computer networks to secure and verify every transaction, this process is also referred to as transaction verification services. The business seeks to grow by owning and running specialized GPU and ASIC servers and securing and powering cryptocurrency blockchains. The business currently owns 250Gh/s of GPU mining servers and plans to further expand. The business also plans to add 14Ph/s of ASIC mining servers. Each of such activities is exposed to its own and unique risks. The above objectives may change at any time and from time to time. The blockchain and cryptocurrency activities and objectives of the Company are subject to certain risks as set forth in the Company's filings and reports previously made with the SEC including those additional risks set forth in this Current Report on Form 8-K. See "Risk Factors" below.

RISK FACTORS

An investment in the Company's common stock involves a high degree of risk. In determining whether to purchase the Company's common stock, an investor should carefully consider all of the material risks described below, together with the other information contained in this report and the Company's other public filings before making a decision to purchase the Company's securities. An investor should only purchase the Company's securities if he or she can afford to suffer the loss of his or her entire investment.

The following risk factors are intended to supplement and should be read along with the "Risk Factors" contained in our Annual Report on Form 10-K filed with the SEC, and our other filings and reports with the SEC, which risk factors are incorporated herein by reference.

General Cryptocurrency Risks

Cryptocurrency exchanges and other trading venues are relatively new and, in most cases, largely unregulated and may therefore may be subject to fraud and failures.

When cryptocurrency exchanges or other trading venues are involved in fraud or experience security failures or other operational issues, such events could result in a reduction in cryptocurrency prices or confidence and impact the success of the Company and have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company.

Cryptocurrency market prices depend, directly or indirectly, on the prices set on exchanges and other trading venues, which are new and, in most cases, largely unregulated as compared to established, regulated exchanges for securities, commodities or currencies. For example, during the past three years, a number of bitcoin exchanges have closed due to fraud, business failure or security breaches. In many of these instances, the customers of the closed exchanges were not compensated or made whole for partial or complete losses of their account balances. While smaller exchanges are less likely to have the infrastructure and capitalization that may provide larger exchanges with some stability, larger exchanges may be more likely to be appealing targets for hackers and "malware" (i.e., software used or programmed by attackers to disrupt computer operation, gather sensitive information or gain access to private computer systems) and may be more likely to be targets of regulatory enforcement action. The Company does not maintain any insurance to protect from such risks, and does not expect any insurance for customer accounts to be available (such as federal deposit insurance) at any time in the future, putting customer accounts at risk from such events. In the event the Company faces fraud, security failures, operational issues or similar events such factors would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company.

Regulatory changes or actions may alter the nature of an investment in the Company or restrict the use of cryptocurrencies in a manner that adversely affects the Company's business, prospects or operations.

As cryptocurrencies have grown in both popularity and market size, governments around the world have reacted differently to cryptocurrencies, with certain governments deeming them illegal while others have allowed their use and trade. On-going and future regulatory actions may impact the ability of the Company to continue to operate and such actions could affect the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company.

The effect of any future regulatory change on the Company or any cryptocurrency that the Company may mine or hold for others is impossible to predict, and such change could have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company.

Governments may in the future curtail or outlaw the acquisition, use or redemption of cryptocurrencies. Ownership of, holding or trading in cryptocurrencies may then be considered illegal and subject to sanction. Governments may also take regulatory action that may increase the cost and/or subject cryptocurrency companies to additional regulation.

On July 25, 2017 the SEC released an investigative report which states that the United States would, in some circumstances, consider the offer and sale of blockchain tokens pursuant to an initial coin offering ("ICO") subject to federal securities laws. Thereafter, China released statements and took similar actions. Although the Company does not participate in ICOs, its clients and customers may participate in ICOs and these actions may be a prelude to further action which chills widespread acceptance of blockchain and cryptocurrency adoption and have a material adverse effect the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company.

Governments may in the future take regulatory actions that prohibit or severely restrict the right to acquire, own, hold, sell, use or trade cryptocurrencies or to exchange cryptocurrencies for fiat currency. Similar actions by governments or regulatory bodies (such as an exchange on which the Company's securities are listed, quoted or traded) could result in restriction of the acquisition, ownership, holding, selling, use or trading in the Company's securities. Such a restriction could result in the Company liquidating its inventory at unfavorable prices and may adversely affect the Company's shareholders and have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, raise new capital or maintain a securities listing with an exchange (such as the Company's current listing with NASDAQ) which would have a material adverse effect on the business, prospects or operations of the Company and harm investors in the Company's securities.

The development and acceptance of cryptographic and algorithmic protocols governing the issuance of and transactions in cryptocurrencies is subject to a variety of factors that are difficult to evaluate.

The use of cryptocurrencies to, among other things, buy and sell goods and services and complete transactions, is part of a new and rapidly evolving industry that employs digital assets based upon a computer-generated mathematical and/or cryptographic protocol. The growth of this industry in general, and the use of cryptocurrencies in particular, is subject to a high degree of uncertainty, and the slowing or stopping of the development or acceptance of developing protocols may occur and is unpredictable. The factors include, but are not limited to:

- Continued worldwide growth in the adoption and use of cryptocurrencies;
- Governmental and quasi-governmental regulation of cryptocurrencies and their use, or restrictions on or regulation of access to and operation of the network or similar cryptocurrency systems;
- Changes in consumer demographics and public tastes and preferences;
- The maintenance and development of the open-source software protocol of the network;
- The availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies;
- General economic conditions and the regulatory environment relating to digital assets; and
- Negative consumer sentiment and perception of bitcoin specifically and cryptocurrencies generally.

Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors in the Company's securities.

Banks and financial institutions may not provide banking services, or may cut off services, to businesses that provide cryptocurrency-related services or that accept cryptocurrencies as payment, including financial institutions of investors in the Company's securities.

A number of companies that provide bitcoin and/or other cryptocurrency-related services have been unable to find banks or financial institutions that are willing to provide them with bank accounts and other services. Similarly, a number of companies and individuals or businesses associated with cryptocurrencies may have had and may continue to have their existing bank accounts closed or services discontinued with financial institutions. We also may be unable to obtain or maintain these services for our business. The difficulty that many businesses that provide bitcoin and/or other cryptocurrency-related services have and may continue to have in finding banks and financial institutions willing to provide them services may be decreasing the usefulness of cryptocurrencies as a payment system and harming public perception of cryptocurrencies and could decrease its usefulness and harm its public perception in the future. Similarly, the usefulness of cryptocurrencies as a payment system and the public perception of cryptocurrencies could be damaged if banks or financial institutions were to close the accounts of businesses providing bitcoin and/or other cryptocurrency-related services. This could occur as a result of compliance risk, cost, government regulation or public pressure. The risk applies to securities firms, clearance and settlement firms, national stock and commodities exchanges, the over the counter market and the Depository Trust Company, which, if any of such entities adopts or implements similar policies, rules or regulations, could result in the inability of our investors to open or maintain stock or commodities accounts, including the ability to deposit, maintain or trade the Company's securities. Such factors would have a material adverse effect the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and harm investors.

The price of the Company's shares could be subject to wide price swings since the value of cryptocurrencies may be subject to pricing risk and have historically been subject to wide swings in value.

The Company's shares are subject to arbitrary pricing factors that are not necessarily associated with traditional factors that influence stock prices or the value of non-cryptocurrency assets such as revenue, cashflows, profitability, growth prospects or business activity levels since the value and price, as determined by the investing public, may be influenced by future anticipated adoption or appreciation in value of cryptocurrencies or the blockchain generally, factors over which the Company has little or no influence or control. The Company's share prices may also be subject to pricing volatility due to supply and demand factors associated with few or limited public company options for investment in the segment, which may benefit the Company in the near term and change over time.

Cryptocurrency market prices are determined primarily using data from various exchanges, over-the-counter markets, and derivative platforms. Furthermore, such prices may be subject to factors such as those that impact commodities, more so than business activities, which could be subjected to additional influence from fraudulent or illegitimate actors, real or perceived scarcity, and political, economic, regulatory or other conditions. Pricing may be the result of, and may continue to result in, speculation regarding future appreciation in the value of cryptocurrencies, or the Company or its share price, inflating and making their market prices more volatile or creating "bubble" type risks.

In addition, the success of the Company, the Company's share price, and the interest in investors and the public in the Company as an early entrant into the blockchain and cryptocurrency ecosystem may in large part be the result of the Company's early emergence as a publicly traded company in which holders of appreciated cryptocurrency have an opportunity to invest inflated cryptocurrency profits for shares of the Company, which could be perceived as a way to maintaining investing exposure to the blockchain and cryptocurrency markets without exposing the investor to the risk in a particular cryptocurrency. Cryptocurrency holders have realized exponential value due to large increases in the prices of cryptocurrencies and may seek to lock in cryptocurrency appreciation, which investing in the Company's securities may be perceived as a way to achieve that result, but may l not continue in the future. As a result, the value of the Company's securities, and the value of cryptocurrencies generally may be more likely to fluctuate due to changing investor confidence in future appreciation (or depreciation) in market prices, profits from related or unrelated investments or holdings of cryptocurrency. Such factors or events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, or on the price of the Company's securities, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

The impact of geopolitical events on the supply and demand for cryptocurrencies is uncertain.

Crises may motivate large-scale purchases of cryptocurrencies which could increase the price of cryptocurrencies rapidly. This may increase the likelihood of a subsequent price decrease as crisis-driven purchasing behavior wanes, adversely affecting the value of the Company's inventory. Such risks are similar to the risks of purchasing commodities in general uncertain times, such as the risk of purchasing, holding or selling gold.

As an alternative to gold or fiat currencies that are backed by central governments, cryptocurrencies, which are relatively new, are subject to supply and demand forces. How such supply and demand will be impacted by geopolitical events is uncertain but could be harmful to the Company and investors in the Company's securities. Nevertheless, political or economic crises may motivate large-scale acquisitions or sales of cryptocurrencies either globally or locally. Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

Acceptance and/or widespread use of cryptocurrency is uncertain.

Currently, there is a relatively small use of bitcoins and/or other cryptocurrencies in the retail and commercial marketplace for goods or services. In comparison there is relatively large use by speculators contributing to price volatility.

The relative lack of acceptance of cryptocurrencies in the retail and commercial marketplace limits the ability of end-users to use them to pay for goods and services. Such lack of acceptance or decline in acceptances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

Possibility of the cryptocurrency algorithm transitioning to proof of stake validation and other mining related risks.

Proof of stake is an alternative method in validating cryptocurrency transactions. Should the algorithm shift from a proof of work validation method to a proof of stake method, mining would require less energy and may render any Company that maintains advantages in the current climate (for example from lower priced electric, processing, real estate, or hosting) less competitive. The Company, which does not presently own or operate a mining facility, may be exposed to risk if it owns or acquires such a facility in the future, but may still be impacted to the extent that counterparties with which the Company interacts or who participate with Coinsquare, are affected. Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

If a malicious actor or botnet obtains control of more than 50% of the processing power on a cryptocurrency network, such actor or botnet could manipulate the blockchain to adversely affect the Company which would adversely affect an investment in the Company or the ability of the Company to operate.

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining a cryptocurrency, it may be able to alter the blockchain on which transactions of cryptocurrency resides and rely by constructing fraudulent blocks or preventing certain transactions from completing in a timely manner, or at all. The malicious actor or botnet could control, exclude or modify the ordering of transactions, though it could not generate new units or transactions using such control. The malicious actor could "double-spend" its own cryptocurrency (i.e., spend the same bitcoins in more than one transaction) and prevent the confirmation of other users' transactions for so long as it maintained control. To the extent that such malicious actor or botnet did not yield its control of the processing power on the network or the cryptocurrency community did not reject the fraudulent blocks as malicious, reversing any changes made to the blockchain may not be possible. The foregoing description is not the only means by which the entirety of the blockchain or cryptocurrencies may be compromised, but is only and example.

Although there are no known reports of malicious activity or control of the blockchain achieved through controlling over 50% of the processing power on the network, it is believed that certain mining pools may have exceeded the 50% threshold in bitcoin. The possible crossing of the 50% threshold indicates a greater risk that a single mining pool could exert authority over the validation of bitcoin transactions. To the extent that the bitcoin ecosystem, and the administrators of mining pools, do not act to ensure greater decentralization of bitcoin mining processing power, the feasibility of a malicious actor obtaining control of the processing power will increase, which may adversely affect an investment in the Company. Such lack of controls and responses to such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

To the extent that the profit margins of bitcoin mining operations are not high, operators of bitcoin mining operations are more likely to immediately sell bitcoins earned by mining in the market, resulting in a reduction in the price of bitcoins that could adversely impact the Company and similar actions could affect other cryptocurrencies.

Over the past two years, bitcoin mining operations have evolved from individual users mining with computer processors, graphics processing units and first generation ASIC servers. Currently, new processing power is predominantly added by incorporated and unincorporated "professionalized" mining operations. Professionalized mining operations may use proprietary hardware or sophisticated ASIC machines acquired from ASIC manufacturers. They require the investment of significant capital for the acquisition of this hardware, the leasing of operating space (often in data centers or warehousing facilities), incurring of electricity costs and the employment of technicians to operate the mining farms. As a result, professionalized mining operations are of a greater scale than prior miners and have more defined, regular expenses and liabilities. These regular expenses and liabilities require professionalized mining operations to more immediately sell bitcoins earned from mining operations, whereas it is believed that individual miners in past years were more likely to hold newly mined bitcoins for more extended periods. The immediate selling of newly mined bitcoins greatly increases the supply of bitcoins, creating downward pressure on the price of bitcoins.

The extent to which the value of bitcoin mined by a professionalized mining operation exceeds the allocable capital and operating costs determines the profit margin of such operation. A professionalized mining operation may be more likely to sell a higher percentage of its newly mined bitcoin rapidly if it is operating at a low profit margin—and it may partially or completely cease operations if its profit margin is negative. In a low profit margin environment, a higher percentage could be sold more rapidly, thereby potentially reducing bitcoin prices. Lower bitcoin prices could result in further tightening of profit margins, particularly for professionalized mining operations with higher costs and more limited capital reserves, creating a network effect that may further reduce the price of bitcoin until mining operations with higher operating costs become unprofitable and remove mining power. The network effect of reduced profit margins resulting in greater sales of newly mined bitcoin could result in a reduction in the price of bitcoin that could adversely impact the Company.

