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): April 22, 2013

MARATHON PATENT GROUP, INC.
(Exact Name of Registrant as Specified in Charter)

Nevada	000-54652	01-0949984
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2331 Mill Road, Suite 100 Alexandria, VA		22314
(Address of principal executive offices)		(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.
Sichenzia Ross Friedman Ference LLP
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))

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

On April 22, 2013, Cyberfone Acquisition Corp. ("Acquisition Corp."), a Texas corporation and newly formed wholly owned subsidiary of Marathon Patent Group, Inc. (the "Company") entered into a merger agreement (the "Agreement") with Cyberfone Systems LLC, a Texas limited liability company ("Cyberfone Systems"), TechDev Holdings LLC ("TechDev") and The Spangenberg Family Foundation for the Benefit of Children's Healthcare and Education ("Spangenberg Foundation"). TechDev and Spangenberg Foundation owned 100% of the membership interests of Cyberfone Systems (collectively, the 'Cyberfone Sellers").

Cyberfone Systems owns a foundational patent portfolio that includes claims that provide specific transactional data processing, telecommunications, network and database inventions, including financial transactions. The portfolio, which has a large and established licensing base, consists of ten United States patents and 27 foreign patents and one patent pending. The patent rights that cover digital communications and data transaction processing are foundational to certain applications in the wireless, telecommunications, financial and other industries. IPNavigation Group LLC ("IP Nav"), a Company founded by Erich Spangenberg and associated with the Cyberfone Sellers will continue to support and manage the portfolio of patents and retain a contingent participation interest in all recoveries. IP Nav provides patent monetization and support services under an existing agreement with Cyberfone Systems.

Pursuant to the terms of the Merger Agreement, Cyberfone Systems merged with and into Acquisition Corp with Cyberfone Systems surviving the merger as the wholly owned subsidiary of the Company (the "Merger"). The Company (i) issued 6,000,000 shares of common stock to the Cyberfone Sellers (the "Merger Shares"), (ii) paid the Cyberfone Sellers $500,000 cash and (iii) issued a $500,000 promissory note to TechDev (the "Note"). The Note is non-interest bearing and becomes due June 22, 2013, subject to acceleration in the event of default. The Company may prepay the Note at any time without premium or penalty.

In addition to the payments described above, within 30 days following the end of each calendar quarter (commencing with the first full calendar quarter following the calendar quarter in which Cyberfone Systems recovers $4 million from licensing or enforcement activities related to the patents), Cyberfone Systems will be required to pay out a certain percentage of such recoveries.

In connection with the Merger and pursuant to a license agreement (the "License Agreement"), Cyberfone Systems granted the Cyberfone Sellers a non-exclusive license-back to the patents owned by Cyberfone Systems and the inventors retain commercialization rights previously granted by Cyberfone Systems or its predecessors.

The Company entered into a registration rights agreement (the "Registration Rights Agreement") pursuant to which the Company has agreed to file a "resale" registration statement with the Securities and Exchange Commission ("SEC") covering the resale of the Merger Shares within 90 days of the closing of the Merger (the "Filing Date"). The Company has agreed to maintain the effectiveness of the registration statement from the effective date until all securities have been sold or are otherwise able to be sold pursuant to Rule 144. The Company has agreed to use its reasonable best efforts to have the registration statement declared effective within 180 days of the earlier of the date that such registration statement is filed with the SEC and the Filing Date ("the Effectiveness Date"). The Company is obligated to pay 1% per month, up to a maximum of 6%, of the Cyberfone Sellers' investment value, payable in cash, for every thirty (30) day period (i) following the Filing Date that the registration statement has not been filed and (ii) following the Effectiveness Date that the registration statement has not been declared effective; provided, however, that the Company shall not be obligated to pay any such liquidated damages if the Company is unable to fulfill its registration obligations as a result of rules, regulations, positions or releases issued or actions taken by the SEC pursuant to its authority with respect to Rule 415, provided the Company registers at such time the maximum number of shares of common stock permissible upon consultation with the staff of the SEC.

The above description of the transactions and agreements discussed herein does not purport to be complete and is qualified in its entirety by the Merger Agreement, the Form of Promissory Note, the License Agreement and the Registration Rights Agreement, attached as Exhibits 10.1, 10.2, 10.3 and 10.4 respectively, to this Current Report on Form 8-K.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) *Financial Statements of Businesses Acquired*. In accordance with Item 9.01(a), (i) audited financial statements for the prior two fiscal years and (ii) unaudited financial statements for the three-month interim period ended March 31, 2013 will be filed within 71 days of the filing of this Current Report.

(b) *Pro Forma Financial Information*. In accordance with Item 9.01(b), our pro forma financial statements will be filed within 71 days of the filing of this Current Report.

(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	Merger Agreement dated as of April 22, 2013
10.2	Form of Promissory Note
10.3	Form of Registration Rights Agreement
10.4	License Agreement
99.1	Press Release dated April 22, 2013
99.2	Press Release dated April 24, 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: April 26, 2013

MARATHON PATENT GROUP, INC.

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

Merger Agreement

This Merger Sale Agreement (this "**Agreement**"), is made as of April 22, 2013 (the "**Effective Date**"), by and between **Cyberfone Systems, LLC**, a Texas limited liability company, of 719 W. Front Street, Suite 242, Tyler, TX 75702 (the "**Company**"), **TechDev Holdings, LLC**, a Texas limited liability company, of 719 W. Front Street, Suite 242, Tyler, TX 75702 ("**TechDev**") and **The Spangenberg Family Foundation for the Benefit of Children's Healthcare and Education**, a 501(c)(3) charitable organization organized under the laws of Texas ("**SFF**"; TechDev and SFF are collectively referred to as the "**Sellers**" and individually as a "**Seller**"); **Marathon Patent Group, Inc.**, a Nevada corporation of 2331 Mill Road, Suite 100, Alexandria, VA 22314 ("**Marathon**"); and **Cyberfone Acquisition Corporation**, a Texas corporation and a wholly-owned subsidiary of Marathon, of 2331 Mill Road, Suite 100, Alexandria, VA 22314 (the "**Purchaser**"). All the parties to this Agreement shall be referred to collectively herein as the "**Parties**" and separately as a "**Party**".

W i t n e s s e t h:

WHEREAS, Company owns and operates a business engaged in the licensing and protection of certain intellectual property consisting of the Patent Rights and the Patents described on Schedule 1.6 annexed hereto (the "**Business**"); and

WHEREAS, Sellers own 100% of the limited liability membership interests of the Company (the "**Interests**") and Purchaser is a wholly-owned subsidiary of Marathon; and

WHEREAS, Marathon and the Purchaser wish to acquire by way of the Merger (as defined below) Sellers' entire interest in the Company, following which (i) the Company will be the successor of Purchaser and (ii) Marathon will become the sole interest holder of the Company, all according to the provisions set forth herein below;

WHEREAS, upon the terms and subject to the conditions hereof, and in accordance with the Texas Business Corporation Act, at Closing (as defined herein), the Purchaser shall be merged with and into the Company and the separate existence of the Purchaser shall thereupon cease (the "**Merger**") and the Company, as the corporation surviving the Merger shall, by virtue of the Merger, continue its corporate existence under the laws of the State of Texas, with Marathon owing 100% of the Interests of the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereto hereby agree as follows:

1. Definitions

1.1. **"Affiliate"** means, with respect to a Party, any Person in any country that directly or indirectly Controls, is Controlled by or is under common Control with such Party. For the purposes of this Agreement, the term "Control" of a Person means ownership, of record or beneficially, directly or through other Persons, of fifty percent (50%) or more of the voting equity of such Person or, in the case of a non-corporate Person, equivalent interests.

1.2. "**Collateral Agreements**" means all such concurrent or subsequent agreements, documents and instruments, as amended, supplemented, or otherwise modified in accordance with the terms hereof or thereof, including without limitation, the Registration Rights Agreement, the License Agreement and the Note.

1.3. **"Entity"** means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, Governmental Body (as defined below) or any other legal entity.

1.4. "**Governmental Body**" means any (i) U.S. Federal, state, county, municipal, city, town village, district, or other jurisdiction or government of any nature; (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or other entity and any court or other tribunal); or (iii) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

1.5. "**Intellectual Property**" means all domestic or foreign rights in, to and concerning the Company's: (i) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, trade dress, logos, symbols, trade names, assumed names, fictitious names, corporate names and other indications or indicia of origin, including translations, adaptations, derivations, modifications, combinations and renewals thereof; (ii) published and unpublished works of authorship, whether copyrightable or not (including databases and other compilations of data or information), copyrights therein and thereto, moral rights, and rights equivalent thereto, including but not limited to, the rights of attribution, assignation and integrity; (iii) trade secrets, confidential and/or proprietary information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, schematics, designs, discoveries, drawings, prototypes, specifications, hardware configurations, customer and supplier lists, financial information, pricing and cost information, financial projections, and business and marketing methods plans and proposals), collectively "**Trade Secrets**"; (iv) computer software, including programs, applications, source and object code, data bases, data, models, algorithms, flowcharts, tables and documentation related to the foregoing; (v) other similar tangible or intangible intellectual property or proprietary rights, information and technology and copies and tangible embodiments thereof (in whatever form or medium); (vi) all applications to register, registrations, restorations, reversions and renewals or extensions of the foregoing; (vii) internet domain names; and (viii) all the goodwill associated with each of the foregoing and symbolized thereby; and (ix) all other intellectual property or proprietary rights and claims or causes of action arising out of or related to any infringement, misappropriation or other violation of any of the foregoing, including rights to recover for past, present and future violations thereof.

1.6. **"Lien"** means any mortgage, pledge, security interest, encumbrance, lien, charge or debt of any kind, any trust, any filing or agreement to grant, deposit or file a pledge or financing statement as debtor under applicable law, any subordination arrangement in favor of any Person, or any other Third Party right.

1.7. **"Patents"** means the patents and patent applications listed on **Schedule 1.7** hereto, all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, supplementary protection certificates and term restoration, provisional applications and divisions of such patents, and any patents or patent applications which correspond to or claim priority to any of the foregoing, and all foreign counterparts of the foregoing, owned by the Company, whether or not listed on Schedule 1.7.

