

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): March 8, 2013

MARATHON PATENT GROUP, INC.

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or other jurisdiction
of incorporation)

000-54652

(Commission File Number)

01-0949984

(IRS Employer Identification No.)

2331 Mill Road, Suite 100
Alexandria, VA

(Address of principal executive offices)

22314

(Zip Code)

Registrant's telephone number, including area code: (703) 626-4984

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

Copies to:

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

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

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS.

Resignation of Directors

On March 8, 2013, Mr. Joshua Bleak and Mr. David Rector tendered, and the Board of Directors (the “Board”) of Marathon Patent Group, Inc. (the “Company”) accepted their resignations as members of the Board. Mr. Bleak and Mr. Rector resigned for personal reasons and did not resign because of any disagreement with management or on any matter relating to the Company’s operations, policies or practices.

Appointment of New Directors

On March 8, 2013, the Board appointed Mr. Craig Nard and Mr. William Rosellini to fill the vacancies created by the resignation of Mr. Bleak and Mr. Rector. The Board has determined that Dr. William M. Rosellini and Mr. Craig A Nard qualify as independent directors under the rules of the NASDAQ Stock Market LLC.

Craig Nard

Mr. Nard, 47, is the Tom J.E. and Bette Lou Walker Professor of Law and Director of the Center for Law, Technology & the Arts and the FUSION program at Case Western Reserve University since 2005. He is also a Senior Lecturer at the World Intellectual Property Organization Academy in Torino, Italy. Mr. Nard is frequently asked to serve as an expert witness and consultant in patent litigation and is widely published in the area of patent law, with scholarly articles appearing in many of the most prominent law journals. He is also the author of a leading patent law casebook, *The Law of Patents*, and a co-author of *The Law of Intellectual Property*. Prior to entering the legal academy, Mr. Nard clerked for the Honorable Giles S. Rich and Helen W. Nies of the United States Court of Appeals for the Federal Circuit in Washington, D.C. and, before that, was a patent litigator in Dallas, Texas. He is a member of the Texas bar, and is licensed to practice before the United States Patent & Trademark Office. The Board has determined that Mr. Nard’s academic experience in intellectual property law makes him a valuable member of the Board.

Pursuant to the Independent Director Agreement between the Company and Mr. Nard dated March 8, 2013 (“Nard Agreement”), Mr. Nard shall be granted five (5) year stock options to purchase an aggregate of one hundred thousand (100,000) shares of the Company’s common stock, with a strike price based on the closing price of the Company’s common stock on March 8, 2013 as reported by the OTC Bulletin Board. The options shall vest as follows: 33% the first anniversary hereof; 33% on the second anniversary and 34% on the third anniversary, and shall be subject to the Company’s stock plan as in effect from time to time, including any clawback and termination provisions therein. The option agreements shall provide for cashless exercise features. The Nard Agreement shall be terminated upon resignation or removal of Mr. Nard as a member of the Board.

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

Except for the aforementioned Nard Agreement, there has not been any transaction or currently proposed transaction, in which the Company was or is to be a participant and the amount involved exceeds \$120,000, and in which Mr. Nard had or will have a direct or indirect material interest since the beginning of the Company’s last fiscal year.

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

William Rosellini

William Rosellini, 33, is Founder and Chairman of Microtransponder Inc. and Rosellini Scientific, LLC. Dr. Rosellini previously served as the founding CEO of Microtransponder from 2006 to 2012 and Lexington Technology Group in 2012. During his tenures as CEO he has raised nearly \$30M in venture funding and \$10M in NIH grants. Dr. Rosellini has been named a MTBC Tech Titan and a GSEA Entrepreneur of the Year and has testified to Congress on the importance of non-dilutive funding for inventors and researchers. Dr. Rosellini holds a BA in economics from the University of Dallas, a JD from Hofstra Law, an MBA and MS of Accounting from the University of Texas, a MS of Computational Biology from Rutgers, a MS of Regulatory Science from USC and a MS of Neuroscience from University of Texas. Previously, Dr. Rosellini was a right handed pitcher who played in Arizona Diamondbacks system. The Board has determined that Dr. Rosellini's medical technology expertise and industry knowledge and experience will make him a valuable member of the Board.