The foregoing risks associated with bitcoin could be equally applicable to other cryptocurrencies, existing now or introduced in the future. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

Political or economic crises may motivate large-scale sales of Bitcoins and Ethereum, or other cryptocurrencies, which could result in a reduction in value and adversely affect the Company.

As an alternative to fiat currencies that are backed by central governments, digital assets such as bitcoins and Ethereum, which are relatively new, are subject to supply and demand forces based upon the desirability of an alternative, decentralized means of buying and selling goods and services, and it is unclear how such supply and demand will be impacted by geopolitical events. Nevertheless, political or economic crises may motivate large-scale acquisitions or sales of bitcoins and Ethereum and other cryptocurrencies either globally or locally. Large-scale sales of bitcoins and Ethereum or other cryptocurrencies would result in a reduction in their value and could adversely affect the Company. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

It may be illegal now, or in the future, to acquire, own, hold, sell or use bitcoins, Ethereum, or other cryptocurrencies, participate in the blockchain or utilize similar digital assets in one or more countries, the ruling of which would adversely affect the Company.

Although currently bitcoins, Ethereum, and other cryptocurrencies, the blockchain and digital assets generally are not regulated or are lightly regulated in most countries, including the United States, one or more countries such as China and Russia may take regulatory actions in the future that could severely restrict the right to acquire, own, hold, sell or use these digital assets or to exchange for fiat currency. Such restrictions may adversely affect the Company. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

If regulatory changes or interpretations require the regulation of bitcoins or other digital assets under the securities laws of the United States or elsewhere, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 or similar laws of other jurisdictions and interpretations by the SEC, CFTC, IRS, Department of Treasury or other agencies or authorities, the Company may be required to register and comply with such regulations, including at a state or local level. To the extent that the Company decides to continue operations, the required registrations and regulatory compliance steps may result in extraordinary expense or burdens to the Company. The Company may also decide to cease certain operations. Any disruption of the Company's operations in response to the changed regulatory circumstances may be at a time that is disadvantageous to the Company.

Current and future legislation and SEC rulemaking and other regulatory developments, including interpretations released by a regulatory authority, may impact the manner in which bitcoins or other cryptocurrency is viewed or treated for classification and clearing purposes. In particular, bitcoins and other cryptocurrency may not be excluded from the definition of "security" by SEC rulemaking or interpretation requiring registration of all transactions, unless another exemption is available, including transacting in bitcoin or cryptocurrency amongst owners and require registration of trading platforms as "exchanges" such as Coinsquare. The Company cannot be certain as to how future regulatory developments will impact the treatment of bitcoins and other cryptocurrencies under the law. If the Company determines not to comply with such additional regulatory and registration requirements, the Company may seek to cease certain of its operations or be subjected to fines, penalties and other governmental action. Any such action may adversely affect an investment in the Company. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

Lack of liquid markets, and possible manipulation of blockchain/cryptocurrency based assets.

Digital assets that are represented and trade on a ledger-based platform may not necessarily benefit from viable trading markets. Stock exchanges have listing requirements and vet issuers, requiring them to be subjected to rigorous listing standards and rules and monitoring investors transacting on such platform for fraud and other improprieties. These conditions may not necessarily be replicated on a distributed ledger platform, depending on the platform's controls and other policies. The more lax a distributed ledger platform is about vetting issuers of digital assets or users that transact on the platform, the higher the potential risk for fraud or the manipulation of digital assets. These factors may decrease liquidity or volume, or increase volatility of digital securities or other assets trading on a ledger-based system, which may adversely affect the Company. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

Company Blockchain and Cryptocurrency Risks

The Company has an evolving business model.

As digital assets and blockchain technologies become more widely available, the Company expects the services and products associated with them to evolve. As a result to stay current with the industry, the Company's business model may need to evolve as well. From time to time, the Company may modify aspects of its business model relating to its product mix and service offerings. The Company cannot offer any assurance that these or any other modifications will be successful or will not result in harm to the business. The Company may not be able to manage growth effectively, which could damage its reputation, limit its growth and negatively affect its operating results. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

The Company operations, investment strategies, and profitability may be adversely affected by competition from other methods of investing in cryptocurrencies.

The Company competes with other users and/or companies that are mining cryptocurrencies and other potential financial vehicles, including securities backed by or linked to cryptocurrencies through entities similar to the Company, such as ETF (exchange traded fund). Market and financial conditions, and other conditions beyond the Company's control, may make it more attractive to invest in other financial vehicles, or to invest in cryptocurrencies directly which could limit the market for the Company's shares and reduce their liquidity. The emergence of other financial vehicles and ETFs have been scrutinized by regulators and such scrutiny and negative impressions or conclusions could be applicable to the Company and impact the ability of the Company to successfully pursue this segment or operate at all, or to establish or maintain a public market for its securities. Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

Cryptocurrency inventory, including that maintained by or for the Company, may be exposed to cybersecurity threats and hacks.

As with any computer code generally, flaws in cryptocurrency codes may be exposed by malicious actors. Several errors and defects have been found previously, including those that disabled some functionality for users and exposed users' information. Flaws in and exploitations of the source code allow malicious actors to take or create money have previously occurred. A hacking occurred in July 2017 and a hacker exploited a critical flaw to drain three large wallets that had a combined total of over $31 million worth of Ethereum. If left undetected, the hacker could have been able to steal an additional $150 million. Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

Competing blockchain platforms and technologies.

The development and acceptance of competing blockchain platforms or technologies may cause consumers to use alternative distributed ledgers or an alternative to distributed ledgers altogether. This may adversely affect the Company and its exposure to various blockchain technologies. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

The Company's coins may be subject to loss, theft or restriction on access.

There is a risk that some or all of the Company's coins could be lost or stolen. Access to the Company's coins could also be restricted by cybercrime (such as a denial of service ("DOS") attack) against a service at which the Company maintains a hosted online wallet. Any of these events may adversely affect the operations of the Company and, consequently, its investments and profitability. The loss or destruction of a private key required to access the Company's digital wallets may be irreversible and the Company denied access for all time to its cryptocurrency holdings or the holdings of others. The Company's loss of access to its private keys or its experience of a data loss relating to the Company's digital wallets could adversely affect its investments and assets.

Cryptocurrencies are controllable only by the possessor of both the unique public and private keys relating to the local or online digital wallet in which they are held, which wallet's public key or address is reflected in the network's public blockchain. The Company will publish the public key relating to digital wallets in use when it verifies the receipt of transfers and disseminates such information into the network, but it will need to safeguard the private keys relating to such digital wallets. To the extent such private keys are lost, destroyed or otherwise compromised, the Company will be unable to access its cryptocurrency coins and such private keys will not be capable of being restored by any network. Any loss of private keys relating to digital wallets used to store the Company's or its client's cryptocurrencies would have a material adverse effect the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

Incorrect or fraudulent coin transactions may be irreversible.

Cryptocurrency transactions are irrevocable and stolen or incorrectly transferred coins may be irretrievable. As a result, any incorrectly executed or fraudulent coin transactions could adversely affect the Company's investments and assets.

Coin transactions are not, from an administrative perspective, reversible without the consent and active participation of the recipient of the transaction. In theory, cryptocurrency transactions may be reversible with the control or consent of a majority of processing power on the network. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of a coin or a theft of coin generally will not be reversible and the Company may not be capable of seeking compensation for any such transfer or theft. It is possible that, through computer or human error, or through theft or criminal action, the Company's coins could be transferred in incorrect amounts or to unauthorized third parties, or to uncontrolled accounts. Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

If the award of coins for solving blocks and transaction fees are not sufficiently high, miners may not have an adequate incentive to continue mining and may cease their mining operations.

As the number of coins awarded for solving a block in the blockchain decreases, the incentive for miners to continue to contribute processing power to the network will transition from a set reward to transaction fees. Either the requirement from miners of higher transaction fees in exchange for recording transactions in the blockchain or a software upgrade that automatically charges fees for all transactions may decrease demand for the relevant coins and prevent the expansion of the network to retail merchants and commercial businesses, resulting in a reduction in the price of the relevant cryptocurrency that could adversely impact the Company's cryptocurrency inventory and investments.

In order to incentivize miners to continue to contribute processing power to the network, the network may either formally or informally transition from a set reward to transaction fees earned upon solving for a block. This transition could be accomplished either by miners independently electing to record on the blocks they solve only those transactions that include payment of a transaction fee or by the network adopting software upgrades that require the payment of a minimum transaction fee for all transactions. If transaction fees paid for the recording of transactions in the Blockchain become too high, the marketplace may be reluctant to accept the network as a means of payment and existing users may be motivated to switch between cryptocurrencies or to fiat currency. Decreased use and demand for coins may adversely affect their value and result in a reduction in the market price of coins.

If the award of coins for solving blocks and transaction fees for recording transactions are not sufficiently high to incentivize miners, miners may cease expending processing power to solve blocks and confirmations of transactions on the Blockchain could be slowed temporarily. A reduction in the processing power expended by miners could increase the likelihood of a malicious actor or botnet obtaining control in excess of 50 percent of the processing power active on the blockchain, potentially permitting such actor or botnet to manipulate the blockchain in a manner that adversely affects the Company's activities.

If the award of coins for solving blocks and transaction fees are not sufficiently high, miners may not have an adequate incentive to continue mining and may cease their mining operations. Miners ceasing operations would reduce collective processing power, which would adversely affect the confirmation process for transactions (i.e., decreasing the speed at which blocks are added to the blockchain until the next scheduled adjustment in difficulty for block solutions) and make the network more vulnerable to a malicious actor or botnet obtaining control in excess of 50 percent of the processing power. A reduction in confidence in the confirmation process or processing power of the network could result and be irreversible. Such events would have a material adverse effect on the ability of the Company to continue to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

The price of coins may be affected by the sale of coins by other vehicles investing in coins or tracking cryptocurrency markets.

To the extent that other vehicles investing in coins or tracking cryptocurrency markets form and come to represent a significant proportion of the demand for coins, large redemptions of the securities of those vehicles and the subsequent sale of coins by such vehicles could negatively affect cryptocurrency prices and therefore affect the value of the inventory held by the Company. Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

Risk related to shortages, technological obsolescence and difficulty in obtaining hardware.

Should new services/software embodying new technologies emerge, the Company's or its investments' ability to recognize the value of the use of existing hardware and equipment and its underlying technology, may become obsolete and require substantial capital to replace such equipment.

The increase in interest and demand for cryptocurrencies has led to a shortage of mining hardware as individuals purchase equipment for mining at home and large scale mining evolved. For example, according to PC Gamer, AMD's Radeon RX 580 and Radeon RX 570 have been out of stock for months and are widely viewed as hardware that is unique for cryptocurrency purposes. Equipment in the mining facilities will require replacement from time to time. Shortages of graphics processing units may lead to unnecessary downtime for miners and limit the availability or accessibility of mining processing capabilities in the industry. Such events would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account.

Since there has been limited precedence set for financial accounting of bitcoin, Ethereum, and other digital assets, it is unclear how the Company will be required to account for digital assets transactions in the future.

Since there has been limited precedence set for the financial accounting of digital assets, it is unclear how the Company will be required to account for digital asset transactions or assets. Furthermore, a change in regulatory or financial accounting standards could result in the necessity to restate the Company's financial statements. Such a restatement could negatively impact the Company's business, prospects, financial condition and results of operation. Such circumstances would have a material adverse effect on the ability of the Company to continue as a going concern or to pursue this segment at all, which would have a material adverse effect on the business, prospects or operations of the Company and potentially the value of any cryptocurrencies the Company holds or expects to acquire for its own account and harm investors.

We lease the space in which we operate our mining operations and the non-renewal of such lease could adversely affect an investment in us.

We lease the space housing our digital currency mining serversin. Our landlords could attempt to evict us for reasons beyond our control. Further, we may be unable to maintain good working relationships with our landlords. If we are unable to renew our lease agreement, it could have a material adverse effect on us. Even if we are able to renew our lease, the terms and other costs of renewal may be less favorable than our existing lease arrangement.

Power outages, limited availability of electrical resources and increased energy costs could adversely affect an investment in us.

Our leased facility may be subject to electrical power outages, and increased energy costs. Power outages, would harm our operations as we would be unable to mine any digital assets until such time if power was not available. During power outages, changes in humidity and temperature can cause permanent damage to servers and other electrical equipment. Any loss of power could reduce the number of mined digital assets, which would adversely impact an investment in us.

Exhibit Number	Description
10.1	Merger Agreement by and between Marathon Patent Group, Inc., Global Bit Ventures Acquisition Corp. and Global Bit Ventures, Inc. dated November 1, 2017.
10.2	Amendment to Retention Agreement by and between Marathon Patent Group, Inc. and Doug Croxall dated November 1, 2017.
10.3	Voting and Standstill Agreement dated November 1, 2017.
99.1	Press Release dated November 2, 2017.
99.2	GBV Presentation dated November 2, 2017

SIGNATURES

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

MARATHON PATENT GROUP, INC.

Dated: November 2, 2017

By: */s/ Douglas B. Croxall*
Name: Douglas B. Croxall
Title: Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"**)** dated as of November 1, 2017 is by and among Marathon Patent Group, Inc., a Nevada corporation (the Parent"), Global Bit Acquisition Corp., a Nevada corporation, and a wholly-owned subsidiary of Parent ("Acquirer"), and Global Bit Ventures Inc., a Nevada corporation (the "Company"). Each of the parties to this Agreement is individually referred to herein as a "Party" and collectively as the "Parties".