1.8. **"Patent Rights"** means all right, title and interest in the Patents and all rights to (a) engage in any causes of action (whether currently pending, filed, or otherwise), Proceedings and other enforcement rights under the Patents including, without limitation, all rights to sue, to countersue and to pursue damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and (b) all rights to agreements or understandings with respect to settlements, licenses, royalties and the like and the right to enforce, recover and collect settlement arrangements, license payments (including lump sum payments), royalties and other payments due now or hereafter due or payable with respect thereto and to the matters described in Section 1.8(a), under or on account of any of the Patents and any Proceeding with respect to any of the foregoing; and (c) any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege, in respect of the items described in the foregoing clauses (a) and (b).

1.9. **"Person"** means any individual or Entity.

1.10. "**Proceeding**" means any claim, suit, litigation, arbitration, mediation, hearing, audit, charge, inquiry, investigation, governmental investigation, regulatory proceeding or other proceeding or action of any nature (whether civil, criminal, legislative, administrative, regulatory, prosecutorial, investigative, or informal) commenced, brought, conducted, or known to be threatened, or heard by or before, or otherwise involving, any Governmental Body, arbitrator or mediator or similar person or body.

1.11. **"Third Party"** means any Person other than a Party or its Affiliates.

2. Sale and Purchase of Interests

Subject to the terms and conditions hereof, at the Closing, Sellers shall sell, assign, transfer, convey and deliver to Purchaser the Interests and the Purchaser shall purchase and accept the assignment, transfer conveyance and delivery of the Interests from the Sellers, free and clear from any and all Liens, and Company shall at the Closing own only the Patent Rights, subject to the Company Agreements and the Pre-Existing Licenses (as such terms are defined below). Sellers shall take or cause to be taken all actions reasonably necessary to receive all required consents from third parties to the purchase of the Interests, if any, including, without limitation, under the Patent Rights. Until such consents shall have been obtained Purchaser shall not be obligated to assume, and the Sellers shall not be obligated to assign the Interests if failure to obtain such consents at Closing will have a material adverse effect on the Patent Rights or the intent or purposes of this Agreement.

3. Closing of Sale and Purchase of Interests; Covenants of Purchaser

3.1. Closing. The sale, assignment, transfer and delivery of the Interests by the Sellers and the purchase thereof by the Purchaser, shall take place at a closing, to be held remotely via the exchange of documents and signatures immediately following the execution of this Agreement (the "**Closing**" and the "**Closing Date**," respectively).

3.2. Transactions at Closing. At the Closing, the following transactions shall occur, which transactions shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all required documents delivered:

3.2.1. The Sellers shall each duly execute an interest assignment deed in the form attached hereto as **Schedule 3.2.1A** and **Schedule 3.2.1B** (the "**Transfer Deeds**") and shall deliver their respective Transfer Deed to the Purchaser; and the Purchaser will countersign the Transfer Deeds and deliver the same to the Sellers. Upon Closing, the Transfer Deeds shall be filed with the Company, who shall then issue to the Purchaser a validly executed certificate evidencing the Interests purchased by the Purchaser. At Closing, the Company shall appoint Doug Croxall as sole manager of Company ("**Manager**") and all management of the Company with any authority over the Business shall be terminated and thereafter Manager shall have sole and exclusive authority over the Business and the Patent Rights. Immediately following Closing, the Company shall file with the Texas Secretary of State a merger certificate and any other documents as may be required under applicable law in connection with the Merger.

3.2.2. Each of Purchaser and Marathon shall deliver to the Sellers copies of resolutions of its respective Board of Directors in the form attached hereto as **Schedule 3.2.2**, approving, *inter alia,* the transactions contemplated hereunder and the issuance of the Shares (as defined below) by Marathon to Seller.

3.2.3. Purchaser shall deliver to the Sellers copies of resolutions of its shareholders in the form attached hereto as **Schedule 3.2.3**, approving, inter alia, the transactions contemplated hereunder, including for the avoidance of doubt, the Merger.

3.2.4. Marathon shall deliver to each of the Sellers a validly executed share certificate for the Shares (as defined below) issuable in the name of the Sellers in such amounts as shall be directed by Sellers not less than 48 hours prior to Closing.

3.2.5. Each of Purchaser and Marathon shall deliver to Sellers evidence that each Required Approval (as defined below) has been obtained.

3.2.6. Sellers, the Company, Marathon and Purchaser shall have entered into the Common Interest Agreement, in the form attached hereto as **Schedule 3.2.6**.

3.2.7. Sellers and Marathon shall have entered into a Registration Rights Agreement with respect to the Shares, in the form attached hereto as **Schedule 3.2.7**.

3.2.8. Reserved.

3.2.9. Purchaser shall deliver to Sellers the Promissory Note in connection with the Second Cash Payment (as defined below), in the form attached hereto as **Schedule 3.2.9**.

3.3. Conditions to Closing. The obligations of each Party to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing of the following conditions, any of which may be waived in writing by the Party entitled to the benefit thereof, in whole or in part, to the extent permitted by the applicable law:

3.3.1. No temporary restraining order, preliminary or permanent injunction or other order (whether temporary, preliminary or permanent) issued by any court of competent jurisdiction, or other legal restraint or prohibition shall be in effect which prevents the consummation of the transactions contemplated herein, nor shall any proceeding brought by any Governmental Body seeking any of the foregoing be pending, and there shall not be any action taken, or any law, regulation or order enacted, entered, enforced or deemed applicable to the transactions contemplated herein illegal.

3.3.2. The representations and warranties of the Seller, the Company and the Purchaser contained herein shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as if made on and as of the Closing Date, except for those (i) representations and warranties that are qualified by materiality, which representations and warranties shall be true and correct in all respects and (ii) representations and warranties which address matters only as of a particular date, which representations and warranties shall be true and correct on and as of such particular date.

3.3.3. Each Party shall have performed or complied in all material respects with all agreements and covenants required by this Agreement and the Collateral Agreements ancillary hereto (collectively, the "**Transaction Documents**") to be performed or complied with by it on or prior to the Closing Date, including for the avoidance of doubt, the payment of the First Cash Payment (as defined below).

3.3.4. Each Party shall have received evidence, in form and substance reasonably satisfactory to it, that any and all approvals of Governmental Bodies and other Third Parties described in this Agreement or otherwise not described but required to have been obtained by a Party to consummate the transactions under the Transaction Documents have been obtained (each a "**Required Approval**").

3.3.5. From and after the Effective Date, there shall not have occurred any event or occurrence and no circumstance shall exist which, alone or together with any one or more other events, occurrences or circumstances has had, is having or could reasonably be expected to result in a material adverse effect on the Company, Marathon or the Purchaser.

3.4. Covenant of Purchaser and Marathon. Promptly following the Closing, each of Purchaser and/or Marathon, as applicable shall file with the relevant Governmental Bodies all legally required reports in respect of the transactions contemplated under the Transaction Documents, including, but not limited to, the Certificate of Merger and the SEC Form 8-K. Prior to any future press releases issued by or on behalf of Purchaser and/or Marathon which mention any of SFF, TechDev or the transactions contemplated under the Transaction Documents, Sellers shall be given reasonable opportunity to review and comment on such proposed press release.

4. Consideration

In consideration for the sale, assignment, transfer and delivery of the Interests, the Purchaser shall pay to the Sellers (as directed by Seller) the consideration, as follows:

4.1. First Cash Payment. Five hundred thousand U.S. Dollars ($500,000) payable at Closing (the "**First Cash Payment**");

4.2. Second Cash Payment. Five hundred thousand U.S. Dollars ($500,000) payable on or before June 22, 2013 (the "**Second Cash Payment**," together with the First Cash Payment, the "**Cash Closing Consideration**"); and

4.3. Shares Payment. Six million (6,000,000) shares of Common Stock, par value of $0.0001 each (the "**Shares**") of Marathon.

4.4. Possible Future Cash Payment. Within thirty (30) calendar days after each calendar quarter (commencing with the first full calendar quarter following the calendar quarter in which Recoveries (as defined below) reach four million US dollars($4,000,000)) until the later of (i) the expiration of the last-to-expire of the Patents; (ii) the expiration of the right to assert any claim of any Patent; or (iii) Recoveries are no longer obtainable or owing to the Company or any of its Affiliates; Marathon and/or Company will pay to Sellers or their assigns (in the following ratio (99.5% to TechDev and 0.5% to SFF)) a portion of the Recoveries, calculated as follows:

R x seven and one-half percent (7.5%), where R = Recoveries

For the purposes hereof,

"***Cash***" shall mean cash and Cash Equivalents.

"***Cash Equivalents***" shall mean debt, equity securities and/or any real or personal property, received by the Company and/or its Affiliates, that is reducible to cash (net of taxes required to be paid by the Company and/or its Affiliates on Sellers' allocable portion in order to take possession of the same) but only at such time as such debt securities, equity securities, real or personal property have been converted to cash. The Company and/or its Affiliates shall convert Cash Equivalents to cash as soon as commercially practical and legally permissible.

"***Recoveries***" shall mean the gross Cash compensation received by the Company or any of its Affiliates in consideration for the licensing and/or enforcement by the Company or any of its Affiliates of the Patents, in the form of Cash licensing fees and Cash litigation and settlement fees actually collected and retained by the Company or any of its Affiliates from the Closing Date.

Following Closing, the Company, Purchaser and Marathon acknowledge that the Company intends to license and enforce the Patents separate and apart from any other patents and other intellectual property owned by the Company or its Affiliates. However, if the Company or any of its Affiliates enters into a licensing agreement or a settlement with any Third Party that includes a grant of rights under any of the Patents (directly or indirectly, including by way of example, the grant of a covenant not to sue by Marathon or an Affiliate of Marathon) and a grant of rights under patents other than the Patents, the Parties hereto shall agree in advance of the execution of such license and/or settlement on the amount of Recoveries thereunder that will be attributable to the Patents, and any Cash derived from such license and/or settlement will be apportioned accordingly.

