

---

---

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

**FORM 8-K/A  
(Amendment No. 1)**

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

Date of Report (Date of earliest event reported): September 1, 2017

**Marathon Patent Group, Inc.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or Other Jurisdiction  
of Incorporation)

**001-36555**

(Commission  
File Number)

**01-0949984**

(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)

Copies to:

**Harvey Kesner, Esq.**

**Sichenzia Ross Ference Kesner LLP**

**1185 Avenue of the Americas, 37th Floor**

**New York, New York 10036**

**Phone: (212) 930-9700**

**Fax: (212) 930-9725**

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.

---

---

## EXPLANATORY NOTE

This Amendment No. 1 on Form 8-K/A (“Form 8-K/A”) amends the Current Report on Form 8-K filed by Marathon Patent Group, Inc., a Nevada corporation (the “Company”), with the Securities and Exchange Commission (“SEC”) on September 5, 2017 (the “Original Form 8-K”).

### Item 9.01. Financial Statements and Exhibits.

#### (b) Pro Forma Financial Information.

On September 1, 2017, the Company entered into a Share Purchase Agreement (the “Purchase Agreement”) whereby a wholly-owned subsidiary of the Company, Marathon Group, S.A. (“Marathon SA”), sold its shares of Munitech IP S.a.r.l. (“Munitech”) to GPat Technologies, LLC (“GPat”). Pursuant to the Purchase Agreement, Marathon SA transferred the shares to GPat and \$25,000 cash, in return for which, GPat acquired all the shares of Munitech, along with all assets and assumed all liabilities of Munitech. On September 5, 2017, the Company filed the Original Form 8-K disclosing the Purchase Agreement. This Form 8-K/A amends the Original Form 8-K to include pro forma financial information of the Company, filed as Exhibit 99.1 hereto, in accordance with Item 9.01 and in compliance with Regulation S-X (17 CFR 210.8-05) within seventy one calendar days after the date on which the initial report on Form 8-K was required to be filed. The Original Form 8-K is hereby amended to include the required pro forma financial information. Except as set forth in Item 9.01, no other changes are being made to the Original Form 8-K. The unaudited pro forma condensed combined consolidated financial statements reflect the operating results experienced by the Company prior to the disposition to GPat. Such statements should be read in conjunction with the historical financial statements of the Company.

The description of the Purchase Agreement found in this Form 8-K/A is not intended to be complete and is qualified in its entirety by reference to the Purchase Agreement incorporated by reference to Exhibit 10.6 to the Original Form 8-K.

#### (d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>Purchase Agreement between Marathon Group S.A. and GPat Technology, LLC dated September 1, 2017 (Incorporated by reference to Exhibit 10.6 to the registrant’s Current Report on Form 8-K, filed September 5, 2017).</u></a>
99.1	<a href="#"><u>The Unaudited Pro Forma Condensed Combine Balance Sheet of the Company as of June 30, 2017 and the Unaudited Pro Forma Condensed Combined Statements of Income of Registrant for the period ended September 30, 2014 and the year ended December 31, 2013.</u></a>

---

**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 14, 2017

By: /s/ Francis Knuettel II

Name: Francis Knuettel II

Title: Chief Financial Officer

---



Marathon Patent Group, Inc.  
Unaudited Pro Forma Condensed Combined Balance Sheet  
As of June 30, 2017