BACKGROUND AND RECITALS

WHEREAS, the Company Shareholders set forth on Schedule A own on a fully diluted basis of 100% of the presently issued and outstanding Company Shares as set forth on Schedule A;

WHEREAS, the individuals or entities set forth on Schedule A own all of the Company's outstanding Company Debt (as hereinafter defined);

WHEREAS, Parent is a reporting company whose common stock is quoted on the Nasdaq Capital Market;

WHEREAS, the Outstanding debt of the Parent in the amount of $5,072,232 shall be exchanged for the Parent's Series E Preferred Stock in a transaction pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act") as set forth on Schedule B attached hereto;

WHEREAS, the respective Boards of Directors of Parent, Company and the Acquirer deem it advisable and in the best interests of Parent, the Company and the Acquirer that the Acquirer merge with and into the Company (the "Merger") pursuant to this Agreement, and the applicable provisions of the laws of the State of Nevada.

WHEREAS, the Merger is to constitute a reorganization within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), or such other tax free reorganization or restructuring provisions as may be available under the Code.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

Definitions

SECTION 1.01 Definitions. In this Agreement the following terms will have the following meanings:

(a) "**Acquisition Shares**" means the shares of Series C Preferred Stock or Common Stock of the Parent that are being issued and delivered to the Company Shareholders at Closing pursuant to the terms of the Merger in accordance with Schedule A, annexed hereto;

(b) "**Closing**" means the completion (or waiver), on the Closing Date, of the transactions contemplated hereby in accordance with Article 7 hereof;

(c) "**Closing Date**" means the day on which all conditions precedent to the completion of the transaction as contemplated hereby have been satisfied or waived;

(d) "**Company Shares**" means all of the issued and outstanding shares of the Company's equity stock, including the Company Preferred Shares and the Company's Common Stock $0.001 par value per share;

(e) "**Company Shareholders**" means all of the holders of the issued and outstanding Company Shares and Company Debt;

(f) "**Company Preferred Shares**" means the issued and outstanding shares of the Company's Series A Preferred Stock, par value per share;

(g) "**Company Preferred Shareholders**" means the holders of the issued and outstanding shares of the Company's Series A Preferred Stock;

(h) **Effective Time**" means the date of the filing of appropriate Certificate of Merger in the form required by the State of Nevada;

(i) "**Merger**" means the merger, at the Effective Time, of the Company and the Acquirer pursuant to this Agreement;

(j) "**Surviving Company**" means the Company following the merger with the Acquirer;

(k) "**Parent Business**" means all aspects of any business conducted by Parent and its subsidiaries, including Subsidiary (as defined herein);

(l) "**Parent Common Shares**" means the shares of common stock in the capital of Parent,

Any other terms defined within the text of this Agreement will have the meanings so ascribed to them.

ARTICLE 2

The Merger

SECTION 2.01 The Merger. At Closing, the Acquirer shall be merged with and into the Company pursuant to this Agreement and the separate corporate existence of the Acquirer shall cease and the Company, as it exists from and after the Closing, shall be the Surviving Company.

SECTION 2.02 Effect of the Merger. The Merger shall have the effect provided therefore by the Nevada Revised Statutes ("NRS"). Without limiting the generality of the foregoing, and subject thereto, at Closing (i) all the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including without limitation subscriptions to shares, and all other choices in action, and all and every other interest of or belonging to or due to the Company or the Acquirer, as a group, subject to the terms hereof, shall be taken and deemed to be transferred to, and vested in, the Surviving Company without further act or deed; and all property, rights and privileges, immunities, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Company, as they were of the Company and the Acquirer, as a group, and (ii) all debts, liabilities, duties and obligations of the Company and the Acquirer, as a group, subject to the terms hereof, shall become the debts, liabilities and duties of the Surviving Company and the Surviving Company shall thenceforth be responsible and liable for all debts, liabilities, duties and obligations of the Company and the Acquirer, as a group, and neither the rights of creditors nor any liens upon the property of Company or the Acquirer, as a group, shall be impaired by the Merger, and may be enforced against the Surviving Company.

SECTION 2.03 Articles of Incorporation; Bylaws; Directors and Officers. The Articles of Incorporation of the Surviving Company from and after the Closing shall be the Articles of Incorporation of the Company as in effect immediately prior to the Closing until thereafter amended in accordance with the provisions therein and as provided by the applicable provisions of the NRS. The Bylaws of the Surviving Company from and after the Closing shall be the Bylaws of the Company as in effect immediately prior to the Closing, continuing until thereafter amended in accordance with their terms, the Articles of Incorporation of the Surviving Company and as provided by the NRS. The Parent shall take all required actions so that immediately after the Closing, the board of directors of the Company shall consist of the individuals set forth on Schedule 2.03(a). The Parent shall take all required actions so that immediately after the Closing the officers and directors of the Parent shall consist of the individuals set forth on Schedule 2.03(b), holding the respective office(s) set forth next to their respective names.

SECTION 2.04 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquirer or the Company, the outstanding securities of the Company and the Acquirer shall be converted as follows:

(a) Reserved.

(b) Conversion of Company Shares. Each Company Share that is issued and outstanding at the Effective Time, set forth on Schedule A, shall automatically be cancelled and extinguished and converted, without any action on the part of the holder thereof, into the right to receive 0.3265660438 Acquisition Shares for each Company Share. The total number of Parent Common Shares on a fully diluted basis that the Company Shareholders will receive is 126,674,557. In the event that the Parent issues any additional Parent Shares of Common Stock or securities convertible into Parent Common Stock (other than upon the conversion of any existing securities of the Parent), the number of shares of Parent Common Stock or Preferred Stock to be issued to the Company Shareholders shall be adjusted to represent the 81% ownership set forth at the end of this Section 2. All such Company Shares, when so converted, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive the Acquisition Shares paid in consideration therefor upon the surrender of such certificate in accordance with this Agreement.

(c) Conversion of Series A Preferred Stock . Each Company Preferred Share that is outstanding, at the Effective Time, set forth on Schedule A, shall automatically be cancelled and extinguished and converted, without any action on the part of the holder thereof, into the right to receive Acquisition Shares in the amounts set forth on Schedule A. All such Company Preferred Shares, when so converted, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto. Without limiting the generality of the foregoing, each Company Shareholder who is entitled to receive more than 2.49% of the Parent's Common Stock may instead receive up to all of such Common Stock in the form of the Parent's Series C Preferred Stock as set forth on Schedule A.

(d) Conversion of existing Convertible Notes of the Company. At the Effective Time, all of the Company's existing outstanding debt ("Company Debt"), consisting of the convertible notes set forth in the Company Disclosure Schedule shall have been cancelled and converted into Acquisition Shares as set forth on Schedule A and as of the Closing, the Company shall not have any outstanding Company Debt. Without limiting the generality of the foregoing, each holder of Company Debt who is entitled to receive more than 2.49% of the Parent's Common Stock may instead receive shares of the Parent's Series C Preferred Stock by giving written notice to the Parent of such election prior to the Closing Date.

Immediately after the conversion of the Company Shares, the Company Preferred Shares and the conversion of the Company Debt, the Company Shareholders will own 81.0% of the Parent's capital stock on a fully diluted basis at the time of Closing.

ARTICLE 3

Representations and Warranties of the Company

The Company represents and warrants to the Parent as provided below, except as set forth in a schedule (the "Company Disclosure Schedule") (it being understood and agreed that disclosure of any event, item or occurrence set forth in the Company Disclosure Letter shall apply to, qualify or modify the Section or subsection to which it corresponds). For purposes of this Agreement a "Company Material Adverse Effect" shall mean a material adverse change or event in the business, results of operations, or financial condition of the Company or adversely affecting the ability of the Company to perform its obligations under this Agreement or on the ability of the Company to consummate the transactions contemplated by this Agreement. For purposes of this clause, a "Company Material Adverse Effect" shall not include any effects, events, developments or changes arising out of or resulting from (A) changes or conditions in the U.S. or global economy or capital or financial markets generally, including changes in interest or exchange rates, (B) changes in the industries in which the Company operates, (C) changes in general legal, tax, regulatory, political or general economic conditions affecting the Company in each case, proposed, adopted or enacted after the date hereof, or the interpretation or enforcement thereof, with the exception of any law that would prevent the business of the Company to be concluded in the ordinary course and in accordance with past practice or that would prevent or substantially impair the consummation of the transactions pursuant to this Agreement, (D) natural disasters, (E) the commencement, occurrence, continuation or intensification of any war, sabotage, armed hostilities or acts of terrorism, (F) any action taken by Parent or its affiliates in bad faith or in violation of this Agreement, or (G) any matter fully, fairly, and specifically disclosed in the Company Disclosure Schedule.

SECTION 3.01 Organization, Standing and Power. The Company is duly organized, validly existing and in good standing under the laws of the State of Nevada and has the requisite organizational power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect on the Company. The Company is duly qualified to do business in each jurisdiction where the nature of its business or its ownership or leasing of its properties make such qualification necessary, except where the failure to so qualify would not reasonably be expected to have a Company Material Adverse Effect. The Company has delivered to the Parent true and complete copies of the certificate of incorporation and Bylaws, each as amended to the date of this Agreement (as so amended, the "Company Charter Documents"). The Company owns or controls, directly or indirectly, all of the capital stock or comparable equity interests of each subsidiary (each, a "Subsidiary") listed in the Company Disclosure Schedule, free and clear of any lien, and all issued and outstanding shares of capital stock or comparable equity interest of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights. As of the date hereof, the Company does not have any Subsidiaries. If as of the Closing Date, the Company does not have any subsidiaries, all other references in this Agreement to Subsidiaries shall be disregarded.

SECTION 3.02 Capital Structure. The Company is authorized to issue 200,000,000 shares of Common Stock of which 4,870,000 are issued and outstanding, 20,000,000 shares of preferred stock of which 10,000 have been designated as Series A Preferred Stock and of which 5,400 are issued and outstanding (the "Capital Stock"). The Company's Capital Stock is set forth in the Company Disclosure Schedule. Other than the Capital Stock no other shares of Common Stock or preferred stock are issued, reserved for issuance or outstanding. All outstanding shares of Capital Stock including the Company's Common Stock and Series A Preferred Stock are duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the applicable corporate laws of its state of formation, the Company Charter Documents or any Contract (as defined hereinafter defined) to which the Company is a party or otherwise bound. Other than as set forth in the Company Disclosure Schedule, there are no bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Common Stock may vote ("Voting Company Debt"). Except as otherwise set forth herein, as of the date of this Agreement, there are no options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, contracts, arrangements or undertakings of any kind to which the Company is a party or by which the Company is bound (i) obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, equity interests in, or any security convertible or exercisable for or exchangeable into any equity interest in, the Company or any Voting Company Debt, (ii) obligating the Company to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to holders of Common Stock of the Company.

SECTION 3.03 Authority; Execution and Delivery; Enforceability. The Company has all requisite organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by the Company of this Agreement and the performance of its obligations under this Agreement have been duly authorized and approved by the Board of the Company and the owners of all the voting capital stock of the Company and no other proceedings on the part of the Company are necessary to authorize this Agreement and the Merger. When executed and delivered, this Agreement will be enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to or affecting the enforcement of creditors' rights in general and by general principles of equity (regardless of whether enforcement is sought in equity or at law). Except for the approval of the holders of the Company's capital stock having the right to vote, no consent, approval or agreement of any individual or entity is required to be obtained by the Company in connection with the execution and performance by the Company of this Agreement or the execution and performance by the Company of any agreements, instruments or other obligations entered into in connection with this Agreement.

SECTION 3.04 No Conflicts; Consents.

(a) The execution and delivery by the Company of this Agreement does not, and the consummation of the transactions contemplated by this Agreement and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any lien, security interest, pledge, equities or claims of any kind, voting trusts or other encumbrances (collectively "Liens") upon any of the properties or assets of the Company under any provision of (i) the Company Charter Documents, (ii) any material contract, lease, license, indenture, note, bond, agreement, permit, concession, franchise or other instrument (a "Contract") to which the Company is a party or by which any of its respective properties or assets is bound or (iii) any material judgment, order or decree ("Judgment") or material statutes, laws, ordinances, rules, regulations, orders, writs, injunctions, judgments, or decrees (collectively, "Laws") applicable to the Company or its properties or assets.

(b) Except for required filings by the Parent with the Securities and Exchange Commission ("Commission" or "SEC") Commission and applicable "Blue Sky" or state securities commissions, no material consent, approval, license, permit, order or authorization ("Consent") of, or registration, declaration or filing with, or permit from, any Governmental Entity is required to be obtained or made by or with respect to the Company in connection with the execution, delivery and performance of this Agreement or the performance by the Company of its obligations under this Agreement.

SECTION 3.05 Taxes.

(a) The Company has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it, and all such Tax Returns were correct and complete in all material respects except to the extent any failure to file or any inaccuracies in any filed Tax Returns, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. All Taxes shown to be due on such Tax Returns, or otherwise owed, have been timely paid, except to the extent that any failure to pay, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

(b) If applicable, the Company has established an adequate reserve reflected on its financial statements for all Taxes payable by the Company (in addition to any reserve for deferred Taxes to reflect timing differences between book and Tax items) for all Taxable periods and portions thereof through the date of such financial statements. No deficiency with respect to any Taxes has been proposed, asserted or assessed against the Company, and no requests for waivers of the time to assess any such Taxes are pending, except to the extent any such deficiency or request for waiver, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect.

(c) For purposes of this Agreement:

"Taxes" includes all forms of taxation, whenever created or imposed, and whether of the United States or elsewhere, and whether imposed by a local, municipal, governmental, state, foreign, federal or other Governmental Entity, or in connection with any agreement with respect to Taxes, including all interest, penalties and additions imposed with respect to such amounts.

"Tax Return" means all federal, state, local, provincial and foreign Tax returns, declarations, statements, reports, schedules, forms and information returns and any amended Tax return relating to Taxes.

SECTION 3.06 Benefit Plans. The Company does not have or maintain any collective bargaining agreement or any bonus, pension, profit sharing, deferred compensation, incentive compensation, share ownership, share purchase, share option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical or other plan, arrangement or understanding (whether or not legally binding) providing benefits to any current or former employee, officer or director of the Company (collectively, "Company Benefit Plans"). As of the date of this Agreement, except as set forth in the Company Disclosure Schedule, there are no employment, consulting, indemnification, severance or termination agreements or arrangements between the Company and any current or former employee, officer or director of the Company, nor does the Company have any general severance plan or policy.