Sellers acknowledge that (i) the obligations of the Marathon and the Company under this Section 4.4 are contractual only and do not create any fiduciary or other relationship between them; (ii) any Recoveries may be subject to and may be dependent on the provision of licenses, releases and covenants not to sue with respect to the Patents, and enforcement action, all as solely determined by Marathon and/or the Company; and (iii) neither Marathon nor the Company has represented that it will be successful in its efforts to monetize the Patents and, accordingly, makes no representation as to the value, if any, of the possible Recoveries under this Section 4.4.

4.5. Audit. The Sellers shall have the right to audit, at their expense, the books and records of the Company relating to the Patents in sufficient detail to permit Sellers' outside counsel (the "**Auditor**") to confirm the accuracy of payments made or payable under this Agreement. Such Auditor shall be bound by standard confidentiality obligations consistent with this Agreement and subject to the terms of any applicable protective order (if any), provided, however, that Auditor shall be permitted to communicate to Sellers any underpayments. Any such audit shall take place upon reasonable prior written notice to the Company, during the Company's regular business hours. Any audit may address multiple payment periods; but in no event shall an audit be held more than once per calendar year or address a previously audited period. Each party shall pay the costs it incurs in the course of an audit, however if such audit reveals a deviation of 10% or more of the payment actually made, the Company will reimburse the Sellers for Sellers' reasonable expenses in connection with such audit.

4.6. Release. Marathon and Purchaser, each for itself, its respective Affiliates, employees, officers, directors, representatives, predecessors in interest, successors and assigns (collectively, the "**Releasing Parties**") knowingly, voluntarily, and irrevocably releases, forever discharges and covenants not to sue the Sellers, and their respective Affiliates, employees, officers, directors, representatives, predecessors in interest, successors and assigns (collectively, the "**Released Parties**") from and against any and all rights, claims, losses, lawsuits or causes of action (at law or in equity), liabilities, duties, actions, demands, expenses, breaches of duty, damages, obligations, proceedings, debts, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, agreements, promises, judgments, and executions of whatever nature, type, kind, description or character (each a "**Claim**"), whether known or unknown, suspected or unsuspected, vested or contingent, past or present, that a Releasing Party ever had, now has or hereafter can, shall or may have against or with respect to the Released Parties or any of them for, upon or by reason of any matter, cause or thing related to or arising from that certain Asset Purchase Agreement, as amended, pursuant to which the Company bought the Patents (the "**Original Asset Purchase Agreement**"), the Patents, or any agreement to which the Company is a party or by which it is bound prior to the Closing Date, which are listed on **Schedule 4.6** (the "**Company Agreements**"), except in the case that such Claim arises out of an act of fraud, intentional misconduct or gross negligence on the part of one or more of the Released Parties, as finally determined by a court of competent jurisdiction. For the avoidance of doubt, the Company shall continue to be bound by the Company Agreements and neither the Sellers nor any of the Released Parties has or shall have any further obligation or liability under the Original Asset Purchase Agreement or any Company Agreement. The Releasing Parties hereby waive the benefits of any provisions of the law of any state or territory of the United States, or principle of common law, which provides that a general release does not extend to claims which the Releasing Parties do not know or suspect to exist in its favor at the time of executing the release, which if known to it, may have materially affected the release. It is the intention, understanding and agreement of the Releasing Parties to forever discharge and release all known and unknown, present and future claims within the scope of the releases set forth in this Agreement, provided, however, this Release shall not affect or limit any Claims arising under this Agreement, for enforcement, gross negligence or willful misconduct, fraud, misrepresentation, or similar matters.

4.7. License-Back. Subject to the Closing, the Company shall grant to the Sellers and Sellers' Affiliates a non-exclusive license-back to the Patents, pursuant to the terms of the License Agreement, in the form attached hereto as **Schedule 4.7** (the "**License Agreement**").

5. Representations and Warranties of the Sellers

The Sellers, jointly and severally, hereby represent and warrant to the Purchaser and Marathon, and acknowledge that the Purchaser and Marathon are entering into this Agreement in reliance thereon, as follows:

5.1. The Sellers are the sole lawful owners, beneficially and of record, of the Interests and the Interests constitute all of the membership interests in the Company, and upon the consummation of the transactions at the Closing, the Purchaser will acquire from the Sellers, good and marketable title to the Interests sold by it, free and clear of all Liens. There are no preemptive, anti-dilution or other participatory rights of any other parties with respect to the transactions contemplated hereunder.

5.2. The Sellers have full and unrestricted legal right, power and authority to enter into and perform their obligations under the Transaction Documents and to sell and transfer the Interests to the Purchaser as provided herein. The Transaction Documents, when executed and delivered by the Sellers, shall constitute the valid and legally binding obligation of the Sellers, legally enforceable against the Sellers in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3. The Sellers are acquiring the Shares for investment purposes only, for their own account, and not for the benefit of others, nor with any view to, or in connection with any distribution or public offering thereof within the meaning of the U.S. Securities Act of 1933 (the "**Securities Act**").

5.4. The Sellers understand that the Shares have not been registered under the Securities Act or any state securities law by reason of its issuance in a transaction which is exempt from the registration requirements of the Securities Act and such laws and the Shares must be held indefinitely unless subsequently registered under the Securities Act and such laws or a subsequent disposition thereof is exempt from registration under the applicable provisions of the Securities Act and such laws. The Seller acknowledges that the certificates evidencing the Shares will contain a legend to the foregoing effect.

5.5. Each of the Sellers has sufficient knowledge and expertise in business and financial matters so as to enable it to analyze and evaluate the merits and risks of acquiring the Shares pursuant to the terms of this Agreement and is able to bear the economic risk of such acquisition, including a complete loss of its investment in the Shares.

5.6. Each of the Sellers acknowledges that it has made detailed inquiries concerning Marathon and the Purchaser and its business, and that the officers of Marathon and the Purchaser have made available to the Sellers any and all written information which it has requested and have answered to the Sellers' satisfaction all inquiries made by the Sellers.

5.7. The transactions provided for in this Agreement with respect to the Shares are not part of any pre-existing plan or arrangement for, and there is no agreement or other understanding with respect to, the distribution by the Sellers of any of the Shares.

6. Representations and Warranties of the Company

The Company hereby represents and warrants to the Purchaser and Marathon, and acknowledges that the Purchaser and Marathon are entering into this Agreement in reliance thereon, as follows:

6.1. The Company is duly formed, validly existing and in good standing under the laws of the State of Texas, and has full limited liability company power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted and as currently proposed to be conducted. The Operating Agreement of the Company as in effect on the date hereof is attached hereto as **Schedule 6.1** (the "**Operating Agreement**").

6.2. Except for litigation concerning the Patents, the Company is not involved in any litigation.

6.3. The Company owns all right, title, and interest to the Patents, including all right, title, and interest to sue for infringement of the Patents and all attorney-client privilege, subject to the Preexisting Licenses (as defined below) and the Company Agreements.

6.4. Based solely on a limited search of the Company's records, conducted by counsel, the Company's sole executive officer is not aware of any exclusive or non-exclusive licenses under or with respect to any of the Patents, except for those listed on **Schedule 6.4** (as may be updated by the Company from time to time prior to Closing). All exclusive or non-exclusive licenses under or with respect to any of the Patents (the "**Preexisting Licenses**"), including those listed on Schedule 6.4, shall remain in full force and effect, shall remain binding on the Company and shall not be terminable by the Company or by Purchaser. By signing this Agreement, the Company, Purchaser and Marathon hereby confirm their understanding that they are bound by each of the Preexisting Licenses.

6.5. Except as set forth on **Schedule 6.5**, to the Company's knowledge, the Company is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant with respect to any of the Patents or in connection with the licensing or sale of any of the Patents.

6.6. Other than as set forth on **Schedule 6.6**, to the Company's knowledge, none of the Patents has been or is currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding, or that any such proceedings are pending or threatened.

6.7. Other than as set forth on **Schedule 6.7**, no actions must be taken by the Company before any governmental entity (including the United States Patent and Trademark Office (the "**USPTO**") or equivalent authority anywhere in the world) currently or within ninety (90) days after the Closing Date with respect to any of the Patents. Other than as set forth on Schedule 6.7**,** all maintenance fees, annuities, and the like due or payable on the Patents until the lapse of ninety (90) days following the Closing Date have been timely paid. For the avoidance of doubt, such timely payment includes payment of registration, maintenance, and renewal fees for which the fee payment window has opened even if the surcharge date is in the future.

6.8. Other than as set forth on **Schedule 6.8**, to Company's knowledge, the Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and there are no proceedings or actions before any governmental entity (including the USPTO or equivalent authority anywhere in the world) in which claims are or were raised relating to the validity, enforceability, scope, ownership or infringement of any of the Patents. The Company does not know of and has not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable.

6.9. To the Company's knowledge, the Company is not a party nor bound by any contracts, agreements, promises or commitments except the Company Agreements (and the Preexisting Licenses), which shall remain in full force and effect, shall remain binding on the Company and shall not be terminable by the Company, Purchaser or Marathon, except in accordance with their terms. By signing this Agreement, the Company, Purchaser and Marathon, hereby confirms their understanding that they are bound by each of the Company Agreements and Preexisting Licenses

6.10. Other than the Patents, the Company has no material assets. None of the Company's employees will continue with the Company after the Closing. The Company's bank accounts and the contents thereof will not be transferred to the Purchaser.

7. Representations and Warranties of the Purchaser

Marathon and Purchaser, jointly and severally, represent and warrant to the Sellers and acknowledges that the Sellers are entering into this Agreement in reliance thereon as follows:

7.1. The Purchaser and Marathon are duly organized, validly existing and in good standing under the laws of Nevada and Virginia, respectively, and each has full corporate power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted and as currently proposed to be conducted. The corporate governance documents of Marathon (including but not limited to its Certificate of Incorporation, Bylaws and any Voting Rights Agreements, Stockholders' Agreements, Investors' Rights Agreements and the like) as in effect on the date hereof have been provided or made available to the Sellers (the "**Marathon Governance Documents"**).