	MPG	Munitech IP S.a.r.l.	MPG Adjustments	MPG Pro Forma
<b>ASSETS</b>				
<b>Current assets:</b>				
Cash	1,095,721	13,039	(11,961) (1)	1,070,721
Accounts receivable - net of allowance for bad debt of \$387,976 for June 30, 2017	116,336	-	-	116,336
Bonds posted with courts	375,603	375,603	-	-
Note receivable	588,864	-	-	588,864
Prepaid expenses and other current assets, net of discounts of \$2,659 for June 30, 2017	-	-	14,464 (4)	-
	-	-	(14,464) (5)	-
	-	-	(2,694,322) (2)	-
	128,718	809	2,694,322 (3)	127,908
<b>Total current assets</b>	<b>2,305,242</b>	<b>389,452</b>	<b>(11,961)</b>	<b>1,903,829</b>
<b>Other assets:</b>				
Property and equipment, net of accumulated depreciation of \$128,718 for June 30, 2017	12,213	-	-	355
Intangible assets, net of accumulated amortization of \$12,691,608 for June 30, 2017	11,358,722	2,709,699	-	8,660,881
Other non current assets, net of discounts of \$0 for June 30, 2017	200,000	-	-	200,000
Goodwill	224,353	-	-	224,353
<b>Total other assets</b>	<b>11,795,288</b>	<b>2,709,699</b>	<b>-</b>	<b>9,085,589</b>
<b>Total Assets</b>	<b>14,100,530</b>	<b>3,099,151</b>	<b>(11,961)</b>	<b>10,989,418</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>				
<b>Current liabilities:</b>				
Accounts payable and accrued expenses	5,286,920	463,366	-	4,823,554
Clouding IP earn out - current portion	81,930	-	-	81,930
Other current liabilities	7,696	-	-	7,696
Notes payable, net of discounts of \$503,572 for June 30, 2017	5,622,173	750,000	-	4,872,173
<b>Total current assets</b>	<b>10,998,719</b>	<b>1,213,366</b>	<b>-</b>	<b>9,785,353</b>
<b>Long-term liabilities:</b>				
Notes Payable, net of discount of \$1,302,129 for June 30, 2017	11,499,723	-	-	11,499,723
Clouding IP earn out	1,386,203	-	-	1,386,203
Revenue share liability	1,225,000	-	-	1,225,000
Other long term liability	39,853	-	-	39,853
<b>Total long-term liabilities</b>	<b>14,150,779</b>	<b>-</b>	<b>-</b>	<b>14,150,779</b>
<b>Total liabilities</b>	<b>25,149,498</b>	<b>1,213,366</b>	<b>-</b>	<b>23,936,132</b>
<b>Stockholders' Equity:</b>				
Preferred stock Series B, \$.0001 par value, 50,000,000 shares authorized: 782,004 issued and outstanding at June 30, 2017	78	-	-	78
Common stock, \$.0001 par value; 200,000,000 shares authorized; 23,257,472 at June 30, 2017	2,326	-	-	2,326
Additional paid-in capital	53,950,993	-	-	53,950,993
Permanent capital-Munitech	-	14,464	14,464 (4)	-
Accumulated other comprehensive income (loss)	(933,245)	(6,965)	-	(926,280)
Accumulated income (deficit)			(14,464) (5)	
			(11,961) (1)	
			(2,694,322) (2)	
	(63,749,987)	1,878,287	2,694,322 (3)/(6)	(65,654,698)
<b>Total Marathon Patent Group stockholders' equity</b>	<b>(10,729,834)</b>	<b>1,885,785</b>	<b>(11,961)</b>	<b>(12,627,581)</b>
<b>Noncontrolling Interests</b>	<b>(319,134)</b>	<b>-</b>	<b>-</b>	<b>(319,134)</b>
<b>Total Equity</b>	<b>(11,048,968)</b>	<b>1,885,785</b>	<b>(11,961)</b>	<b>(12,946,714)</b>
<b>Total liabilities and stockholders' equity</b>	<b>14,100,530</b>	<b>3,099,151</b>	<b>(11,961)</b>	<b>10,989,418</b>

Marathon Patent Group, Inc.  
Unaudited Pro Forma Condensed Combined Statements of Operation  
For the period ended June 30, 2017