SECTION 3.07 Litigation. There is no action, suit, inquiry, notice of violation, proceeding (including any partial proceeding such as a deposition) or investigation pending or threatened in writing against or affecting the Company, or any of its properties before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), stock market, stock exchange or trading facility ("Action"). Neither the Company nor any director or officer thereof (in his or her capacity as such), is or has been the subject of any Action involving a claim or violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

SECTION 3.08 Compliance with Applicable Laws. To the best of its knowledge, the Company is in material compliance with all applicable Laws, except for instances of noncompliance that, individually and in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. This Section does not relate to matters with respect to Taxes, which are the subject of Section 3.05.

SECTION 3.09 Brokers; Schedule of Fees and Expenses. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which Parent or the Company is obligated in connection with the transactions contemplate by this Agreement based upon arrangements made by or on behalf of the Company.

SECTION 3.10 Contracts. Except as set forth in the Company Disclosure Schedule there are no contracts that are material to the business properties, assets, financial condition, results of operations or prospects of the Company and its Subsidiaries taken as a whole. The Company is not in violation of or in default under (nor does there exist any condition which upon the passage of time or the giving of notice would cause such a violation of or default under) any Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect. Except as set forth in the Company's Disclosure Schedule, the Company's execution of this Agreement and the consummation of the transactions contemplated herein would not violate any Contract to which the Company or any of its Subsidiaries is a party nor will the execution of this Agreement or the consummation of the transactions consummated hereby violate or trigger any "change in control" provision or covenant in any Contract to which the Company or any Subsidiary is a party.

SECTION 3.11 Title to Properties. The Company does not own any real property. The Company has sufficient title to, or valid leasehold interests in, all of its properties and assets used in the conduct of its businesses. All such assets and properties, other than assets and properties in which the Company has leasehold interests, are free and clear of all Liens other than those Liens that, in the aggregate, do not and will not materially interfere with the ability of the Company to conduct business as currently conducted or result in or would reasonably be expected to result in a Company Material Adverse Effect.

SECTION 3.12 Intellectual Property. Company for itself and all subsidiaries represents and warrants to Parent as follows:

(a) the Company has provided Parent in writing a complete and accurate list and provided Parent with the right to inspect true and complete copies of all software, patents and applications for patents, trademarks, trade names, service marks, and copyrights, and applications therefore, owned or used by Company or in which it has any rights or licenses, except for software used by Company and generally available on the commercial market. Company has provided Parent with a complete and accurate description of all agreements or provided Parent with the right to inspect true and complete copies of all agreements of Company with each officer, employee or consultant of Company (or any subsidiary of the Company) providing Company (or any subsidiary of the Company) with title and ownership to patents, patent applications, trade secrets and inventions developed or used by Company in its business. All of such agreements are valid, enforceable and legally binding, subject to the effect or availability of rules of law governing specific performance, injunctive relief or other equitable remedies (regardless of whether any such remedy is considered in a proceeding at law or in equity).

(b) Company owns or possesses licenses or other rights to use all computer software, software programs, patents, patent applications, trademarks, trademark applications, trade secrets, service marks, trade names, copyrights, inventions, drawings, designs, customer lists, propriety know-how or information, or other rights with respect thereto (collectively referred to as "Proprietary Rights"), used in the business of Company, and the same are sufficient to conduct Company business as it has been and is now being conducted.

(c) The operations of Company do not conflict with or infringe, and no one has asserted to Company that such operations conflict with or infringe on any Proprietary Rights owned, possessed or used by any third party. There are no claims, disputes, actions, proceedings, suits or appeal pending against Company with respect to any Proprietary Rights, and none has been threatened against Company. There are no facts or alleged fact which would reasonably serve as a basis for any claim that Company does not have the right to use, free of any rights or claims of others, all Proprietary Rights in the conduct of the business of Company as it has been and is now being conducted.

(d) To the knowledge of Company, no current employee of Company (or any subsidiary of the Company) is in violation of any term of any employment contract, proprietary information and inventions agreement, non-competition agreement, or any other contract or agreement relating to the relationship of any such employee with Company or any previous employer.

SECTION 3.13 Insurance. The Company does not hold any insurance policy.

SECTION 3.14 Transactions With Affiliates and Employees. Except as set forth in the Company Disclosure Schedule, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

SECTION 3.15 Application of Takeover Protections. The Company is not subject to any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company Charter Documents or the laws of its state of formation that is or could become applicable to Company as a result of the Company fulfilling its obligations or exercising their rights under this Agreement, including, without limitation, the issuance of the Acquisition Shares and the Company Shareholder's ownership of the Acquisition Shares.

SECTION 3.16 Labor Matters. Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement or employs any member of a union. The Company believes that its and its Subsidiaries' relations with their respective employees are good. The Company and its Subsidiaries are in compliance with all federal, state, local and foreign laws and regulations respecting labor, employment and employment practices and benefits, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, reasonably be expected to result in a Company Material Adverse Effect.

SECTION 3.17 ERISA Compliance; Excess Parachute Payments. The Company does not, and since its inception never has, maintained, or contributed to any "employee pension benefit plans" (as defined in Section 3(2) of ERISA), "employee welfare benefit plans" (as defined in Section 3(1) of ERISA) or any other Company Benefit Plan for the benefit of any current or former employees, consultants, officers or directors of Company.

SECTION 3.18 No Additional Agreements. The Company does not have any agreement or understanding with respect to the Merger other than as specified in this Agreement.

SECTION 3.19 Investment Company. The Company is not, and is not an affiliate of, and immediately following the Closing will not have become, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.20 Disclosure. All disclosure provided to the Parent regarding the Company, its business and the transactions contemplated by this Agreement, furnished by or on behalf of the Company (including the Company Shareholder's and Company's representations and warranties set forth in this Agreement and the Company Disclosure Schedule) are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

SECTION 3.21 Absence of Certain Changes or Events. Except in connection with the transactions contemplated by this Agreement and as disclosed in the Company Disclosure Schedule, since inception, the Company has conducted its business only in the ordinary course, and there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Company, except changes in the ordinary course of business that have not caused, in the aggregate, a Company Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Company Material Adverse Effect;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Company, except in the ordinary course of business and the satisfaction or discharge of which would not have a Company Material Adverse Effect;

(e) any material change to a material Contract by which the Company or any of its assets is bound or subject;

(f) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and does not materially impair the Company's ownership or use of such property or assets;

(g) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(h) any alteration of the Company's method of accounting or the identity of its auditors;

(i) any declaration or payment of dividend or distribution of cash or other property to the Company Shareholders or the Company Preferred Shareholders or any purchase, redemption or agreements to purchase or redeem any of the Common Stock or preferred stock of the Company;

(j) any issuance of equity securities to any officer, director or affiliate; or

(k) any arrangement or commitment by the Company to do any of the things described in this Section.

SECTION 3.22 Foreign Corrupt Practices. Neither the Company, nor, to the Company's knowledge, any director, officer, agent, employee or other person acting on behalf of the Company has, in the course of its actions for, or on behalf of, the Company (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

SECTION 3.23 Licenses and Permits. The Company has obtained and maintains all federal, state, local and foreign licenses, permits, consents, approvals, registrations, memberships, authorizations and qualifications required to be maintained in connection with the operations of the Company as presently conducted and as proposed to be conducted the absence of which has caused or is reasonably likely to cause a Company Material Adverse Effect. The Company is not in default under any of such licenses, permits, consents, approvals, registrations, memberships, authorizations and qualifications except for such defaults that have not caused or would not reasonably be likely to result in a Company Material Adverse Effect.

SECTION 3.24 Reserved.

SECTION 3.25 Indebtedness. Except as set forth in the Company Disclosure Schedule, neither the Company nor any Subsidiary (i) has any outstanding Indebtedness (as defined below), (ii) is in violation of any term of or is in default under any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Company Material Adverse Effect, and (iii) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or is expected to have a Company Material Adverse Effect. For purposes of this Agreement: (x) "Indebtedness" of any Person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in connection with generally accepted accounting principles, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above; (y) **"**Contingent Obligation" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto; and (z) "Person**"** means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and any other legal entity.

SECTION 3.26 Money Laundering. The Company and its Subsidiaries are in compliance with, and have not previously violated, the USA Patriot Act of 2001 and all other applicable U.S. and non-U.S. anti-money laundering laws and regulations, including, but not limited to, the laws, regulations and Executive Orders and sanctions programs administered by the U.S. Office of Foreign Assets Control, including, but not limited, to (i) Executive Order 13224 of September 23, 2001 entitled, "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism" (66 Fed. Reg. 49079 (2001)); and (ii) any regulations contained in 31 CFR, Subtitle B, Chapter V.

SECTION 3.27 Management. Since August 9, 2017, no current officer or director or, to the knowledge of the Company, no former officer or director or current ten percent (10%) or greater member of the Company or any of its Subsidiaries has been the subject of:

(a) a petition under bankruptcy laws or any other insolvency or moratorium law or the appointment by a court of a receiver, fiscal agent or similar officer for such Person, or any partnership in which such person was a general partner at or within two years before the filing of such petition or such appointment, or any corporation or business association of which such person was an executive officer at or within two years before the time of the filing of such petition or such appointment;

(b) a conviction in a criminal proceeding or a named subject of a pending criminal proceeding (excluding traffic violations that do not relate to driving while intoxicated or driving under the influence);

(c) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining any such person from, or otherwise limiting, the following activities:

(i) Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the United States Commodity Futures Trading Commission or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

(ii) Engaging in any type of business practice; or

(iii) Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of securities laws or commodities laws;

(d) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any authority barring, suspending or otherwise limiting for more than 60 days the right of any such person to engage in any activity described in the preceding sub paragraph, or to be associated with persons engaged in any such activity;

(e) a finding by a court of competent jurisdiction in a civil action or by the Commission or other authority to have violated any securities law, regulation or decree and the judgment in such civil action or finding by the Commission or any other authority has not been subsequently reversed, suspended or vacated; or

(f) a finding by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, and the judgment in such civil action or finding has not been subsequently reversed, suspended or vacated.

SECTION 3.28 Public Utility Holding Act. None of the Company nor any of its Subsidiaries is a "holding company," or an "affiliate" of a "holding company," as such terms are defined in the Public Utility Holding Act of 2005.

SECTION 3.29 Federal Power Act. None of the Company nor any of its Subsidiaries is subject to regulation as a "public utility" under the Federal Power Act, as amended.

SECTION 3.30 No Undisclosed Events, Liabilities, Developments or Circumstances. To the best knowledge of the Company no event, liability, development or circumstance has occurred or exists, or is reasonably expected to exist or occur with respect to the Company, any of its Subsidiaries or any of their respective businesses, properties, liabilities, prospects, operations (including results thereof) or condition (financial or otherwise), that in the reasonable judgment of the Company (i) has not already been made known to the Parent; or (ii) could have a Company Material Adverse Effect. Except as set forth in the Company Disclosure Schedule, the Company has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise). The Company Disclosure Schedule sets forth all financial and contractual obligations and liabilities (including any obligations to issue equity or other securities of the Company) due after the date hereof.

SECTION 3.31 No Other Representations or Warranties. Except for the representations and warranties contained in this Agreement, neither the Company Shareholders nor the Company has made any representation or warranty, express or implied, concerning the Company, its financial condition, results of operations, assets, or prospects, and such representations and warranties supersede any prior statements made by any person regarding the transactions contemplated by this Agreement.

ARTICLE 4

Representations and Warranties of the Parent

The Parent represents and warrants as described below to Company Shareholders and the Company, that, except as set forth in Parent SEC Documents (as defined in Section 4.06(a) herein and then only if: (x) the Parent SEC Document is disclosed by form and date of filing; and (y) it is reasonably apparent that any event, item or occurrence disclosed in such Parent SEC Documents is an event, item or occurrence that relates to a matter covered by any representation or warranty set forth in this Article) or in a Disclosure Schedule delivered by the Parent to the Company (the "Parent Disclosure Schedule") (it being understood and agreed that disclosure of any event, item or occurrence set forth in the Parent Disclosure Letter shall apply to, qualify or modify the Section or subsection to which it corresponds). For purposes of this Agreement a "Parent Material Adverse Effect" shall mean a sustained material adverse change or event in the business, results of operations, or financial condition of the Parent or adversely affecting the ability of the Parent to perform its obligations under this Agreement or on the ability of the Parent to consummate the transactions contemplated by this Agreement. For purposes of this clause, a "Parent Material Adverse Effect" shall not include any effects, events, developments or changes arising out of or resulting from (A) changes or conditions in the U.S. or global economy or capital or financial markets generally, including changes in interest or exchange rates, (B) changes in the industries in which the Parent operates, (C) changes in general legal, tax, regulatory, political or general economic conditions affecting the Parent in each case, proposed, adopted or enacted after the date hereof, or the interpretation or enforcement thereof, with the exception of any law that would prevent the business of the Parent to be concluded in the ordinary course and in accordance with past practice or that would prevent or substantially impair the consummation of the transactions contemplated by this Agreement, (D) natural disasters, (E) the commencement, occurrence, continuation or intensification of any war, sabotage, armed hostilities or acts of terrorism, (F) any action taken by Company or its respective affiliates in bad faith or in violation of this Agreement, or (G) any matter fully, fairly, and specifically disclosed in the Parent Disclosure Schedule.

SECTION 4.01 Organization, Standing and Power. The Parent is duly organized, validly existing and in good standing under the laws of the State of Nevada and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect. The Parent is duly qualified to do business in each jurisdiction where the nature of its business or the ownership or leasing of its properties make such qualification necessary and where the failure to so qualify would reasonably be expected to have a Parent Material Adverse Effect. The Parent has delivered to the Company true and complete copies of the Articles of Incorporation of the Parent, as amended to the date of this Agreement (as so amended, the "Parent Charter"), and the Bylaws of the Parent, as amended to the date of this Agreement (as so amended, the "Parent Bylaws" and collectively, the Parent Charter and the Parent Bylaws are referred to as the "Parent Charter Documents"). Acquirer is duly organized, validly existing and in good standing under the laws of the State of Nevada and has full organizational power and authority to enter into this Agreement. Acquirer has not conducted any business. Merger Sub has no liabilities of whatever kind or nature or any obligations other than as provided for in this Agreement.