Pursuant to the Independent Director Agreement between the Company and Mr. Rosellini dated March 8, 2013 ("Rosellini Agreement"), Mr. Rosellini shall be granted five (5) year stock options to purchase an aggregate of one hundred thousand (100,000) shares of the Company's common stock, with a strike price based on the closing price of the Company's common stock on March 8, 2013 as reported by the OTC Bulletin Board. The options shall vest as follows: 33% the first anniversary hereof; 33% on the second anniversary and 34% on the third anniversary, and shall be subject to the Company's stock plan as in effect from time to time, including any clawback and termination provisions therein. The option agreements shall provide for cashless exercise features. The Rosellini Agreement shall be terminated upon resignation or removal of Mr. Rosellini as a member of the Board.

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

Except for the aforementioned Rosellini Agreement, there has not been any transaction or currently proposed transaction, in which the Company was or is to be a participant and the amount involved exceeds \$120,000, and in which Mr. Rosellini had or will have a direct or indirect material interest since the beginning of the Company's last fiscal year.

The forgoing description of the principal terms of the Rosellini Agreement is a general description only, does not purport to be complete, and is qualified in its entirety by reference to the terms of the Rosellini Agreement attached hereto as Exhibit 10.2, which is incorporated herein by this reference.

ITEM 8.01 OTHER EVENTS.

On March 11, 2013, the Company issued a press release. The press release is attached hereto as Exhibit 99.1.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits.

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

Exhibit No.	Description
10.1	Independent Director Agreement between the Company and Craig Nard dated March 8, 2013
10.2	Independent Director Agreement between the Company and William Rosellini dated March 8, 2013
99.1	Text of Press Release issued by the Company on March 11, 2013

SIGNATURES

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

Date: March 11, 2013

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall

Name: Doug Croxall

Title: Chief Executive Officer

INDEPENDENT DIRECTOR AGREEMENT

INDEPENDENT DIRECTOR AGREEMENT (this "*Agreement*") made as of the 11th day of March 2013 by and between Marathon Patent Group, Inc., a Nevada corporation (the "*Company*") and Craig Nard ("*Nominee*").

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

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

NOW, THEREFORE, the parties agree as follows:

1. Service to the Board.

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

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

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

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

	Member	Chairperson
Audit Committee	----	----
Compensation/Nominating Committee	----	----
Corporate Governance Committee	----	----

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall
Name: Doug Croxall
Title: Chief Executive Officer

NOMINEE:

/s/ Craig Nard
Name: Craig Nard
Address:

SS# _____
Place of Birth: _____

INDEPENDENT DIRECTOR AGREEMENT

INDEPENDENT DIRECTOR AGREEMENT (this "*Agreement*") made as of the 11th day of March 2013 by and between Marathon Patent Group, Inc., a Nevada corporation (the "*Company*") and Will Rosellini ("*Nominee*").

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

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

NOW, THEREFORE, the parties agree as follows:

1. Service to the Board.

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

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

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

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

	Member	Chairperson
Audit Committee	----	----
Compensation/Nominating Committee	----	----
Corporate Governance Committee	----	----

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

2. Compensation and Expenses.

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

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

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

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

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

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

[Signature Page Follows]

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

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall
Name: Doug Croxall
Title: Chief Executive Officer

NOMINEE:

/s/ Will Rosellini
Name: Will Rosellini
Address:

SS# _____
Place of Birth: _____



Marathon Patent Group Announces the Appointment of Craig Nard and Will Rosellini to Board of Directors

Alexandria, VA - March 11, 2013- Marathon Patent Group, Inc. (OTCBB: MARA), an Intellectual Property services and monetization company, announced today that it has named Craig Nard and Will Rosellini to its board of directors. The company has determined both qualify as independent directors under Nasdaq and SEC rules.