7.2. The Transaction Documents, when executed and delivered by the Purchaser and Marathon, shall constitute the valid and legally binding obligation of the Purchaser and Marathon, respectively, legally enforceable against each of the Purchaser and Marathon in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3. The authorized capital stock of Marathon consists of 200,000,000 shares of Common Stock and 50,000,000 shares of Preferred Stock, each having a par value of USD $0.0001, of which 45,546,310 shares are issued and outstanding (exclusive of shares issued hereunder). Marathon's Fully Diluted capital structure before and after Closing is set forth in the capitalization table attached hereto as **Schedule 7.3.** All capital stock, preemptive rights, rights of first refusal, rights of co-sale, convertible, exercisable or exchangeable securities, outstanding warrants, options or other rights to subscribe for, purchase or acquire from Marathon or any of its subsidiaries or Affiliates any capital stock of the Purchaser and/or any of its subsidiaries are set forth in detail on Schedule 7.3. Except for the transactions contemplated by this Agreement and the current Marathon Governance Documents, there are no Liens, options to purchase, proxies, preemptive rights, convertible, exercisable or exchangeable securities, outstanding warrants, options, voting trust and other voting agreements, calls, promises or commitments of any kind and, Marathon has no knowledge that any of the said stockholders owns any other stock, options or any other rights to subscribe for, purchase or acquire any capital stock of Marathon from Marathon or from each other.

7.4. All issued and outstanding capital stock of Marathon has been duly authorized, and is validly issued and outstanding and fully-paid and non-assessable. The Shares, when issued and allotted in accordance with this Agreement: (a) will be duly authorized, validly issued, fully paid, non-assessable, and free of any preemptive rights, (b) will have the rights, preferences, privileges, and restrictions set forth in Marathon's Certificate of Incorporation and By-laws, and (c) will be issued free and clear of any Liens kind.

7.5. To the knowledge of Marathon, each of Marathon and the Purchaser are currently in material compliance with all applicable laws, including securities laws. Marathon has timely filed all forms and reports required to be filed with the Securities Exchange Commission (the "**SEC**") including, without limitation, all exhibits required to be filed therewith, and has made available to the Sellers true, complete and correct copies of all of the same so filed (including any forms, reports and documents incorporated by reference therein or filed after the date hereof, the "**Marathon SEC Reports**"). For purposes hereof, such Marathon SEC Reports shall be deemed delivered to Sellers via the SEC's EDGAR database. The Marathon SEC Reports: (i) at the time filed complied (or will comply when filed, as the case may be) in all material respects with the applicable requirements of the Securities Act and/or the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations promulgated thereunder, and with the Sarbanes-Oxley Act of 2002, and the rules and regulations promulgated thereunder, in each case applicable to such Marathon SEC Reports at the time they were filed; and (ii) did not at the time they were filed (or, if later filed, amended or superseded, then on the date of such later filing) 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 contained therein, in the light of the circumstances under which they were made, not misleading.

7.6. Marathon has timely filed (or has been deemed to have timely filed pursuant to Rule 12b-25 under the Exchange Act) and made publicly available on the SEC's EDGAR system, and the Sellers may rely upon, all certifications and statements required by (i) Rule 13a-14 or Rule 15d-14 under the Exchange Act and (ii) Section 906 of the Sarbanes Oxley Act of 2002 with respect to any documents filed with the SEC. Since the most recent filing of such certifications and statements, there have been no significant changes in Marathon's internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act), or in other factors that could significantly affect its disclosure controls and procedures.

7.7. The financial statements (including footnotes thereto) included in or incorporated by reference into the Marathon SEC Reports (the "**Marathon Financial Statements**") were complete and correct in all material respects as of their respective filing dates, complied as to form in all material respects with the Exchange Act and the applicable accounting requirements, rules and regulations of the SEC promulgated thereunder as of their respective dates and have been prepared in accordance with United States generally accepted accounting principles ("**GAAP**") applied on a consistent basis during the periods involved (except as otherwise noted therein). The Marathon Financial Statements fairly present the financial condition of Marathon as of the dates thereof and results of operations, cash flows and stockholders' equity for the periods referred to therein (subject, in the case of unaudited Marathon Financial Statements, to normal recurring year-end adjustments which were not and will not be material in amount). Without limiting the generality of the foregoing, (i) no independent public accountant of Marathon has resigned or been dismissed as independent public accountant of Marathon as a result of or in connection with any disagreement with Marathon on a matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, (ii) no executive officer of Marathon has failed in any respect to make, without qualification, the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act with respect to any form, report or schedule filed by Marathon with the SEC since the enactment of the Sarbanes-Oxley Act and (iii) no enforcement action has been initiated or, to the knowledge of Marathon, threatened against Marathon by the SEC relating to disclosures contained in any Marathon SEC Report. There has been no change in Marathon's accounting policies except as described in the notes to the Marathon Financial Statements.

7.8. Except as set forth in **Schedule 7.8**, since December 31, 2012, the operations and business of Marathon have been conducted in all material respects only in the ordinary course of business consistent with past practices, Marathon has not entered into any transaction which was not in the ordinary course of its business and there has not been: (i) any material change in the assets, liabilities, financial condition or operating results of Marathon from those reflected in the Marathon Financial Statements; (ii) any damage, destruction or loss, whether or not covered by insurance, to any of the material assets, properties, financial condition, operating results, prospects or business of Marathon (as such business is presently conducted and as it is presently proposed to be conducted); (iii) any waiver or compromise by Marathon of a valuable right or of a material debt owed to it; (iv) any satisfaction or discharge of any security interest; (v) any change or amendment to a material contract or arrangement by which Marathon or any of its assets or properties are bound or subject; (vi) any material change in any compensation arrangement or agreement with any employee, officer, director or shareholder of Marathon; (vii) any sale, assignment or transfer of any patents, trademarks, copyrights, trade secrets or other intellectual property or intangible assets of Marathon; (viii) any resignation or termination of employment of any officer or key employee of Marathon; (ix) any change in the accounting methods or accounting principles or practices employed by Marathon; (x) any receipt of written notice that there has been a loss of, or material order cancellation by, any major customer of Marathon; (xi) any mortgage, pledge, transfer of a security interest in, or security interest, created by Marathon, with respect to any of its material properties or assets, except liens for taxes not yet due or payable; (xii) any loans or guarantees made by Marathon 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; (xiii) any other event or condition of any character that might materially and adversely affect the assets, properties, financial condition, operating results or business of Marathon, as such business is presently conducted; (xiv) any failure of Marathon to pay its debts as they come due; or (xv) any commitment to do any of the foregoing.

7.9. Neither Marathon nor the Purchaser is in default and neither the execution and delivery of the Transaction Documents nor compliance by Marathon and the Purchaser with the terms and provisions hereof and thereof, will conflict with, or result in a breach or violation of, any of the terms, conditions and provisions of: (i) the Marathon Corporate Governance Documents, the Purchaser's corporate governance documents or (ii) any note, indenture, mortgage, lease, agreement, contract, purchase order or other instrument, document or agreement to which Marathon and/or the Purchaser is a party or by which it or any of its property is bound, or (iii) any law, statute, ordinance, regulation, order, writ, injunction, decree, or judgment of any court or any governmental department, commission, board, bureau, agency or instrumentality in any country in which Marathon or the Purchaser conducts business. Such execution, delivery and compliance with the Transaction Documents will not (a) give to others any rights, including rights of termination, cancellation or acceleration, in or with respect to any agreement, contract or commitment referred to in this paragraph, or to any of the properties of Marathon or the Purchaser, or (b) except for compliance with any applicable requirements under the Securities Act, the Exchange Act and any requirements of the Over-the-Counter Bulletin Board ("**OTCBB**"), no consent, approval, order or authorization of, or registration, declaration or filing with any Governmental Body or any other Person is required by or with respect to Marathon or the Purchaser in connection with the execution and delivery of the Transaction Documents or the consummation of the transactions contemplated hereby and thereby, which consent or approval has not heretofore been obtained or will be obtained by Closing. To the knowledge of Marathon, no third party is in default under any agreement, contract or other instrument or document to which Marathon or the Purchaser is a party. To the knowledge of Marathon, neither Marathon nor the Purchaser is a party to or bound by any order, judgment, decree or award of any Governmental Body.

7.10. No action, proceeding or governmental inquiry or investigation is pending or, to the knowledge of Marathon, threatened against Marathon or any of their respective officers, directors or employees (in their capacity as such or as shareholders, if applicable), or against any of Marathon's properties, including, without limitation, assets, licenses and rights transferred to Marathon under any written agreement or other binding undertaking, or with regard to Marathon's business, before any court, arbitration board or tribunal or administrative or other governmental agency, nor does Marathon believe that there is any basis for the foregoing.

8. Survival; Indemnification; Limitation of Liability; No Consequential Damages;

8.1. The representations and warranties of each Party hereunder shall survive the Closing and remain in effect for a period of one (1) year thereafter.

8.2. Indemnification. The Sellers, on behalf of themselves and the Company (but only with respect to acts or omissions of the Company prior to Closing) on the one side and the Purchaser and Marathon on the other side (as applicable, the "**Indemnifying Party**") agree to indemnify and hold harmless the Parties of the other side and their respective Affiliates (as applicable, the "**Indemnified Parties**"), against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon (a) any breach of any of such Party's representations or warranties herein, misrepresentation or warranty or breach or failure by the Indemnifying Party to comply with any covenants or agreement made by it herein, in the other Transaction Documents or in any other document furnished by it to any of the foregoing in connection with this transaction and (b) any action for securities law violations instituted by an Indemnifying Party which is finally resolved by judgment against such Indemnifying Party.