	MPG	Munitech IP S.a.r.l.	MPG Adjustments	MPG Pro Forma
Revenues	446,937	-	-	446,937
Expenses				
Cost of revenues	1,479,486	249,266	-	1,230,220
Amortization of patents and website	1,345,846	137,223	-	1,208,622
Compensation and related taxes	1,846,088	3,268	-	1,842,820
Consulting fees	56,801	5,000	-	51,801
Professional fees	1,070,830	10,336	-	1,060,494
General and administrative	386,286	13,400	-	372,885
Goodwill impairment	-	-	-	-
Patent impairment	-	-	-	-
Total operating expenses	<u>6,185,337</u>	<u>418,494</u>	<u>-</u>	<u>5,766,843</u>
Operating loss from continuing operations	(5,738,400)	(418,494)	-	(5,319,906)
Other income (expenses)				
Other income (expense)	912,411	2,694,330(5)	(11,961) (1) (14,464) (2) (2,694,322) (3)	(1,808,335)
Foreign exchange gain (loss)	17,050	126,884	-	(109,834)
Change in fair value adjustment of Clouding IP earn out	-	-	-	-
Warrant income (expense)	(4,907)	-	-	(4,907)
Interest income	1,862	-	-	1,862
Interest expense	(1,133,499)	-	-	(1,133,499)
Total other income (expenses)	<u>(207,083)</u>	<u>2,821,213</u>	<u>(2,720,746)</u>	<u>(3,054,713)</u>
Loss from continuing operations before benefit for income taxes	(5,945,483)	2,402,719	(2,720,746)	(8,374,619)
Income tax benefit (expense)	<u>(17,242)</u>	<u>-</u>	<u>- (4)</u>	<u>(17,242)</u>
Net income (loss)	(5,962,725)	2,402,719	(2,720,746)	(8,391,861)
Net (income) loss attributable to noncontrolling interests	<u>155,286</u>	<u>-</u>	<u>-</u>	<u>155,286</u>
Net income (loss) attributable to common shareholders	<u>(5,807,439)</u>	<u>2,402,719</u>	<u>(2,720,746)</u>	<u>(8,236,575)</u>
Loss per share	<u>(0.28)</u>			<u>(0.40)</u>
Weighted average common shares outstanding	<u>20,822,791</u>			<u>20,822,791</u>

Marathon Patent Group, Inc.  
Unaudited Pro Forma Condensed Combined Statements of Operation  
For the year ended December 31, 2016

	MPG	Munitech IP S.a.r.l.	MPG Pro Forma
Revenues	36,629,276	-	36,629,276
<b>Expenses</b>			
Cost of revenues	19,064,473	324,562	18,739,910
Amortization of patents and website	7,453,004	142,285	7,310,719
Compensation and related taxes	5,483,031	7,557	5,475,474
Consulting fees	1,279,092	-	1,279,092
Professional fees	1,797,922	12,435	1,785,487
General and administrative	840,179	6,577	833,602
Goodwill impairment	4,336,307	-	4,336,307
Patent impairment	11,958,882	-	11,958,882
Total operating expenses	52,212,890	493,417	51,719,472
Operating loss from continuing operations	(15,583,614)	(493,417)	(15,090,197)
<b>Other income (expenses)</b>			
Other income (expense)	(57,454)	-	(57,454)
Foreign exchange gain (loss)	(367,847)	(37,277)	(330,570)
Change in fair value adjustment of Clouding IP earn out	1,832,872	-	1,832,872
Interest income	4,353	-	4,353
Interest expense	(3,140,375)	-	(3,140,375)
Total other income (expenses)	(1,728,451)	(37,277)	(1,691,173)
Loss from continuing operations before benefit for income taxes	(17,312,065)	(530,695)	(16,781,370)
Income tax benefit (expense)	(11,516,807)	6,262	(11,523,069)
Net Income (loss)	(28,828,872)	(524,432)	(28,304,440)
Net (income) loss attributable to noncontrolling interests	163,848	-	163,848
Net income (loss) attributable to common shareholders	(28,665,024)	(524,432)	(28,140,592)
Loss per share	(1.89)		(1.85)
Weighted average common shares outstanding	15,178,056		15,178,056

Marathon Patent Group, Inc.  
Significant Notes and Assumptions to the Pro Forma Condensed Combined Financial Statements

Note 1 – Pro Forma Presentation Adjustments

The adjustments included in the column under the heading “Pro Forma Adjustments” in the unaudited pro forma condensed combined financial statements are as follows:

- (1) To record the total cash paid to GPat per the agreement, with the adjusting entry set forth to show decrease in Cash and in Accumulated Deficit and Other Income (Loss).
  - (2) To eliminate the book obligation from Munitech to the Company as debt forgiveness.
  - (3) To reverse the consolidating entry that eliminates the Marathon / Munitech intercompany balance.
  - (4) To reverse the consolidating entry that eliminates the Marathon investment in and Munitech equity.
  - (5) To write off the Company’s investment in Munitech, which is recorded as other income (loss).
  - (6) Munitech tax accrual retained by the Company.
-