Mr. Nard is the Tom J.E. and Bette Lou Walker Professor of Law and Director of the Center for Law, Technology & the Arts and the FUSION program at Case Western Reserve University. He is also a Senior Lecturer at the World Intellectual Property Organization Academy in Torino, Italy. Mr. Nard frequently serves as an expert witness and consultant in patent litigation and widely published in the area of patent law, with scholarly articles appearing in notable law journals.

Mr. Nard is also the author of a leading patent law casebook, *The Law of Patents*, and a co-author of *The Law of Intellectual Property*. Prior to entering the legal academy, Mr. Nard clerked for the Honorable Giles S. Rich and Helen W. Nies of the United States Court of Appeals for the Federal Circuit in Washington, D.C. and, before that was a patent litigator in Dallas, Texas. He is a member of the Texas bar, and is licensed to practice before the United States Patent & Trademark Office.

"I am delighted to serve on the board of directors of Marathon Patent Group, and look forward to working with an extraordinarily talented group of IP strategists, research analysts, and inventors," stated Nard.

Mr. Rosellini currently serves as the Executive Chairman of Rosellini Scientific, LLC, a leading global provider of rehabilitation medical devices and services, with a broad range of products used for rehabilitation, pain management and physical therapy in alternative care settings. Rosellini Scientific has a broad research and development program focused on utilizing electricity to improve nervous system health. He previously served as the founding CEO of Microtransponder and Lexington Technology Group. During his tenures as CEO, he has raised nearly \$30M in venture funding and \$10M in NIH grants. He has been named a MTBC Tech Titan and a GSEA Entrepreneur of the Year and has testified to Congress on the importance of non-dilutive funding for inventors and researchers.

Mr. Rosellini holds a BA in economics from the University of Dallas, a JD from Hofstra Law, an MBA and MS of Accounting from the University of Texas, a MS of Computational Biology from Rutgers, a MS of Regulatory Science from USC and a MS of Neuroscience from University of Texas. Previously, he was a right-handed pitcher who played in the Arizona Diamondbacks system.

“We have made great strides towards building an industry-leading team of IP experts,” said Doug Croxall, Chief Executive Officer of Marathon Patent Group. “Members of the Marathon team now include accomplished inventors, lawyers, IP strategists as well as engineers and research specialists. We recently launched our IP Research and Services Center and announced our partnership with IP Navigation, the leader in full-service patent monetization. Today we are pleased to announce the further strengthening of our team with the appointment of Craig Nard and Will Rosellini to our board of directors. I look forward to leveraging their considerable expertise towards the creation of long term shareholder value”.

About Marathon Patent Group

Marathon Patent Group (MPG) is an intellectual property services and monetization company that serves a wide range of patent holders and technologies from Fortune 500 to independent inventors. MPG provides clients advice and services that enable them to realize financial and strategic return on their IP rights. MPG serves clients through two complimentary business units: the IP Research & Services Center, which helps to identify and manage patents, and the IP Licensing and Enforcement Group, which acquires IP assets, partners with patent holders, and monetizes patent portfolios through actively managed patent licensing campaigns. MPG is based in Alexandria, Virginia.

www.marathonpg.com

Forward Looking Statements

Certain statements in this press release constitute "forward-looking statements" within the meaning of the federal securities laws. Words such as "may," "might," "will," "should," "believe," "expect," "anticipate," "estimate," "continue," "predict," "forecast," "project," "plan," "intend" or similar expressions, or statements regarding intent, belief, or current expectations, are forward-looking statements. While the Company believes these forward-looking statements are reasonable, undue reliance should not be placed on any such forward-looking statements, which are based on information available to us on the date of this release. These forward looking statements are based upon current estimates and assumptions and are subject to various risks and uncertainties, including without limitation those set forth in the Company's filings with the Securities and Exchange Commission (the "SEC"), not limited to Risk Factors relating to its patent business contained therein. Thus, actual results could be materially different. The Company expressly disclaims any obligation to update or alter statements whether as a result of new information, future events or otherwise, except as required by law.

Marathon Patent Group

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