8.3. Mechanics of Indemnification. Whenever any claim arises for indemnification under this Agreement or an event which may result in a claim for such indemnification has occurred, the Indemnified Party(ies) will promptly notify the Indemnifying Party of the claim and, when known, the facts constituting the basis for such claim. The Indemnifying Party shall have the obligation to dispute and defend all such Third Party claims and thereafter so defend and pay any adverse final judgment or award or settlement amount in regard thereto. Such defense shall be controlled by the Indemnifying Party, and the cost of such defense shall be borne by the Indemnifying Party, provided that the Indemnified Parties shall have the right to participate in such defense at their own expense, unless the Indemnified Parties require their own attorney due to a conflict of interest, in which case, the expense of a single law firm acceptable to such Indemnified Party will be borne by the Indemnifying Party. The Indemnified Parties shall cooperate in all reasonable respects in the investigation, trial and defense of any such claim at the cost of the Indemnifying Party. If the Indemnifying Party fails to take action within thirty (30) days of notice, then the Indemnified Parties shall have the right to pay, compromise or defend any third party claim, such costs to be borne by the Indemnifying Party. The Indemnified Parties shall also have the right and upon delivery of ten (10) days advance written notice to such effect to the Indemnifying Party, exercisable in good faith, to take such action as may be reasonably necessary to avoid a default prior to the assumption of the defense of the Third Party claim by the Indemnifying Party, and any reasonable expenses incurred by the Indemnified Parties so acting shall be paid by the Indemnifying Party. The Indemnifying Party will not settle or compromise any Third Party claim without the prior written consent of the Indemnified Parties, not to be unreasonably withheld.

8.4. Marathon Indemnification. Marathon and Company shall indemnify and hold the Sellers harmless with respect to any loss, expense, cost, damage and settlement (collectively, "**Indemnified Expenses**") caused to Sellers as a result of Marathon's the Company or its Affiliates' actions or omissions with respect to the Patents following the Closing Date, provided Sellers are not determined to responsible for such actions as a result of their fraud, intentional misconduct or gross negligence. In particular, in the event that the enforcement or other activities with the Patents results in litigation or other dispute resolution processes with one or more Third Parties, with one or both of the Sellers being required to be involved (*e.g.,* being added as a party to the process, even if such joinder is improper, or being subject to Third Party discovery requests), Marathon and the Company shall, at Sellers' request, indemnify Sellers all of Sellers' Indemnified Expenses arising from that involvement.

8.5. Limitation of Liability. SELLERS' TOTAL LIABILITY UNDER THE TRANSACTION DOCUMENTS WILL NOT EXCEED THE CASH CLOSING CONSIDERATION RECEIVED BY SELLER HEREUNDER. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION ON POTENTIAL LIABILITIES WAS AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THE TRANSACTION DOCUMENTS.

8.6. Limitation on Consequential Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Miscellaneous

9.1. Each of the Parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of the Transaction Documents and the intentions of the Parties as reflected thereby.

9.2. Governing Law; Arbitration; Prevailing Party. This Agreement and all claims or causes of action that may be based upon, arise out of or relate to this Agreement or the Collateral Agreements will be construed in accordance with and governed by the internal laws of the State of Texas applicable to agreements made and to be performed entirely within such State without regard to conflicts of laws principles thereof. Any dispute arising under or in connection with any matter of any nature (whether sounding in contract or tort) relating to or arising out of this Agreement, shall be resolved exclusively by arbitration. The arbitration shall be in conformity with and subject to the applicable rules and procedures of the American Arbitration Association. The arbitration shall be conducted before a panel of three (3) arbitrators, with one arbitrator to be selected by each of Seller and Buyer and the third arbitrator to be selected by the arbitrators selected by the Parties. The Parties agree to be (a) subject to the exclusive jurisdiction and venue of the arbitration in the Eastern District of Texas (b) bound by the decision of the arbitrator as the final decision with respect to the dispute, and (c) subject to the jurisdiction of both of the federal courts of the United States of America or the courts sitting in the Eastern District in the State of Texas for the purpose of confirmation and enforcement of any award. The prevailing party in any arbitration shall be entitled to recover its costs and expenses (including attorney's fees and expenses) from the non-prevailing party.

9.3. Limitations on Assignment. Except as expressly permitted in this Section, none of Marathon Purchaser, nor the Company may grant or assign any rights or delegate any duties under this Agreement to any Third Party (including by way of a "change in control") without the prior written consent of TechDev. Notwithstanding the foregoing, Marathon, the Purchaser or the Company shall be permitted to transfer or assign (i) the Patents; (ii) a majority of the Interests; or (iii) its respective rights, interests and obligations under this Agreement, as applicable, without Sellers' prior written consent as part of a sale, transfer, or spin-off of all or substantially all of its business, equity to, or a change in control transaction with a Third Party acquirer (an "**M&A Transaction**", and an "**Acquirer**," respectively); provided that (a) such transfer or assignment is subject to all of the terms and conditions of this Agreement; and (ii) such Acquirer executes a written undertaking towards Sellers agreeing to be bound by all of the terms and conditions of this Agreement with respect to the rights being transferred or assigned. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors, and administrators of the Parties hereto.

9.4. This Agreement and the Schedules hereto constitute the full and entire understanding and agreement between the Parties with regard to the subject matters hereof and thereof and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly canceled. Any term of this Agreement may be amended only with the written consent of all Parties thereto. The observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of the party against which such waiver is sought.

9.5. All notices and other communications required or permitted hereunder to be given to a Party to this Agreement shall be in writing and shall be faxed, emailed or mailed by registered or certified mail, postage prepaid, or prepaid air courier, or otherwise delivered by hand or by messenger, addressed to such Party's address as set forth above; or at such other address as the Party shall have furnished to each other Party in writing in accordance with this provision. Any notice sent in accordance with this Section shall be effective (i) if mailed, seven (7) business days after mailing, (ii) if by air courier two (2) business days after delivery to the courier service, (iii) if sent by messenger, upon delivery, and (iv) if sent via facsimile or email, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt (provided, however, that any notice of change of address shall only be valid upon receipt).

9.6. No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this 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 or by law or otherwise afforded to any of the Parties, shall be cumulative and not alternative.

[*Signature Page Follows*]

IN WITNESS WHEREOF the Parties have signed this Agreement as of the date first hereinabove set forth.

COMPANY: **CYBERFONE SYSTEMS, LLC**

By: _____
Name: _____
Title: _____
Date: _____

SELLERS: **TECHDEV HOLDINGS, LLC**

By: _____
Name: _____
Title: _____
Date: _____

SPANGENBERG FAMILY FOUNDATION FOR THE BENEFIT OF CHILDREN'S HEALTHCARE AND EDUCATION

By: _____
Name: _____
Title: _____
Date: _____

PURCHASER: **CYBERFONE ACQUISITION CORPORATION**

By: _____
Name: _____
Title: _____
Date: _____

MARATHON**:** **MARATHON PATENT GROUP, INC.**

By: _____
Name: _____
Title: _____
Date: _____

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES. ANY TRANSFEREE OF THIS NOTE SHOULD CAREFULLY REVIEW THE TERMS OF THIS NOTE. THE PRINCIPAL AMOUNT REPRESENTED BY THIS NOTE MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF.

MARATHON PATENT GROUP, INC.

PROMISSORY NOTE

Principal Amount: $500,000 Original Issuance Date: April 22, 2013

FOR VALUE RECEIVED Marathon Patent Group, Inc., a Nevada corporation (the "Company"), promises to pay to TechDev Holdings LLC ("Holder"), the principal amount of Five Hundred Thousand Dollars ($500,000.00) (representing the Second Cash Payment as provided for and defined in the Merger Agreement dated as of the date hereof (the "Merger Agreement"), to which the Company and the Holder are parties), or such less amount as shall equal the then outstanding principal amount hereof (which lesser amount shall be established, absent manifest error, solely upon the bank records of Holder) payable as on the date that is two (2) months from the Original Issuance Date (the "Maturity Date").

The following is a statement of the rights of the Holder of this Note and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Event of Default.

(a) For purposes of this Note, an "Event of Default" means:

(i) the Company shall default in any payment of principal on this Note when due; or

(ii) the Company shall breach of any obligation, covenant or representation made in this Note and/or the Merger Agreement; or

(iii) the Company shall (a) become insolvent; (b) dissolve or terminate its existence; (c) admit in writing its inability to pay its debts generally as they mature; (d) make an assignment for the benefit of creditors or commence proceedings for its dissolution; or (e) apply for or consent to the appointment of a trustee, liquidator, receiver or similar official for it or for a substantial part of its property or business; or

(iv) a trustee, liquidator or receiver shall be appointed for the Company or for a substantial part of its property or business without its consent and shall not be discharged within thirty (30) days after such appointment; or

(v) any governmental agency or any court of competent jurisdiction at the insistence of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Company and shall not be dismissed within thirty (30) days thereafter; or

(vi) bankruptcy, reorganization, insolvency or liquidation proceedings or other proceedings, or relief under any bankruptcy law or any law for the relief of debt shall be instituted by or against the Company and, if instituted against the Company shall not be dismissed within thirty (30) days after such institution, or the Company shall by any action or answer approve of, consent to, or acquiesce in any such proceedings or admit to any material allegations of, or default in answering a petition filed in any such proceeding.

(b) Upon the occurrence of an Event of Default, the entire unpaid and outstanding indebtedness due under this Note shall be immediately due and payable without notice.

(c) Upon the occurrence of an Event of Default, this Note shall bear interest at the lower of (i) twenty two percent (22%) per annum and (ii) the maximum rate which is allowed by applicable Texas law for corporate business borrowers.

(d) As soon as possible and in any event within 2 days after the Company becomes aware that an Event of Default has occurred, the Company shall notify the Holder in writing of the nature, extent and time of and the facts surrounding such Event of Default, and the action, if any, that the Company proposes to take with respect to such Event of Default.

2. Prepayment. The Company may prepay this Note at any time, in whole or in part, without penalty or premium.

3. Miscellaneous.

(a) Loss, Theft, Destruction or Mutilation of Note. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company and , in the case of mutilation, on surrender and cancellation of this Note (or what remains thereof), the Company shall execute and deliver, in lieu of this Note, a new note executed in the same manner as this Note, in the same principal amount as the unpaid principal amount of this Note and dated the date of this Note.

(b) Payment. All payments under this Note shall be made in lawful tender of the United States no later than 5:30 pm, Eastern Standard Time, on the date on which such payment is due, by wire transfer of immediately available funds to the account identified by the Holder.

(c) Waivers. The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

(d) Waiver and Amendment. Any provision of this Note may be amended, waived or modified only by an instrument in writing signed by the party against which enforcement of the same is sought.