SECTION 4.02 Subsidiaries; Equity Interests. Other than as disclosed the Parent SEC Documents, the Parent does not own, directly or indirectly, any capital stock, partnership interest, joint venture interest or other equity interest in any person.

SECTION 4.03 Capital Structure. The authorized capital stock of the Parent consists of two hundred million (200,000,000) shares of Common Stock, and one million (100,000,000) shares of preferred stock, par value $0.0001 per share, of which 8,901,034 and 195,501 are issued and outstanding, respectively. Parent also has warrants outstanding for the purchase of 7,487,895 shares of its Common Stock, and options outstanding for the purchase of 448,775 shares of its Common Stock. In addition, Parent has $5,072,232 in outstanding convertible debt that may be converted into no more than 12,680,580 shares of Common Stock, depending on the conversion price. No other shares of capital stock or other voting securities of the Parent are issued, reserved for issuance or outstanding. All outstanding shares of the capital stock of the Parent, and all such shares that may be issued prior to the date hereof will be when issued, duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the Nevada Revised Statutes, the Parent Charter, the Parent Bylaws or any Contract to which the Parent is a party or otherwise bound. Except as set forth in the Parent Disclosure Schedule as of the date of this Agreement, there are no bonds, debentures, notes or other indebtedness of the Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of the Acquisition Shares Stock may vote ("Voting Parent Debt"). Except as set forth in the Parent Disclosure Schedule, as of the date of this Agreement, there are no options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Parent is a party or by which it is bound (i) obligating the Parent to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, the Parent or any Voting Parent Debt, (ii) obligating the Parent to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to holders of the capital stock of the Parent. Except as set forth in the Parent Disclosure Schedule, the Parent is not a party to any agreement granting any security holder of the Parent the right to cause the Parent to register shares of the capital stock or other securities of the Parent held by such security holder under the Securities Act.

SECTION 4.04 Authority; Execution and Delivery; Enforceability. The execution and delivery by the Parent of this Agreement and the consummation by the Parent of the transactions contemplated by this Agreement have been duly authorized and approved by the Board of Directors of the Parent and other than approval of this Agreement and the Merger by the holders of the Parent's capital stock having the right to vote thereon("Parent's Shareholder Approval"), no other corporate proceedings on the part of the Parent are necessary to authorize this Agreement and the transactions contemplated by this Agreement. Subject to the obtaining the Parent's Shareholder Approval, this Agreement constitutes a legal, valid and binding obligation of the Parent, enforceable against the Parent in accordance with the terms hereof.

SECTION 4.05 No Conflicts; Consents.

(a) Subject to the Parent's Shareholder Approval, the acceleration of effectiveness of the Registration Statement on Form S-4 filed by the Parent with the Commission to register the shares of Common Stock of the Parent being issued to the Company Shareholders and the shares of Parent's Common Stock issuable upon conversion of the Series C Preferred Stock being issued to the Company Shareholders in accordance with this Agreement (the "S-4 Registration Statement"), the execution and delivery by the Parent of this Agreement and the transactions contemplated by this Agreement do not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of the Parent under, any provision of (i) the Parent Charter or Parent Bylaws, (ii) any material Contract to which the Parent is a party or by which any of its properties or assets is bound or (iii) subject and required filing with the Commission and any required blue sky filings, any material Judgment or material Law applicable to the Parent or its properties or assets, other than, in any such items that, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(b) No Consent of, or registration, declaration or filing with, or permit from, any Governmental Entity is required to be obtained or made by or with respect to the Parent in connection with the execution, delivery and performance of this Agreement or the consummation of the Merger, other than the (A) filing with the Commission of reports under Sections 13 and 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (B) the S-4 Registration Statement, (C) filings under state "blue sky" laws, as each may be required in connection with this Agreement and the transactions contemplated by this Agreement and the Parent's Shareholder Approval.

SECTION 4.06 SEC Documents; Undisclosed Liabilities.

(a) The Parent has filed or furnished (as applicable) all Parent SEC Documents since December 31, 2016, pursuant to Sections 13 and 15 of the Exchange Act or Section 5 of the Securities Act, as applicable, and applicable regulations promulgated thereunder and together with all certifications required pursuant to the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") (such documents and any other documents filed by Parent with the SEC, together will all amendments thereto and including all exhibits and schedules thereto and documents incorporated by reference therein collectively the "Parent SEC Documents".

(b) As of its respective filing date, or in the case of Parent SEC Documents that are registration statements filed pursuant to the Securities Act, as of their respective effective dates, each Parent SEC Document complied in all material respects with the requirements of the Exchange Act or the Securities Act, as applicable, and the rules and regulations of the SEC promulgated thereunder applicable to such Parent SEC Document, and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Parent included in the Parent SEC Documents: (i) have been prepared from and in accordance with, and accurately reflect, the books and records of Parent and its Subsidiaries in all material respects; (ii) comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto; (iii) have been prepared in accordance with the U.S. generally accepted accounting principles ("GAAP") (except, in the case of unaudited statements, as may be indicated in the notes thereto or, for normal and recurring year-end adjustments as may be permitted by the SEC on Form 10-Q or Form 8-K or any successor or like form) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), and (iv) fairly present the financial position of Parent and Subsidiaries as of the dates thereof and the results of its operations and cash flows for the periods shown (subject, in the case of unaudited statements, to normal year-end audit adjustments).

SECTION 4.07 Internal Controls; Sarbanes-Oxley Act.

(a) Except as disclosed in the Parent SEC Documents, Parent and its Subsidiaries have implemented and maintain internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) to provide reasonable assurance regarding the reliability of financial reporting and the preparation of Parent financial statements in accordance with GAAP, which includes policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and disposition of the assets of Parent and its Subsidiaries; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of Parent financial statements in accordance with GAAP, and that receipts and expenditures of Parent and its Subsidiaries are being made only in accordance with authorizations of Parent's management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of Parent's assets that could have a material effect on the Parent financial statements.

(b) Except as disclosed in the Parent SEC Documents, Parent (i) has implemented and maintains disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) to ensure that material information required to be disclosed by Parent in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to Parent's management as appropriate to allow timely decisions regarding required disclosure and (ii) has disclosed to Parent's auditors and the audit committee of the Board of Directors of Parent, if any (A) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect Parent's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in Parent's internal controls over financial reporting.

SECTION 4.08 Absence of Certain Changes or Events. Except as disclosed in the Parent SEC Documents or in the Parent Disclosure Schedule, from the date of the most recent audited financial statements included in the Parent SEC Documents to the date of this Agreement, the Parent has conducted its business only in the ordinary course, and during such period there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Parent from that reflected in the Parent SEC Documents, except changes in the ordinary course of business that have not caused, in the aggregate, a Parent Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Parent Material Adverse Effect;

(c) any waiver or compromise by the Parent of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Parent, except in the ordinary course of business and the satisfaction or discharge of which would not have a Parent Material Adverse Effect;

(e) any material change to a material Contract by which the Parent or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any mortgage, pledge, transfer of a security interest in, or lien, created by the Parent, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Parent's ownership or use of such property or assets;

(h) any loans or guarantees made by the Parent to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(i) any declaration, setting aside or payment or other distribution in respect of any of the Parent's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Parent;

(j) any alteration of the Parent's method of accounting or the identity of its auditors;

(k) any issuance of equity securities to any officer, director or affiliate, except pursuant to existing option plans of the Parent; or

(l) any arrangement or commitment by the Parent to do any of the things described in this Section.

SECTION 4.09 Taxes.

(a) The Parent has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it, and all such Tax Returns are true, complete and accurate, except to the extent any failure to file, any delinquency in filing or any inaccuracies in any filed Tax Returns, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect. All Taxes shown to be due on such Tax Returns, or otherwise owed, has been timely paid, except to the extent that any failure to pay, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(b) There are no Liens for Taxes (other than for current Taxes not yet due and payable) on the assets of the Parent. The Parent is not bound by any agreement with respect to Taxes.

SECTION 4.10 Litigation. Except as disclosed in the Parent SEC Documents or the Parent Disclosure Schedule, there is no Action which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement or the Acquisition Shares or (ii) could, if there were an unfavorable decision, individually or in the aggregate, have or reasonably be expected to result in a Parent Material Adverse Effect and neither the Parent nor any director or officer thereof (in his or her capacity as such), is or has been the subject of any Action involving a claim or violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

SECTION 4.11 Compliance with Applicable Laws. Except as disclosed in the Parent SEC Documents or the Parent Disclosure Schedule, the Parent is in compliance with all applicable Laws, except for instances of noncompliance that, individually and in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect. Except as set forth in the Parent SEC Documents, the Parent has not received any written communication during the past two years from a Governmental Entity that alleges that the Parent is not in compliance in any material respect with any applicable Law. The Parent is in compliance with all effective requirements of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations thereunder, that are applicable to it, except where such noncompliance could not have or reasonably be expected to result in a Parent Material Adverse Effect.

SECTION 4.12 Contracts. Except as disclosed in the Parent SEC Documents or the Parent Disclosure Schedule, there are no Contracts that are material to the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Parent taken as a whole. The Parent is not in violation of or in default under (nor does there exist any condition which upon the passage of time or the giving of notice would cause such a violation of or default under) any Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in a Parent Material Adverse Effect.

SECTION 4.13 Title to Properties. The Parent has good title to, or valid leasehold interests in, all of its properties and assets used in the conduct of its businesses. All such assets and properties, other than assets and properties in which the Parent has leasehold interests, are free and clear of all Liens and except for Liens that, in the aggregate, do not and will not materially interfere with the ability of the Parent to conduct business as currently conducted or result in or would reasonably be expected to result in a Parent Material Adverse Effect. The Parent has complied in all material respects with the terms of all material leases to which it is a party and under which it is in occupancy, and all such leases are in full force and effect.

SECTION 4.14 Disclosure. All disclosure provided to the Company regarding the Parent, its business and the transactions contemplated by this Agreement, furnished by or on behalf of Parent (including Parent's representations and warranties set forth in this Agreement and the Parent Disclosure Schedule) are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein in light of the circumstances under which they were made, not misleading.

SECTION 4.15 Brokers; Schedule of Fees and Expenses. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission for which Parent or the Company is obligated in connection with the transactions contemplate by this Agreement based upon arrangements made by or on behalf of the Parent.

SECTION 4.16 Application of Takeover Protections. The Parent is not subject to any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Parent Charter Documents or the laws of its state of formation that is or could become applicable to Parent as a result of the Parent fulfilling its obligations or exercising their rights under this Agreement, including, without limitation, the issuance of the Acquisition Shares and the Company Shareholder's ownership of the Acquisition Shares.

SECTION 4.17 Money Laundering**.** The Parent is in compliance with, and have not previously violated, the USA Patriot Act of 2001 and all other applicable U.S. and non-U.S. anti-money laundering laws and regulations, including, but not limited to, the laws, regulations and Executive Orders and sanctions programs administered by the U.S. Office of Foreign Assets Control, including, but not limited, to (i) Executive Order 13224 of September 23, 2001 entitled, "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism" (66 Fed. Reg. 49079 (2001)); and (ii) any regulations contained in 31 CFR, Subtitle B, Chapter V.

SECTION 4.18 No Undisclosed Events, Liabilities, Developments or Circumstances. Except as set forth in the Parent SEC Documents or the Parent Disclosure Schedule, to the best knowledge of the Parent no event, liability, development or circumstance has occurred or exists, or is reasonably expected to exist or occur with respect to the Parent or its business, properties, liabilities, prospects, operations (including results thereof) or condition (financial or otherwise), that in the reasonable judgment of the Parent (i) has not already been made known to the Company or the Company Shareholders; or (ii) could have a Parent Material Adverse Effect. Except as set forth in the Parent SEC Documents or the Parent Disclosure Schedule, the Parent has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise). The Parent Disclosure Schedule and/or the Parent SEC Documents set forth all financial and contractual obligations and liabilities (including any obligations to issue equity or other securities of the Parent) due after the date hereof.

SECTION 4.19 No Other Representations or Warranties. Except for the representations and warranties contained in this Agreement the Parent has not made any representation or warranty, express or implied, concerning the Parent, its financial condition, results of operations, assets, or prospects, and such representations and warranties supersede any prior statements made by any person regarding the Merger or the transactions contemplated by this Agreement.

SECTION 4.20 Foreign Corrupt Practices. Neither the Parent, nor, to the Parent's knowledge, any director, officer, agent, employee or other person acting on behalf of the Parent has, in the course of its actions for, or on behalf of, the Parent (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

ARTICLE 5
Covenants

SECTION 5.01 Conduct of Business. Until the Closing, the Company shall conduct its business diligently and in the ordinary course consistent with the manner in which the Company has been operated up to the date of execution of this Agreement.

SECTION 5.02 Exclusivity. Subject to any fiduciary obligations applicable to its boards of directors, the Company and the Parent shall not (and shall not cause or permit any of their affiliates to) engage in any discussions or negotiations with any person or take any action that would be inconsistent with the transactions contemplated by this Agreement. The Company shall notify the Parent immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing. The Parent shall notify the Company immediately if any person makes any proposal, offer, inquiry or contact with respect to any of the foregoing.

SECTION 5.03 Public Announcements. The Parent and the Company will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press releases or other public statements with respect to the Agreement or the Merger and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchanges.

SECTION 5.04 Fees and Expenses. All fees and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees or expenses, whether or not this Agreement is consummated.

