
**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): January 23, 2018

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)

11601 Wilshire Blvd., Ste. 500

Los Angeles, CA

(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.

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Agreement and Plan of Merger

As previously reported on the Current Report on Form 8-K filed by Marathon Patent Group, Inc. (the “Company”) with the Securities and Exchange Commission (the “Commission”) on November 2, 2017, the Company entered into an agreement and plan of merger dated November 1, 2017 (the “Merger Agreement”) whereby the Company shall acquire, through its wholly-owned subsidiary, Global Bit Acquisition Corp., a Nevada corporation (“GBAC”), 100% of the capital stock of Global Bit Ventures, Inc., a Nevada corporation (“GBV,” and collectively with the Company and GBAC, the “Parties”), which is a digital asset technology company that mines cryptocurrencies (the “Acquisition”). All capitalized terms otherwise not defined herein shall have the meanings set forth in the Merger Agreement.

On January 23, 2018, the Parties entered into the Amendment No. 1 to Agreement and Plan of Merger (the “Amendment”), which amends certain terms, among others, in the Merger Agreement, as follows: (i) the shareholders of GBV shall have entered into lock-up agreements in form and substance satisfactory to the Company; (ii) all references to the Company’s Series E Convertible Preferred Stock shall mean the Company’s Series E-1 Convertible Preferred Stock, par value \$0.0001 per share; and (iii) the Outside Closing Date shall be extended from February 28, 2018, to March 15, 2018, subject to consecutive 14-day extensions upon mutual written consent of the Parties, but no later than April 30, 2018, subject to a mutual agreement by and among the Parties.

The closing of the Acquisition is subject to certain closing conditions including the approval of the Merger Agreement by the Company’s shareholders at a special meeting of the shareholders to be held at a time and date to be determined upon filing of the definitive proxy statement.

The foregoing description of the terms of the Merger Agreement set forth in this Item 1.01 is not complete and is qualified in its entirety by reference to the full text of the Merger Agreement by and among the Company, GBAC and GBV, which Merger Agreement was previously filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K, filed with the Commission on November 2, 2017. The foregoing description of the terms of the Amendment set forth in this Item 1.01 is not complete and is qualified in its entirety by reference to the full text of the Amendment by and among the Company, GBAC and GBV, which Amendment is filed as Exhibit 10.2 hereto.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

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

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Agreement and Plan of Merger, dated November 1, 2017 (incorporated by reference to Exhibit 10.1 to the Company’s Form 8-K filed with the Commission on November 2, 2017).</u>
10.2	<u>Amendment No. 1 to Agreement and Plan of Merger, dated January 23, 2018.</u>

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: January 25, 2018

By: /s/ Francis Knuettel, II

Name: Francis Knuettel, II

Title: Chief Financial Officer

AMENDMENT NO. 1

TO

AGREEMENT AND PLAN OF MERGER

This Amendment No. 1 to the Agreement And Plan Of Merger ("Amendment"), dated January 23, 2018, is by and between Marathon Patent Group Inc., a Nevada corporation with an address 11100 Santa Monica Blvd., Ste. 380, Los Angeles, California 90025 (the "Company"), Global Bit Acquisition Corp. ("GBAC") and Global Bit Ventures, Inc., a Nevada Corporation ("GBV").

WHEREAS, the parties entered into an Agreement and Plan of Merger on November 1, 2017 (the "Merger Agreement"); and

WHEREAS, the parties wish to amend the Merger Agreement as set forth below, with the understanding that all other provisions of the Merger Agreement shall remain unchanged;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Section 2.04 (b) of the Merger Agreement shall be amended in its entirety to read as follows:

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 Acquisition Shares. The total number of Parent Common Shares on a fully diluted basis that the Company Shareholders shall receive which constitutes the Acquisition Shares, including upon conversion of the Parent's Series C Preferred Stock is 126,674,557 which includes the Parent's Common Shares underlying the Parent's Series C Preferred Stock that the Company Shareholders who would own more than 2.49% of the Parent Common Shares have the right to receive in lieu of Parent Common Shares. 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.

2. Section 2.04 shall also be amended to eliminate the last sentence of Section 2.04 of the MERGER Agreement which read:

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, subject to Section 5 below.

3. Section 6.01 is hereby amended to add 6.01 (1) which shall read:

6.02(I) The Company Shareholders shall have entered into lock up agreements in form and substance satisfactory to Parent.

4. All references to Parent's Series E Preferred Stock shall mean Series E-1 Preferred Stock, par value \$0.0001 per share.
5. Notwithstanding any language to the contrary in Section 6.02, the sale by Parent of up to 2,354,546 shares pursuant to its shelf registration statement on Form S-3 has been agreed to and does not result in any adjustment to the Acquisition Shares being issued to the Company Shareholders.
6. Section 7.01 shall be amended to provide that the February 28, 2018 date is extended to March 15, 2018 and shall be subject to consecutive 14 day extensions with written mutual consent, not to be extended past April 30, 2018, subject to a mutual agreement to further extension.
7. Section 8.01 is hereby amended to state that a copy of the notice to Parent shall be sent to Sichenzia Ross Ference Kesner LLP, with the rest of information staying the same. Notices to Global Bit Ventures, Inc. shall be sent to:

Global Bit Ventures, Inc.
2 Burlington Woods Dr., Ste. 100
Burlington, MA 01803
Attn: Charles Allen

8. The terms and conditions of all other sections of the Merger Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of January 23, 2018.

[Signature Page Follows]

[Signature Page to Amendment No. 1 to Agreement and Plan of Merger]

MARATHON PATENT GROUP, INC.

By: /s/ Merrick D. Okamoto

Name: Merrick D. Okamoto

Title: Interim Chief Executive Officer

GLOBAL BIT ACQUISITION CORP.

By: /s/ Merrick D. Okamoto

Name: Merrick D. Okamoto

Title: Chief Executive Officer

GLOBAL BIT VENTURES, INC.

By: /s/ Charles W. Allen

Name: Charles W. Allen

Title: Chief Executive Officer