(e) Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing sent by mail, facsimile with printed confirmation, nationally recognized overnight carrier or personal delivery and shall be effective upon actual receipt of such notice, to the following addresses until notice is received that any such address or contact information has been changed:

To the Company:

Marathon Patent Group, Inc.
2331 Mill Road, Suite 100
Alexandria, VA 22314

To Holder:

TechDev Holdings LLC.
719 W. Front Street, Suite 242
Tyler, TX 75707

(f) Expenses; Attorneys' Fees. If action is instituted to enforce or collect this Note, the Company promises to pay or reimburse all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by the Holder in connection with such action.

(g) Successors and Assigns. This Note may not be assigned or transferred by the Holder or the Company without the express written consent of the other . Subject to the preceding sentence, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, permitted assigns, heirs, administrators and permitted transferees of the parties.

(h) No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising on the part of the Holder, any right, option, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, option, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, option, remedy, power or privilege. The rights, options, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, options, remedies, powers and privileges provided by law.

(i) Governing Law; Jurisdiction. THE PARTIES HEREBY AGREE THAT THIS NOTE IS MADE AND ENTERED INTO IN THE STATE OF TEXAS AND FURTHER AGREE THAT ALL ACTS REQUIRED BY THIS NOTE AND ALL PERFORMANCE HEREUNDER ARE INTENDED TO OCCUR IN THE STATE OF TEXAS. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS. EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION OF THE STATE OR FEDERAL COURTS OF THE STATE OF TEXAS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE. EACH PARTY HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, (A) ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT; AND (B) ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. FINAL JUDGMENT IN ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT SHALL BE CONCLUSIVE AND BINDING UPON EACH PARTY DULY SERVED WITH PROCESS THEREIN AND MAY BE ENFORCED IN THE COURTS OF THE JURISDICTION OF WHICH EITHER PARTY OR ANY OF THEIR PROPERTY IS SUBJECT, BY A SUIT UPON SUCH JUDGMENT. THE PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Company has caused this Note to be executed as of the date first above written by its duly authorized officer.

MARATHON PATENT GROUP, INC.

By: _____
Name: Doug Croxall
Title: Chief Executive Officer

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of April 22, 2013, among Marathon Patent Group, a Nevada corporation (the "Company"), and each signatory hereto (each, an "Seller" and collectively, the "Sellers").

R E C I T A L S

WHEREAS, the Company, the Company's wholly owned subsidiary and the Sellers are parties to the Merger Agreement (the "Merger Agreement"), dated as of the date hereof, as such may be amended and supplemented from time to time;

WHEREAS, the Sellers' obligations under the Merger Agreement are conditioned upon certain registration rights under the Securities Act of 1933, as amended (the "Securities Act"); and

WHEREAS, the Sellers and the Company desire to provide for the rights of registration under the Securities Act as are provided herein upon the execution and delivery of this Agreement by such Sellers and the Company.

NOW, THEREFORE, in consideration of the promises, covenants and conditions set forth herein, the parties hereto hereby agree as follows:

1. Registration Rights.

1.1 Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Merger Agreement. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Commission" means the United States Securities and Exchange Commission.

(b) "Common Stock" means the Company's common stock, par value $0.0001 per share.

(c) "Effectiveness Date" means the date that is one hundred and eighty (180) days after the earlier to occur of (I) the Filing Date and (II) the date the company files the registration statement pursuant to Section 1.2(a) hereof with the Commission.

(d) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(e) "Filing Date" means the date that is ninety (90) days after the Closing Date (as defined in the Merger Agreement).

(f) The terms "register, " "registered" and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

(g) "Registrable Securities" means any of the Shares or any securities issued or issuable as (or any securities issued or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the Shares; provided, however, that Registrable Securities shall not include any securities of the Company that have previously been registered and remain subject to a currently effective registration statement or which have been sold to the public either pursuant to a registration statement or Rule 144, or which have been sold in a private transaction in which the transferor's rights are not assigned, or which may be sold immediately without registration under the Securities Act and without restriction or limitation pursuant to Rule 144 and without the requirement to be in compliance with Rule 144(c)(1).

(h) "Rule 144" means Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

(i) "Rule 415" means Rule 415 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

(j) "Seller" means any person owning Registrable Securities who becomes party to this Agreement by executing a counterpart signature page hereto, or other agreement in writing to be bound by the terms hereof, which is accepted by the Company.

(k) "Shares" means the shares of Common Stock issued pursuant to the Merger Agreement.

1.2 Company Registration.

(a) On or prior to the Filing Date, the Company shall prepare and file with the Commission a registration statement covering the Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415. The registration statement shall be on Form S-1 or, if the Company is so eligible, on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-1 or Form S-3, as the case may be, in which case such registration shall be on another appropriate form in accordance herewith) and shall contain (unless otherwise directed by Sellers holding an aggregate of at least 75% of the Registrable Securities on a fully diluted basis) substantially the "Plan of Distribution" attached hereto as Annex A. The Company shall cause the registration statement to become effective and remain effective as provided herein. The Company shall use its reasonable best efforts to cause the registration statement to be declared effective under the Securities Act as soon as possible and, in any event, by the Effectiveness Date. The Company shall use its reasonable best efforts to keep the registration statement continuously effective under the Securities Act until all Registrable Securities covered by such registration statement have been sold, or may be sold without the requirement to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144 (the "Effectiveness Period").

(b) In the event the Commission requires the Company to cut back the number of Registrable Securities included in the registration statement filed pursuant to Section 1.2(a) pursuant to Rule 415, the Company shall prepare, and, as soon as practicable but in no event later than the later of (i) the date sixty (60) days after the date substantially all of the Registrable Securities registered under the immediately preceding registration statement are sold and (ii) the date six (6) months from the immediately preceding registration statement is declared effective by the Commission, file with the Commission an additional registration statement on Form S-1 or, if the Company is so eligible, on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-1 or Form S-3, as the case may be, in which case such registration shall be on another appropriate form in accordance herewith) covering the resale of all of the Registrable Securities not previously registered on a registration statement hereunder and shall contain (unless otherwise directed by Sellers holding an aggregate of at least 75% of the Registrable Securities on a fully diluted basis) substantially the "Plan of Distribution" attached hereto as Annex A. To the extent the Commission does not permit the Registrable Securities not previously registered on a registration statement hereunder to be registered on an additional registration statement, the Company shall file additional registration statements successively trying to register on each such additional registration statement the maximum number of remaining Registrable Securities until all Registrable Securities have been registered with the Commission. The Company shall cause such additional registration statement(s) to become effective and remain effective as provided herein. The Company shall use its reasonable best efforts to cause such additional registration statement(s) to be declared effective under the Securities Act as soon as possible and, in any event, by the ninetieth (90th) day after the earlier to occur of (I) the date such additional registration statement has been declared effective by the Commission and (II) the date such additional registration statement is required to be filed pursuant to this Section 1.2(b). The Company shall use its reasonable best efforts to keep such additional registration statement(s) continuously effective under the Securities Act during the Effectiveness Period. Any reference in this Registration Rights Agreement to a "registration statement" shall refer to any registration statement filed pursuant to Section 1.2(a) or this Section 1.2(b).

(c) The Company shall use its best efforts to prevent the issuance of any stop order or other suspension of effectiveness of a registration statement, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify each Seller who holds Registrable Securities being sold of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(d) The Company shall pay to Sellers a fee of 1% per month of the Sellers' investment, payable in cash, for every thirty (30) day period (pro rated for periods totaling less than thirty (30) days) up to a maximum of 6%, (i) following the Filing Date that the registration statement has not been filed, (ii) following the Effectiveness Date that the registration statement has not been declared effective and (iii) on any day after the date the applicable registration statement has been declared effective by the Commission, sales of all of the Registrable Securities required to be included on such registration statement cannot be made pursuant to such registration statement or otherwise (including, without limitation, because of the suspension of trading or any other limitation imposed by a trading market, a failure to keep such registration statement effective, a failure to disclose such information as is necessary for sales to be made pursuant to such registration statement, a failure to register a sufficient number of shares of Common Stock or a failure to maintain the listing of the Common Stock); provided, however, that the Company shall not be obligated to pay any such liquidated damages if (i) the Registrable Securities that would other be covered by the registration statement have been sold or may be sold without restriction or limitation pursuant to Rule 144 and without the requirement to be in compliance with Rule 144(c)(1) or (ii) the Company is unable to fulfill its registration obligations as a result of rules, regulations, positions or releases issued or actions taken by the Commission requiring the Company to cut back the number of securities to be included in a registration statement pursuant to its authority with respect to "Rule 415", and the Company registers at such time the maximum number of shares of Common Stock permissible upon consultation with the staff of the Commission and, in the event that the number of Registrable Securities is reduced on accordance with staff objection, unless an Seller gives written notice to the Company to the contrary, priority shall be given to the registration of the maximum number of shares of Common Stock on a pro-rata basis in accordance with the registration of Registrable Securities held by each Seller. The payments to which a holder shall be entitled pursuant to this Section 1.2(d) are referred to herein as "Registration Delay Payments." Registration Delay Payments shall be paid on the earlier of (I) the dates set forth above and (II) the third business day after the event or failure giving rise to the Registration Delay Payments is cured. In the event the Company fails to make Registration Delay Payments in a timely manner, such Registration Delay Payments shall bear interest at the rate of 1 % per month (prorated for partial months) until paid in full.

(e) If during the Effectiveness Period, the number of Registrable Securities at any time exceeds 100% of the number of shares of Common Stock then registered in a registration statement, the Company shall file as soon as reasonably practicable an additional registration statement covering the resale of not less than the number of such Registrable Securities.

(f) The Company shall bear and pay all expenses incurred in connection with any registration, filing or qualification of Registrable Securities with respect to the registrations pursuant to this Section 1.2 for each Seller, including (without limitation) all registration, filing and qualification fees, printer's fees, accounting fees and fees and disbursements of counsel for the Company, but excluding any brokerage or underwriting fees, discounts and commissions relating to Registrable Securities and fees and disbursements of counsel for the Sellers.