ARTICLE 6

Conditions Precedent

SECTION 6.01 Conditions Precedent in favor of Parent. Parent's obligations to carry out the transactions contemplated hereby are subject to the fulfillment (or waiver by Parent) of each of the following conditions precedent on or before the Closing:

(a) all documents or copies of documents, securities issuances and wire transfers required to be executed and delivered to Parent as set forth in Article 7 hereof will have been so executed and delivered;

(b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Company at or prior to the Closing will have been complied with or performed;

(c) title to the Company Shares held by the Company Shareholders will be free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;

(d) the Certificate of Merger shall be executed by the Company in form acceptable for filing with the Nevada Secretary of State;

(e) the Company shall not have any debt, including but not limited to the Company Debt set forth in the Company disclosure schedule except for debt incurred in the ordinary course of the Company's business;

(f) the capitalization structure of the Company shall be as set forth in Schedule 6.01 attached hereto;

(g) there will not have occurred:

(i) any material adverse change in the financial position or condition of the Company its liabilities or the Company Assets or any damage, loss or other change in circumstances materially and adversely affecting the Company Business or the Company Assets or Company's right to carry on the Company Business, other than changes in the ordinary course of business, none of which has been materially adverse, or

(ii) any damage, destruction, loss or other event, including changes to any laws or statutes applicable to the Company or the Company Business (whether or not covered by insurance) materially and adversely affecting Company, the Company Business or the Company Assets;

(h) the transactions contemplated hereby shall have been approved by all other regulatory authorities having jurisdiction over the subject matter hereof, if any;

(i) the Company shall have received an evaluation of the Company and the consideration of the acquisition shares of the Parent being received by the Company Shareholders that is reasonably acceptable to the Parent's Board of Directors;

(j) all representations and warranties of the Company contained herein shall be true and correct as of the Closing Date; and

(k) the holders of all of the outstanding securities entitled to vote thereon shall have approved the Merger and the transactions contemplated by this Agreement.

SECTION 6.02 Waiver by Parent. The conditions precedent set out in the preceding section are inserted for the exclusive benefit of Parent and any such condition may be waived in whole or in part by Parent at or prior to Closing by delivering to the Company a written waiver to that effect signed by Parent. In the event that the conditions precedent set out in the preceding section are not satisfied on or before the Closing, Parent shall be released from all obligations under this Agreement.

SECTION 6.03 Conditions Precedent in Favor of the Company. The obligations of the Company to carry out the transactions contemplated hereby are subject to the fulfillment of each of the following conditions precedent on or before the Closing:

(a) all documents or copies of documents, securities issuances and wire transfers required to be executed and delivered to Parent as set forth in Article 7 hereof will have been so executed and delivered;

(b) the shareholders of Parent shall have approved the execution of this Agreement and the consummation of the transactions contemplated by this Agreement;

(c) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Company or the Acquirer at or prior to the Closing shall have been complied with or performed;

(d) Company shall have completed its review and inspection of the books and records of Parent and its subsidiaries and shall be reasonably satisfied with same in all material respects;

(e) Parent will have delivered the Acquisition Shares to be issued pursuant to the terms of the Merger to the Company Shareholders at the Closing and the Acquisition Shares will be registered on the books of Parent in the name of the Company Shareholders at the Effective Time;

(f) title to the Acquisition Shares will be free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;

(g) the Certificates of Merger shall be executed by the Acquirer in form acceptable for filing with the Nevada Secretary of State;

(h) the Parent's current board shall be comprised of the individuals set forth on Schedule 2.03(a).

(i) the individuals set forth on Schedule 2.03 (b) shall have been appointed to the positions set forth to the right of their respective names;

(j) Parent shall have received approval from Nasdaq pertaining to the consummation of the Merger and execution of this Agreement;

(k) The Company shall have received an evaluation of the Company and the consideration of the acquisition shares of the Parent being received by the Company Shareholders that is reasonably acceptable to the board of directors of the Company; and

(l) The Outstanding debt of the parent in the amount of $5,072,232 shall have been exchanged for the Parent's Series E Preferred Stock in a transaction pursuant to Section 3 (a)(9) of the Securities Act as set forth on Schedule B attached hereto.

(m) there will not have occurred

(i) any material adverse change in the financial position or condition of Parent, its subsidiaries, their assets or liabilities or any damage, loss or other change in circumstances materially and adversely affecting Parent or the Parent Business or Parent's right to carry on the Parent Business, other than changes in the ordinary course of business, none of which has been materially adverse, or

(ii) any damage, destruction, loss or other event, including changes to any laws or statutes applicable to Parent or the Parent Business (whether or not covered by insurance) materially and adversely affecting Parent, its subsidiaries or its assets;

(n) The Parent shall have filed a Registration Statement on Form S-4 with the SEC covering the shares of Parent's common stock to be issued to the Company Shareholders in the Merger and the shares of Common Stock issuable upon conversion of the Series C Preferred Stock to be issued to the Company Shareholders in the Merger and the SEC shall have declared such registration statement effective.

(o) The Company shall have received in opinion of Parent's counsel in a customary from that is acceptable to the Company's counsel;

(p) the transactions contemplated hereby shall have been approved by all other regulatory authorities having jurisdiction over the subject matter hereof, if any;

(q) all representations and warranties of Parent and the Acquirer contained herein shall be true and correct as of the Closing Date;

(r) the Parent shall have filed the Certificate of Designations, Preferences and rights of the 0% C Convertible Preferred Stock of the Parent shall substantially in the form attached as Exhibit A shall have been filed with the Secretary of State of the Stat of Nevada; and

(s) the shareholders of the Parent having the right to vote thereon shall have approved the Merger.

SECTION 6.04 Waiver by Company. The conditions precedent set out in the preceding section are inserted for the exclusive benefit of Company and any such condition may be waived in whole or in part by Company at or prior to the Closing by delivering to Parent a written waiver to that effect signed by Company. In the event that the conditions precedent set out in the preceding section are not satisfied on or before the Closing Company shall be released from all obligations under this Agreement.

ARTICLE 7

CLOSING

SECTION 7.01 Outside Closing Date. The Merger and the other transactions contemplated by this Agreement will be closed on or before February 28, 2017, in accordance with the closing procedure set out in this Article.

SECTION 7.02 Documents to be Delivered by the Company. On or before the Closing, the Company will deliver or cause to be delivered to the Parent:

(a) all reasonable consents or approvals required to be obtained by the Company for the purposes of completing the Merger and preserving and maintaining the interests of the Parent under any and all Company Material Contracts and in relation to Company Assets;

(b) an officers certificate containing articles, bylaws, and certified copies of such resolutions of the shareholders and directors of the Company as are required to be passed to authorize the execution, delivery and implementation of this Agreement;

(c) an acknowledgement from Company of the satisfaction of the conditions precedent set forth in section 6.01 hereof;

(d) such other documents as Parent may reasonably require to give effect to the terms and intention of this Agreement.

SECTION 7.03 Documents to be Delivered by Parent. On or before the Closing, Parent and the Acquirer shall deliver or cause to be delivered to the Company:

(a) a irrevocable transfer agent instruction letter for issuance of the Acquisition Shares to the Company Shareholders, which has been preapproved by the Parent's transfer agent;

(b) an officers certificate containing articles, bylaws, and certified copies of such resolutions of the directors of Parent and the Acquirer as are required to be passed to authorize the execution, delivery and implementation of this Agreement;

(c) a certified copy of a resolution of the Shareholders of Parent t dated as of the Closing Date approving this Agreement and the Merger;

(d) an acknowledgement from Parent of the satisfaction of the conditions precedent set forth in section 6.03 hereof;

(e) such other documents as the Company may reasonably require to give effect to the terms and intention of this Agreement.

ARTICLE 8

Miscellaneous

SECTION 8.01 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given upon receipt by the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the Parent or the Acquirer, to:
11100 Santa Monica Blvd., Ste. 380
Los Angeles, California 90025

With a copy to:

Harvey J. Kesner, Esq.
1185 Avenue of the Americas, 37th Floor
New York, New York, 10036

If to the Company, to:

Global Bit Ventures, Inc.

[ ]

With a copy to:

Grushko & Mittman, P.C.
515 Rockaway Avenue
Valley Stream, N.Y. 11581
Att: Barbara R. Mittman

SECTION 8.02 Amendments; Waivers; No Additional Consideration. No provision of this Agreement may be waived or amended except in a written instrument signed by the Company and Parent. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

SECTION 8.03 Replacement of Securities. If any certificate or instrument evidencing any Acquisition Securities is mutilated, lost, stolen or destroyed, the Parent shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefore, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Parent of such loss, theft or destruction and customary and reasonable indemnity, if requested. The applicants for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs associated with the issuance of such replacement certificate or instrument. If a replacement certificate or instrument evidencing any Acquisition Securities is requested due to a mutilation thereof, the Parent may require delivery of such mutilated certificate or instrument as a condition precedent to any issuance of a replacement.

SECTION 8.04 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, Company and Parent and the Company will be entitled to specific performance under this Agreement. The Parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agrees to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

SECTION 8.05 Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation.".

SECTION 8.06 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

SECTION 8.07 Counterparts; Facsimile Execution. 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 counterparts have been signed by each of the Parties and delivered to the other Parties. Facsimile execution and facsimile or electronic delivery of this Agreement is legal, valid and binding for all purposes.

SECTION 8.08 Captions and Section Numbers. The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 8.09 Section References and Schedules. Any reference to a particular "Article", "section", "paragraph", "clause" or other subdivision is to the particular Article, section, clause or other subdivision of this Agreement and any reference to a Schedule by letter will mean the appropriate Schedule attached to this Agreement and by such reference the appropriate Schedule is incorporated into and made part of this Agreement.

SECTION 8.10 Entire Agreement; Third Party Beneficiaries. This Agreement, taken together with the Company Disclosure Schedule and the Parent Disclosure Schedule, (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the transactions contemplated by this Agreement and (b) are not intended to confer upon any person other than the Parties any rights or remedies. The representations and warranties of the Company Shareholder and the Company contained in this Agreement shall survive the Closing and the termination of this Agreement.

SECTION 8.11 Governing Law. 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. Any action or proceeding brought for the purpose of enforcement of any term or provision of this Agreement shall be brought only in the Federal or state courts sitting in the State of New York, New York County and the parties hereby waive any and all rights to trial by jury.

SECTION 8.12 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement and Plan of Reorganization as of the date first above written.

The Parent:

MARATHON PATENT GROUP

By: */s/ Douglas Croxall*

The Acquirer:

GLOBAL BIT ACQUISITION CORP

By: */s/ Douglas Croxall*

The Company:

GLOBAL BIT VENTURES, INC.

By: */s/ Jesse Sutton*

AMENDMENT TO RETENTION AGREEMENT

THIS AMENDMENT TO RETENTION AGREEMENT (this "**Agreement**") is entered into as of the 1st day of November 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, the Parties entered into a Retention Agreement dated August 22, 2017 regarding the Employee's employment with the Company which agreement was amended on September 29, 2017 (as amended the "Retention Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement providing for Employee's continuation as Chief Executive Officer and Chairman of the Board of Directors 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. In the event that no change is made herein, the provisions of the Retention Agreement shall govern.

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 to the following amendments to the Retention Agreement and certain additional changes to the Retention Agreement as set forth herein:

1. Amendment of Employment Termination Date. Notwithstanding the terms set forth in Section 2(c) of the Retention Agreement, Employee acknowledges that his last day of employment with the Company shall be changed to the earlier of (i) December 31, 2017, and (ii) the occurrence of a Change of Control (as defined in the Retention Agreement) (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 to hold himself out as an officer, employee or director of the Company. Any and all positions and/or titles held by Employee with the Company will be deemed to have been resigned as of the Employment Termination Date.

(a) Section 2 of the Retention Agreement is amended as provided below. The Company shall pay or provide Employee the following payments and benefits (the "**Payment and Benefits**"):

(i) Consulting Fee and PTO. Commencing on the date hereof, Employee shall receive a consultant fee at a rate of $30,000 per month (the "**Consulting Fee**") until the Employment Termination Date, 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 $500,000 (the "Retention Payment") in two separate payments as follows: (1) $125,000 was paid , and (2) the remaining $375,000 shall be paid as follows: 50% of the Retention Payment not yet paid shall be released on the date that the Company enters into an agreement to effect a "Change of Company" and 50% shall be paid upon the closing of the transaction which will result in a Change of Control.

(iii) Health Benefits. Employee shall be entitled to continue to receive his existing medical and other insurance benefits through the end of December 2017. After such time the Company will cease to pay premiums pursuant to the preceding sentence, 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. The Company will reimburse Employee for all COBRA payments made by Employee through March 31, 2018.

2. Voting and Standstill Agreement.

(a) Entry into Voting and Standstill Agreement. The Employee agrees to execute the Voting and Standstill Agreement attached as Exhibit A hereto and to be bound by its terms.

3. 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.

4. 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.

5. 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.

6. 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
61 Broadway, 32nd Floor
New York, NY 10006

If to Employee:

Douglas Croxall

Fulton Management

16030 Ventura Blvd.
Suite 240
Encino, CA 91436

doug@lvlpg.com_

7 . 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/ Merrick Okamoto*
Name: Merrick Okamoto
Title: Chairman

/s/ Douglas Croxall
DOUGLAS CROXALL

VOTING AND STANDSTILL AGREEMENT

This Voting AND STANDSTILL Agreement (the "**Agreement**") is made and entered into as of this 1st day of November, 2017, by and between Marathon Patent Group, Inc. a Nevada corporation (the "**Company**"), and Doug Croxall (the "**Shareholder**").

Witnesseth

Whereas, the Shareholders, own certain shares of the Company's Common Stock as identified on Schedule A attached hereto (the "Shares"); and

Whereas, in connection with their arrangements with the Company, the Company and the Shareholders have agreed to provide for certain obligations with respect to the future voting and disposition of their shares of the Company's capital stock as set forth below and the Company has agreed to deliver this Agreement;

Now, Therefore, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Voting.

1.1 Subject Shares.

Each Shareholder, severally and not jointly, agrees, during the Term, to hold all shares of voting capital stock of the Company registered in its name or beneficially owned by it as of the date hereof and any and all other securities of the Company legally or beneficially acquired by the Shareholder after the date hereof (hereinafter collectively referred to as the "**Subject Shares**") subject to, and to vote the Subject Shares in accordance with, the provisions of this Agreement.

1.2 Shareholder Approval. On each and all actions or matters submitted to a vote or consent of shareholders of the Company, the Shareholders shall vote all Subject Shares held by them (or the holders thereof shall consent pursuant to an action by written consent of the holders of capital stock of the Company) as instructed by the Board of Directors of the Company.