1.3 Obligations of the Company. Whenever required under Section 1.2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the Commission a registration statement with respect to such Registrable Securities and use its reasonable best efforts to cause such registration statement to become effective and to keep such registration statement effective during the Effectiveness Period;

(b) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement, and shall file promptly following effectiveness the form of prospectus included in the Registration Statement pursuant to Rule 424 of the Securities Act;

(c) Furnish to the Sellers such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them (provided that the Company would not be required to print such prospectuses if readily available to Sellers from any electronic service, such as on the EDGAR filing database maintained at www.sec.gov);

(d) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities' or blue sky laws of such jurisdictions as shall be reasonably requested by the Sellers; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering (each Seller participating in such underwriting shall also enter into and perform its obligations under such an agreement);

(f) Promptly notify each Seller holding Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act, within one business day, (i) of the effectiveness of such registration statement, or (ii) of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(g) Cause all such Registrable Securities registered pursuant hereto to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Company are then listed; and

(h) Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

(i) Neither the Company nor any of its subsidiaries or affiliate thereof shall identify any Seller as an underwriter in any public disclosure or filing with the Commission or any trading market and any Seller being deemed an underwriter by the Commission shall not relieve the Company of any obligations it has under this Agreement or any other Transaction Document (as defined in the Merger Agreement); provided, however, that the foregoing shall not prohibit the Company from including the disclosure found in the "Plan of Distribution" section attached hereto as Exhibit A in the registration statement.

1.4 Furnish Information. Each Seller shall furnish to the Company such information regarding such Seller, the Registrable Securities held by such Seller, and the intended method of disposition of such securities in the form attached to this Agreement as Annex B, or as otherwise reasonably required by the Company or the managing underwriters, if any, to effect the registration of such Seller's Registrable Securities, and if not so furnished to the Company, the Company shall have the right to rely on the most recent information available to the Company regarding the Seller and the Registrable Securities, which shall not affect the obligations of the Company to register such Registrable Securities.

1.5 Intentionally omitted.

1.6 Indemnification.

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Seller, any underwriter (as defined in the Securities Act) for such Seller and each person, if any, who controls such Seller or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject under the Securities Act, the Exchange Act or other federal or state securities law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively, a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in a registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto (collectively, the "Filings"), (ii) the omission or alleged omission to state in the Filings a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law; and the Company will pay any legal or other expenses reasonably incurred by any person to be indemnified pursuant to this Section 1.6(a) in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 1.6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Seller, underwriter or controlling person.

(b) To the extent permitted by law, each Seller will indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, any underwriter, any other Seller selling securities in such registration statement and any controlling person of any such underwriter or other Seller, against any losses, claims, damages or liabilities (joint or several) to which any of the foregoing persons may become subject under the Securities Act, the Exchange Act or other federal or state securities law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Seller expressly for use in connection with such registration; and each such Seller will pay any legal or other expenses reasonably incurred by any person to be indemnified pursuant to this Section 1.6(b) in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this Section 1.6(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Seller (which consent shall not be unreasonably withheld); provided, however, in no event shall any indemnity under this subsection 1.6(b) exceed the net proceeds received by such Seller upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Promptly after receipt by an indemnified party under this Section 1.6 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 1.6, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 1.6, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 1.6.

(d) If the indemnification provided for in Sections 1.6(a) and (b) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions or alleged statements or omissions that resulted in such loss, liability, claim or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. In no event shall any Seller be required to contribute an amount in excess of the net proceeds received by such Seller upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(e) The obligations of the Company and Sellers under this Section 1.6 shall survive the completion of any offering of Registrable Securities in a registration statement under Section 1.2, and otherwise.

1.7 Reports Under Securities Exchange Act. With a view to making available the benefits of certain rules and regulations of the Commission, including Rule 144, that may at any time permit an Seller to sell securities of the Company to the public without registration or pursuant to a registration on Form S-1 or Form S-3, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Closing Date;

(b) take such action, including the voluntary registration of its Common Stock under Section 12 of the Exchange Act, as is necessary to enable the Sellers to utilize Form S-1 for the sale of their Registrable Securities, such action to be taken as soon as practicable after the end of the fiscal year in which the registration statement is declared effective;

(c) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(d) furnish to any Seller, so long as the Seller owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of Rule 144 the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-1 or Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing any Seller of any rule or regulation of the Commission that permits the selling of any such securities without registration or pursuant to such form.

1.8 Transfer or Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities pursuant to Section 1.2 may be transferred or assigned, but only with all related obligations; *provided*, that in the case of (a), (i) prior to such transfer or assignment, the Company is furnished with written notice stating the name and address of such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned, (ii) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement and (iii) such transfer or assignment shall be effective only if immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the Securities Act.

2. Legend.

(a) Each certificate representing Shares held by the Sellers shall be endorsed with the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED OR OTHERWISE TRANSFERRED (I) IN THE ABSENCE OF (A) A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO SUCH SECURITIES UNDER THE ACT OR (B) AN OPINION OF COUNSEL THAT AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT IS AVAILABLE WITH RESPECT TO SUCH TRANSFER OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER THE ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES EVIDENCED BY THIS CERTIFICATE MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES."

(b) The legend set forth above shall be removed, and the Company shall issue a certificate without such legend to the transferee of the Shares represented thereby, if, unless otherwise required by state securities laws, (i) such Shares have been sold under an effective registration statement under the Securities Act, (ii) in connection with a sale, assignment or other transfer, such holder provides the Company with an opinion of counsel, reasonably acceptable to the Company, to the effect that such sale, assignment or transfer is being made pursuant to an exemption from the registration requirements of the Securities Act, or (iii) such holder provides the Company with reasonable assurance that the Shares are being sold, assigned or transferred pursuant to Rule 144 or Rule 144A under the Securities Act.

3. Miscellaneous.

3.1 Governing Law. The parties hereby agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be adjudicated only before a federal court located in the State of New York and they hereby submit to the exclusive jurisdiction of the federal and state courts of the State of New York with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement or any acts or omissions relating to the registration of the securities hereunder, and consent to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth below or such other address as the undersigned shall furnish in writing to the other.

3.2 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY**

3.3 Waivers and Amendments. This Agreement may be terminated and any term of this Agreement may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and Sellers holding at least sixty percent (60%) of the Registrable Securities then outstanding (the "Required Sellers"). Notwithstanding the foregoing, additional parties may be added as Sellers under this Agreement, and the definition of Registrable Securities expanded, with the written consent of the Company and the Required Sellers. No such amendment or waiver shall reduce the aforesaid percentage of the Registrable Securities, the holders of which are required to consent to any termination, amendment or waiver without the consent of the record holders of all of the Registrable Securities. Any termination, amendment or waiver effected in accordance with this Section 3.3 shall be binding upon each holder of Registrable Securities then outstanding, each future holder of all such Registrable Securities and the Company.

3.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

3.5 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof, and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein.

3.6 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally by hand or by overnight courier, mailed by United States first-class mail, postage prepaid, sent by facsimile or sent by electronic mail directed (a) if to an Seller, at such Seller's address, facsimile number or electronic mail address set forth in the Company's records, or at such other address, facsimile number or electronic mail address as such Seller may designate by ten (10) days' advance written notice to the other parties hereto or (b) if to the Company, to its address, facsimile number or electronic mail address set forth on its signature page to this Agreement and directed to the attention of its President, or at such other address, facsimile number or electronic mail address as the Company may designate by ten (10) days' advance written notice to the other parties hereto. All such notices and other communications shall be effective or deemed given upon delivery, on the date that is three (3) days following the date of mailing, upon confirmation of facsimile transfer or upon confirmation of electronic mail delivery.

3.7 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The titles and subtitles used in this Agreement are used for convenience only and are not considered in construing or interpreting this Agreement.

3.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded, and shall be enforceable in accordance with its terms.

3.9 Independent Nature of Sellers' Obligations and Rights. The obligations of each Seller hereunder are several and not joint with the obligations of any other Seller hereunder, and no Seller shall be responsible in any way for the performance of the obligations of any other Seller hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Seller pursuant hereto or thereto, shall be deemed to constitute the Sellers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Sellers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Seller shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Seller to be joined as an additional party in any proceeding for such purpose.

3.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

3.11 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, as of the date, month and year first set forth above.

"Company"

MARATHON PATENT GROUP, INC.

By: _____
Name:
Title:

Address for notice:
2331 Mill Road, Suite 100
Alexandria, VA 22314

[COMPANY SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

IN WITNESS WHEREOF, the undersigned Seller has executed this Agreement as of the date, month and year that such Seller became the owner of Registrable Securities.

"Seller"

_____

By: _____
Name:
Title:

Address:

_____

_____

_____

Telephone:
Facsimile:
Email:

[SELLER COUNTERPART SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

Annex A

Plan of Distribution

Each selling stockholder of the common stock and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of common stock on the Over-the-Counter Bulletin Board or any other stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. A selling stockholder may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell shares under Rule 144 under the Securities Act of 1933, as amended, if available, rather than under this prospectus.

Broker-dealers engaged by the selling stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440.

In connection with the sale of the common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of the common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The selling stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be "underwriters" within the meaning of the Securities Act of 1933, as amended, in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act of 1933, as amended. Each selling stockholder has informed us that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the common stock. In no event shall any broker-dealer receive fees, commissions and markups which, in the aggregate, would exceed eight percent (8%).

We are required to pay certain fees and expenses incurred by us incident to the registration of the shares. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act of 1933, as amended.

Because selling stockholders may be deemed to be "underwriters" within the meaning of the Securities Act of 1933, as amended, they will be subject to the prospectus delivery requirements of the Securities Act of 1933, as amended, including Rule 172 thereunder. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act of 1933, as amended may be sold under Rule 144 rather than under this prospectus. There is no underwriter or coordinating broker acting in connection with the proposed sale of the resale shares by the selling stockholders.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the shares may be resold by the selling stockholders without registration and without the requirement to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144 or (ii) all of the shares have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Securities Exchange Act of 1934, as amended, any person engaged in the distribution of the resale shares may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the selling stockholders will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of shares of the common stock by the selling stockholders or any other person. We will make copies of this prospectus available to the selling stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act of 1933, as amended).

Annex B

MARATHON PATENT GROUP, INC.