1.3 Legend.

(a) The Shareholders agree that, concurrently with the execution of this Agreement (or as soon as practicable thereafter), there shall be imprinted or otherwise placed, on certificates representing the Subject Shares the following restrictive legend (the "**Legend**"):

> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A VOTING AND STANDSTILL AGREEMENT WHICH PLACES CERTAIN RESTRICTIONS ON THE VOTING AND SALE OF THE DISPOSITION OF THE SHARES REPRESENTED HEREBY. ANY PERSON ACCEPTING ANY INTEREST IN SUCH SHARES SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH AGREEMENT. A COPY OF SUCH VOTING AND STANDSTILL AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

In the alternative, the Company shall advise the Company's stock transfer agent, Equity Stock Transfer of the restrictions and direct them to place appropriate stop transfer restrictions on its books and records.

(b) The Company agrees that, during the Term of this Agreement, it will not remove, and will not permit to be removed (upon registration of transfer, reissuance of otherwise), the Legend from any such certificate and will place or cause to be placed the Legend on any new certificate issued to represent Subject Shares theretofore represented by a certificate carrying the Legend. If at any time or from time to time during the Term any Person holds any certificate representing Subject Shares not bearing the aforementioned legend, the Shareholder agrees to deliver such certificate to the Company promptly to have such legend placed on such certificate. Upon expiration of the Term, the Company shall, upon request of any Shareholder, promptly remove or cause the removal of the Legend from such Shareholder's Shares and direct the Transfer Agent to remove such stop transfer restrictions from its books and records at the end of the Standstill Period.

1.4 Successors. The provisions of this Agreement shall be binding upon the successors in interest to any of the Subject Shares. The Company shall not permit the transfer of any of the Subject Shares on its books or issue a new certificate representing any of the Subject Shares unless and until the person to whom such security is to be transferred shall have executed a written agreement, substantially in the form of this Agreement, pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person were an Investor.

1.5 Other Rights. Except as provided by this Agreement, the Shareholders shall exercise the full rights of a holder of capital stock of the Company with respect to the Subject Shares.

1.6 Irrevocable Proxy. To secure the Shareholders' obligations to vote the Subject Shares in accordance with this Agreement, the Shareholders hereby appoint the Chairman of the Company or its designees, as the Shareholders' true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to vote all of the Shareholders' Subject Shares , as set forth in this Agreement and to execute all appropriate instruments consistent with this Agreement on behalf of the Shareholders if, and only if, any Shareholder fails to vote all of such Shareholder's Subject Shares or execute such other instruments in accordance with the provisions of this Agreement within five (5) days of the Company's or any other party's written request for the Shareholder's written consent or signature. The proxy and power granted by the Shareholders pursuant to this Section are coupled with an interest and are given to secure the performance of such party's duties under this Agreement. Such proxy and power will be irrevocable for the term hereof. The proxy and power, so long as any party hereto is an individual, will survive the death, incompetency and disability of such party or any other individual holder of the Subject Shares and, so long as any party hereto is an entity, will survive the merger or reorganization of such party or any other entity holding any Subject Shares.

2. STANDSTILL

The Shareholder acknowledges that, he has access to material non-public information concerning the Company. In consideration of receipt of that information and other consideration in the Retention Agreement, the Shareholder hereby agrees that for a period commencing on the date hereof and ending ten (10) days from the consummation of a Change of Control transaction as defined in the Retention Agreement by and between the Company and the Shareholder (the "Standstill Period"), the Recipient on behalf of himself and his affiliates (the "Affiliate Entities"), hereby agrees that each of the Shareholder and the Affiliated Entities shall not, other than as authorized in writing by the Company sell, transfer, pledge, hypothecate or otherwise dispose of any of the Shares during the Standstill Period.

3. Termination.

3.1 This Agreement shall continue in full force and effect until the consummation of a Change of Control as defined in the Retention Agreement(the "Term").

3.2 Notwithstanding anything in Section 3.1 to the contrary, the obligations of the Shareholders under Section 4.1, 4.2 and 4.10 shall survive any termination or expiration of this Agreement.

4. Miscellaneous.

4.1 Specific Performance. The parties hereto hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to their heirs, personal representatives, or assigns by reason of a failure to perform any of the obligations under this Agreement and agree that the terms of this Agreement shall be specifically enforceable. If any party hereto or his heirs, personal representatives, or assigns institutes any action or proceeding to specifically enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has an adequate remedy at law, and such person shall not offer in any such action or proceeding the claim or defense that such remedy at law exists.

4.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, and shall be binding upon the parties hereto in the United States and worldwide.

4.3 Amendment or Waiver. This Agreement may be amended or modified (or provisions of this Agreement waived) only upon the written consent of parties hereto. Any amendment or waiver so effected shall be binding upon the Company, the Shareholders and any assignee of any such party.

4.4 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.5 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors and administrators and other legal representatives.

4.6 Additional Shares. In the event that subsequent to the date of this Agreement any shares or other securities are issued on, or in exchange for, any of the Subject Shares by reason of any stock dividend, stock split, combination of shares, reclassification or the like, such shares or securities shall be deemed to be Subject Shares, as the case may be, for purposes of this Agreement.

4.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one instrument.

4.8 Waiver. No waivers of any breach of this Agreement extended by any party hereto to any other party shall be construed as a waiver of any rights or remedies of any other party hereto or with respect to any subsequent breach.

4.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. Any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement or any waiver on such party's part of any provisions or conditions of the Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement by law, or otherwise afforded to any party, shall be cumulative and not alternative.

4.10 Costs and Attorney's Fees. In the event that any action, suit or other proceeding is instituted based upon or arising out of this Agreement or the matters contemplated herein (whether based on breach of contract, tort, breach of duty or any other theory), the prevailing party shall recover all of such party's costs (including, but not limited to expert witness costs) and reasonable attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

4.11 Notices. All notices required in connection with this Agreement shall be made in accordance with the Exchange Agreement.

4.12 Entire Agreement. This Agreement, along with the Exchange Agreement and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement.

3.13 No Ownership Interest. Except as otherwise provided herein, nothing contained in this Agreement shall be deemed to vest in Company any direct or indirect ownership or incidence of ownership of or with respect to the Subject Shares. Except as otherwise provided herein, all rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Shareholders, and the Company shall not have any authority to manage, direct, restrict, regulate, govern, or administer any of the policies or operations (as applicable) of the Shareholder or exercise any power or authority to direct the Shareholder in the voting of any of the Subject Shares.

[THIS SPACE INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties hereto have executed this **Voting Agreement** as of the date first above written.

COMPANY:

MARATHON PATENT GROUP, INC.

By: */s/ Merrick Okamoto*
Name: Merrick Okamoto
Title: Chairman

/s/ Douglas Croxall
Douglas Croxall

SHAREHOLDER:

By: */s/ Douglas Croxall*
Name: Douglas Croxall
Title: Chief Executive Officer

Schedule A

The number of shares beneficially owned by Doug Croxall that are subject to this Agreement are 2,800,000 shares.

Marathon Patent Group to Acquire Global Bit Ventures Inc, a Digital Asset Technology Company

Global Bit Ventures Owns and Runs Cryptocurrency Mining Servers

LOS ANGELES, CA - (Marketwired – November 2, 2017) - Marathon Patent Group, Inc. (NASDAQ: MARA) ("Marathon" or the "Company"), an IP licensing and management company, today announced that it has entered into a definitive purchase agreement to acquire 100% ownership of Global Bit Ventures Inc. ("GBV"), a digital asset technology company that mines cryptocurrencies. GBV has robust infrastructure in place with significant capability for expansion. The closing of the transaction is subject to obtaining requisite approvals.

"We previously expressed our intent to review alternative business directions with the goal of enhancing shareholder value," stated Doug Croxall, CEO of Marathon Patent Group. "We believe the acquisition of Global Bit Ventures will take advantage of an ongoing revolution in digital transactions conducted on blockchains as we see increasing adoption and proliferation of blockchain protocols in our everyday lives."

"This transaction marks a major milestone for GBV and sets the stage for rapid revenue acceleration in the years ahead," stated Charles Allen, Director of GBV and an early mover in the digital asset industry.

GBV is a technology company that powers and secures Blockchains by operating custom hardware and software, which verify Blockchain transactions. GBV currently owns 250GH/s of GPU mining servers and plans to add 14PH/s of ASIC hashing servers.

"This acquisition provides investors an opportunity to invest in one of the first NASDAQ-listed public companies to enter this rapidly growing industry," stated Merrick Okamoto, Chairman.

Blockchains are decentralized digital ledgers that record and enable secure peer-to-peer transactions without third party intermediaries. Blockchains are secured by miners that use powerful computer networks to secure and verify every transaction.

About Marathon Patent Group, Inc.

Marathon is an IP licensing and management company. The Company acquires and manages IP rights from a variety of sources, including large and small corporations, universities and other IP owners. Marathon has a global focus on IP acquisition and management.

About Global Bit Ventures, Inc.

Global Bit Ventures Inc. is a growth oriented, private Nevada incorporated company, with operations in Quebec where it is strategically positioned to accelerate growth. GBV owns state-of-the-art GPU-based servers used to mine digital assets.

Forward-Looking Statements

Statements made in this press release include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, regarding, but not limited to, the amount and use of proceeds the Company expects to receive from the sale of the shares of common stock in the registered direct offering and the closing of the transactions. Forward-looking statements can be identified by the use of words such as "may," "will," "plan," "should," "expect," "anticipate," "estimate," "continue," or comparable terminology. Such forward-looking statements are inherently subject to certain risks, trends and uncertainties, many of which the Company cannot predict with accuracy and some of which the Company might not even anticipate, and involve factors that may cause actual results to differ materially from those projected or suggested. Readers are cautioned not to place undue reliance on these forward-looking statements and are advised to consider the factors listed above together with the additional factors under the heading "Risk Factors" in the Company's Annual Reports on Form 10-K, as may be supplemented or amended by the Company's Quarterly Reports on Form 10-Q. The Company assumes no obligation to update or supplement forward-looking statements that become untrue because of subsequent events, new information or otherwise.

CONTACT INFORMATION

Marathon Patent Group
Jason Assad
678-570-6791
Jason@marathonpg.com

GLOBAL BIT VENTURES

We Power Blockchains

www.globalbitventures.com

Forward Looking Statements

GLOBAL BIT VENTURES

Certain information contained herein and certain oral statements made are forward-looking and relate to Global Bit Ventures Inc.'s ("GBV") business strategy, product development, timing of product development, events and courses of action. Statements which are not purely historical are forward-looking statements and include any statements regarding beliefs, plans, outlook, expectations or intentions regarding the future including words or phrases such as "anticipate," "objective," "may," "will," "might," "should," "could," "can," "intend," "expect," "believe," "estimate," "predict," "potential," "plan," "is designed to" or similar expressions suggest future outcomes or the negative thereof or similar variations. Forward-looking statements may include, among other things, statements about: our expectations regarding our expenses, sales and operations; our future customer concentration; our anticipated cash needs and our estimates regarding our capital requirements and our need for additional financing; our ability to anticipate the future needs of our customers; our plans for future products and enhancements of existing products; our future growth strategy and growth rate; our future intellectual property; and our anticipated trends and challenges in the markets in which we operate.

Such statements and information are based on numerous assumptions regarding present and future business strategies and the environment in which GBV will operate in the future, including the demand for our products, anticipated costs and ability to achieve goals and the price of bitcoin. Although we believe that the assumptions underlying these statements are reasonable, they may prove to be incorrect. Given these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements.

Forward-looking statements are subject to known and unknown risks, uncertainties and other important factors that may cause the actual results to be materially different from those expressed or implied by such forward-looking statements, including but not limited to, business, economic and capital market conditions; the ability to manage our operating expenses, which may adversely affect our financial condition; our ability to remain competitive as other better financed competitors develop and release competitive products; regulatory uncertainties; market conditions and the demand and pricing for our products; the demand and pricing of digital assets (e.g. Ethereum, Bitcoin, etc.); security threats, including a loss/theft of GBV's digital assets; our relationships with our customers, distributors and business partners; our ability to successfully define, design and release new products in a timely manner that meet our customers' needs; our ability to attract, retain and motivate qualified personnel; competition in our industry; our ability to maintain technological leadership; the impact of technology changes on our products and industry; our failure to develop new and innovative products; our ability to successfully maintain and enforce our intellectual property rights and defend third-party claims of infringement of their intellectual property rights; the impact of intellectual property litigation that could materially and adversely affect our business; our ability to manage working capital; and our dependence on key personnel. GBV is an early stage company with a short operating history; and it may not actually achieve its plans, projections, or expectations.

Important factors that could cause actual results to differ materially from GBV's expectations include, consumer sentiment towards GBV's products and blockchain technology generally, litigation, global economic climate, equipment failures, increase in operating costs, decrease in the price of digital assets, security threats including a loss/theft of GBV's digital assets, government regulations, loss of key employees and consultants, additional funding requirements, changes in laws, technology failures, competition, and failure of counter-parties to perform their contractual obligations.

Except as required by law, we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future event or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. Neither we nor any of our representatives make any representation or warranty, express or implied, as to the accuracy, sufficiency or completeness of the information in this presentation. Neither we nor any of our representatives shall have any liability whatsoever, under contract, tort, trust or otherwise, to you or any person resulting from the use of the information in this presentation by you or any of your representatives or for omissions from the information in this presentation.

Introduction

GLOBAL BIT VENTURES

Targeting Leadership in Ecosystem

Power and Secure the Blockchain by Operating Custom Hardware and Software

Blockchain Focused

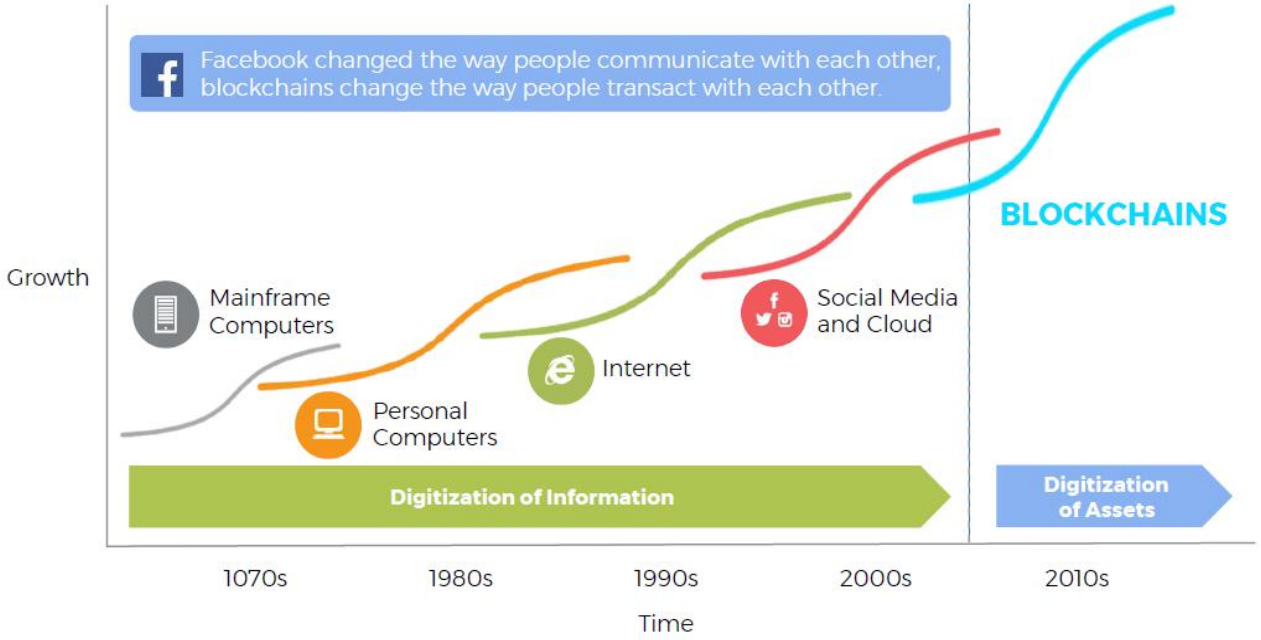
Transparent

Industry Overview

GLOBAL BIT VENTURES

Blockchains Ushering in a New Era of Technology

- The computer and internet age ushered in the **digitization and proliferation of information** on a global scale.
- Blockchains are ushering in an age of **asset digitization and transfer** without the need for trusted intermediaries (banks, exchanges, governments, etc.)



Blockchains Explained

Blockchains are decentralized digital ledgers that record and enable secure peer-to-peer transactions without third party intermediaries.

CURRENT TECHNOLOGY
(Centralized Systems)

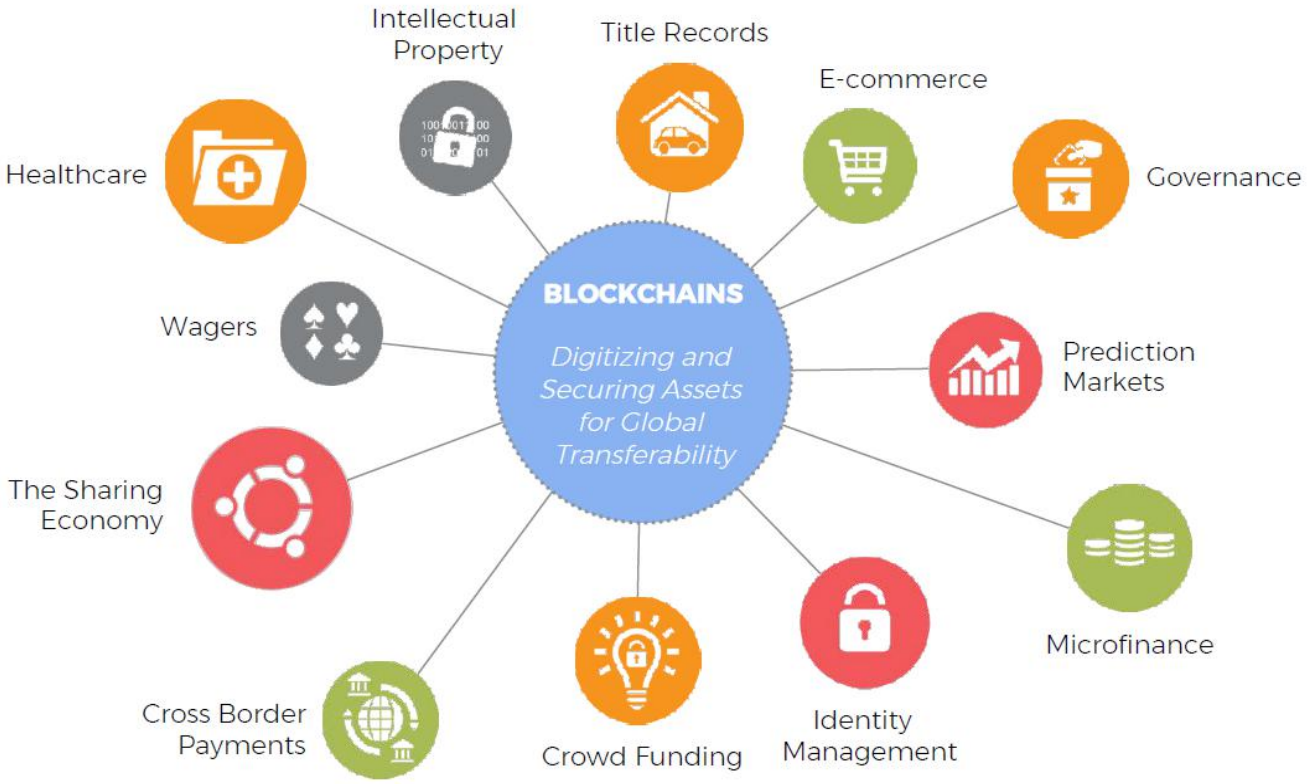
Trust / Consensus entrusted to third party intermediaries

BLOCKCHAINS
(Distributed Systems)

Trust / Consensus built into the Blockchain network and secured by cryptography

1. Refers to Bitcoin and Ethereum blockchains

Blockchain Uses



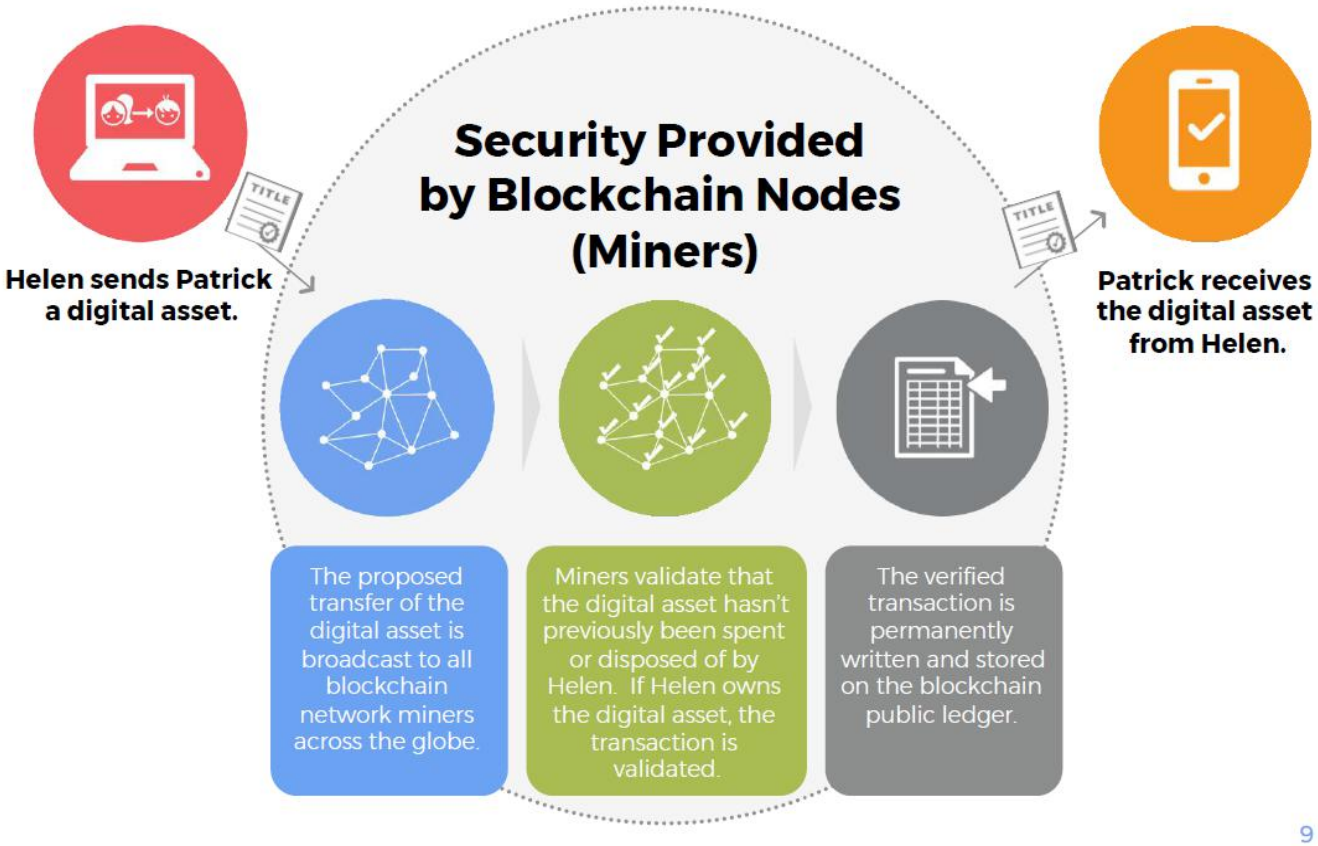
The Evolution of Money

In transitioning to our current monetary system, control of our assets has been yielded to trusted intermediaries that often fail.

Requires trusted 3rd party to facilitate trade and ownership	**No**	**No**	**Yes**	**Yes**	**No**
Secure (counterfeiting)	◔	◑	◑	◔	●
Scarce (Predictable Supply)	◔	◑	◔	◔	●
Not Sovereign (Government Issued)	●	●	○	○	●

Poor ○ ◔ ◑ ● Excellent

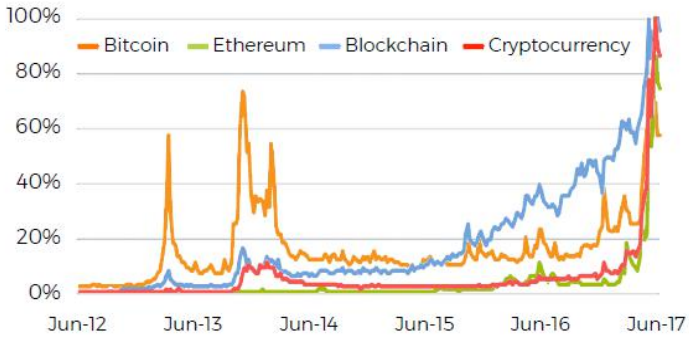
Securing Blockchain/Mining Explained



Growth & Adoption in Digital Asset Ecosystem

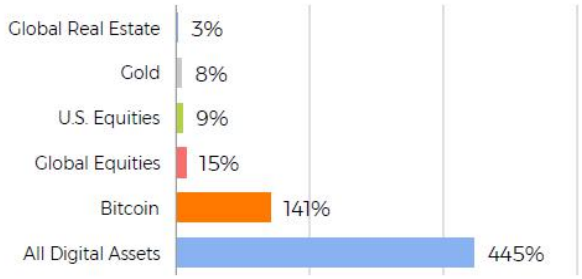
2017 Total Digital Assets Market Cap[1]

Global Google Search Trends[1]



Asset Market Cap Comparison[2]

2017 YTD Returns[1]



Sources: 1. CoinDesk's Q2 2017 State of Blockchain 2. U.S. Central Intelligence Agency, Yahoo Finance, CryptoCompare.com

Corporate Overview

GLOBAL BIT VENTURES

Overview

Global Bit Ventures Inc. ("GBV") intents to power and secure the blockchain by operating custom hardware and software which verify Blockchain transactions. GBV will be compensated in digital assets by the blockchain network for its efforts.

Current Operations / Competitive Advantages

CURRENT OPERATIONS

Location Secured and Build Out Underway

Mining to Commence Early Q4

Large Expansion Capacity Available

~$5m in Committed Capital

COMPETITIVE ADVANTAGES

Experienced Team and Technical Consultants

Stable Jurisdiction

Low Energy Cost

Relationship With Key Suppliers

Mining Facility Build Out

Initial infrastructure build out phase

Servers installation phase

Testing and Quality Assurance station

Sample of one completed row

2017 / 2018 Roadmap

Expand Operations

Increase Efficiency / Profitability

Become Industry Leader in Blockchain Ecosystem

Board of Directors

Jesse Sutton – *CEO and Director*

Jesse is a co-founder of Majesco Entertainment and has over 25 years experience in the interactive entertainment industry, publishing hundreds of games across all platforms and all genres. Most known for launching Zumba Fitness for consoles selling over 10 million units and driving Majesco to lead the industry in the interactive fitness category. Jesse has been involved in all areas of the video game business. He took over as CEO of Majesco in 2007 and ran the NASDAQ listed company until June 2017 when he acquired the company and took it private. Jesse advises and invests in early stage companies in the tech sector.

Charles Allen - *Director*

Charles is the CEO of BTCS Inc., an early mover in the blockchain and digital asset ecosystems. Charles is on the advisory board of GoCoin an international digital currency payments platform. He has extensive experience in the blockchain industry through investing in startups, mining digital assets, fundraising and acquisitions. Charles started his career as an engineer in the telecom industry and brings a balance of business and financial leadership and technical proficiency to the team. Charles received a B.S. in Mechanical Engineering from Lehigh University and a M.B.A. from the Mason School of Business at the College of William & Mary.

GLOBAL BIT VENTURES

We Power Blockchains

www.globalbitventures.com