Selling Securityholder Notice and Questionnaire

The undersigned beneficial owner of common stock (the "Registrable Securities") of Marathon Patent Group, Inc., a Nevada corporation (the "Company"), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the "Commission") a registration statement (the "Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the "Registration Rights Agreement") to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling securityholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling securityholder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Securityholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Selling Securityholder

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

---

2. Address for Notices to Selling Securityholder:

Telephone:
Fax:
Contact Person:

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes No

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes No

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes No

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes No

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Securityholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.

(a) Type and Amount of other securities beneficially owned by the Selling Securityholder:

---

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time until the date such Registration Statement is declared effective by the Commission to the extent the failure to correct any such inaccuracy or make any such change in the information provided would cause the Registration Statement to 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 the light of the circumstances under which they were made, not misleading.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date:

Beneficial Owner:

By: _____
Name:
Title:

[SIGNATURE PAGE FOR SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE]

PLEASE FAX A COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Marathon Patent Group.
2331 Mill Road, Suite 100
Alexandria, VA 22314
Facsimile:
Attn: Chief Executive Officer

LICENSE AGREEMENT

This LICENSE AGREEMENT (the ***"License Agreement"***) is entered into on April 22**,** 2013 (the ***"Effective Date"***) by and between is by and between (1) Cyberfone Systems, LLC, a limited liability company organized under the laws of Texas, having offices at 2331 Mill Road, Suite 100, Alexandria, VA 22314 ("***Cyberfone***" or "***Licensor***") and TechDev Holdings, LLC, a limited liability company organized under the laws of Texas, having offices at 719 West Front Street, Suite 242, Tyler, TX 75702 ("***TechDev***") and The Spangenberg Family Foundation for the Benefit of Children's Healthcare and Education, a 501(c)(3) charitable organization organized under the laws of Texas, having offices at 2515 McKinney Avenue, Suite 1000-B, Dallas, Texas 75201 ("***SFF***;" TechDev and SFF are collectively referred to herein as "***Licensees***" or individually as a "***Licensee***"). Each of Licensor and the Licensees are also referred to in this Agreement each as a "***Party***" and collectively as the "***Parties***."

1. **BACKGROUND**

1.1. Pursuant to that certain Merger Agreement by and between Cyberfone, TechDev, SFF, Marathon Patent Group, Inc. ("***Marathon***") and Cyberfone Acquisition Corp. ("***CAC;***" together with Marathon, the "***Purchaser***") dated April 22, 2013 (the "***Merger Agreement***"), Purchaser acquired by way of merger 100% of the Interests (as defined in the Merger Agreement) of Cyberfone from the Licensees including, *inter alia*, the Licensed Patents (as defined below) and the associated rights related thereto. Any capitalized terms not defined herein shall have the definitions ascribed to them in the Merger Agreement.

1.2. As part of the terms of the Merger, and as additional valuable consideration thereunder, the Licensees have asked to receive the license back provided by this License Agreement and Licensor has agreed to grant to each Licensee a non-exclusive license under the Licensed Patents in accordance with the terms and conditions set forth herein.

2. **DEFINITIONS**

2.1. **"*Affiliate*"** means, with respect to any Party, any Person in any country that controls, is controlled by or is under common control with such Person. The term "control" means ownership, directly or indirectly, of fifty percent (50%) or more of the voting equity of such Person or, in the case of a non-corporate Person, equivalent interests.

2.2. **"*Entity*"** means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

2.3. **"*Licensed Patents*"** means each and all of the patents and patent applications listed on ***Exhibit A*** hereto, all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, supplementary protection certificates and term restoration, provisional applications and divisions of such patents, and any patents or patent applications which correspond to or claim priority to any of the foregoing, and all foreign counterparts of the foregoing, owned by Licensor.

2.4. ***"Licensed Products"*** means with respect to each Licensee, any products or services designed, made, and sold by Licensee and Licensee's Affiliates which incorporate subject matter claimed or protected by the Patents.

2.5. **"*Person*"** means any individual or Entity.

2.6. **"*Third Party*"** means any Person other than a Party to this Agreement or its Affiliates.

3. GRANT OF LICENSE

3.1. Licensor hereby grants to each Licensee and each Licensee's Affiliates a royalty-free, paid-up, irrevocable, perpetual, non-exclusive, non-divisible, non-transferable, without the right to sublicense, worldwide right and license under the Licensed Patents to make, have made, use, have used, sell, have sold, offer for sale, import, export and otherwise distribute, commercially exploit or have distributed Licensed Products in all fields (the "***License***"). No Licensee nor any of its Affiliates will become a foundry for any Third Party or otherwise act with the intent to provide any Third Party the benefit of the rights under the License. The License, as to any Affiliate of Licensee, will terminate as to such Affiliate if and when such Affiliate ceases to meet the requirements of being an Affiliate of a Licensee.

3.2. The License may be passed through to each Licensee and its Affiliates' respective purchasers, sellers, importers, distributors or users of a Licensed Product. The License may also be passed through to sellers, importers, distributors or users of a Licensed Product as incorporated into an integrated system (a "***Combo Product***"), but only as required to the extent that the manufacture, sale, offering to sell, import, use or other disposal of the Licensed Product within the Combo Product would infringe (including without limitation any forms of indirect infringement) one or more of the Licensed Patents as a result solely of the Licensed Product in the Combo Product; provided that if the Licensed Product is not cited as an essential element of the infringement contention with respect to the Combo Product, the Combo Product will not be deemed to be licensed hereunder. Any Combo Product that is found to be not licensed under this provision will not, in and of itself, be a basis to terminate the license under the last sentence of Section 3.1.

4. TERM OF AGREEMENT

Unless otherwise terminated by operation of law or by acts of the Parties in accordance with the provisions of this Agreement, this Agreement shall be in force from the Effective Date and shall remain in effect until the earlier of the expiration of the last-to-expire Licensed Patent.

5. ASSIGNMENT

5.1. Limitations on Assignment. Except as expressly permitted in this Section, neither Party, including any of its Affiliates, may grant or assign any rights or delegate any duties under this Agreement to any Third Party (including by way of a "change in control") without the prior written consent of the other.

5.2. Permitted Assignment by Licensee. Notwithstanding the foregoing of Section 5.1, a Licensee shall be permitted to sell, assign or otherwise transfer its rights under this License Agreement without Licensor's consent to (i) an Affiliate; or (ii) in the event a Licensee sells, merges, conveys or otherwise transfers all or substantially all of its equity or assets or all or substantially all of such Licensee's business assets related to the Licensed Patents to a Third Party acquirer (a "***Sale Transaction***" and an "***Acquirer***," respectively), such Licensee shall be entitled to assign its rights hereunder to such Acquirer; provided (i) the Acquirer is not a party to a patent assertion claim or infringement action or suit involving one or more of the Licensed Patents prior to the Sale Transaction and (ii) the use by the Acquirer of the License (a) will be limited to the terms thereof, (b) shall apply strictly to Licensed Products or Combo Products in existence or directly derived from Licensed Products or Combo Product in existence (for example, and without limitation, a rebranded Licensed Product or Combo Product or a new version, upgrade or update of an existing Licensed Product or Combo Product) on the date of the Sale Transaction and (c) in no event will extend to any other products, processes or services of the Acquirer or its Affiliates. No Licensee shall assign or otherwise transfer any right hereunder to any other party unless (x) such sale or assignment is subject to all of the terms and conditions of this License Agreement and (y) such other party executes an agreement agreeing to be bound by all of the terms and conditions of this License Agreement with respect to the rights being transferred or assigned.

5.3. Permitted Assignment by Licensor. Notwithstanding the foregoing of Section 5.1, Licensor shall be permitted to sell, assign or otherwise transfer its rights under this License Agreement without consent of the Licensees to (i) an Affiliate; or (ii) a Third Party; provided that such Third Party executes an agreement agreeing that all of the licenses, releases and covenants of Licensor contained herein shall run with the rights being sold, assigned or transferred and shall be binding on any successors-in-interest, transferees, or assigns thereof.

5.4. Unpermitted Assignment Void. Any attempted transfer, license, assignment, or grant in contravention of this Section 5 shall be null and void. This License Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their permitted successors and assigns.

6. BANKRUPTCY; COVENANT NOT TO SUE

6.1. The Parties hereby agree that this License Agreement includes licenses of intellectual property for the purposes of § 365(n) of the U.S. Bankruptcy Code and in the event of a petition in bankruptcy or insolvency, or upon or after any adjudication that Licensor is bankrupt or insolvent, or upon or after the filing by Licensor of any petition or answer seeking judicial reorganization, readjustment or arrangement of the business of Licensor under any law relating to bankruptcy or insolvency, or upon or after the appointment of a receiver for all or substantially all of the property of Licensor, in accordance with all applicable bankruptcy laws, the License hereby granted shall be maintained and be in effect, consistent with the terms and conditions set forth herein.

6.2. Licensor on behalf of itself and its Affiliates covenants not to sue on the basis of infringement of the Licensed Patents: (i) a Licensee or a Licensee's Affiliates, with respect to Licensed Products or Combo Products nor (ii) any third party making, having made, using, importing, exporting, distributing, selling, offering for sale, developing or advertising the Licensed Products or Combo Products on behalf of a Licensee or its Affiliates, solely with respect to making, having made, using, importing, exporting, distributing, selling, offering for sale, developing or advertising Licensed Products and Combo Products.

7. MISCELLANEOUS

7.1. Confidentiality of Terms. Each Party shall keep the terms and existence of this License Agreement confidential and will not now or hereafter divulge any of this information to any Third Party except: (a) with the prior written consent of the other Parties hereto; (b) to the extent necessary in order to perfect its rights hereunder; (c) to its accountants, legal counsel, tax advisors, subject to obligations of confidentiality/privilege at least as stringent as those contained herein; (d) to a counterparty in connection with a merger, acquisition, sale, financing or similar transaction, subject to obligations of confidentiality at least as stringent as those contained herein; (e) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports filed with the Securities and Exchange Commission, or any other filings, reports or disclosures that may be required under applicable laws or regulations; (f) as may be compelled by law or legal process or as required during the course of litigation; provided, however, that in the event of potential disclosure under subsection (f), the disclosing Party will (i) use all legitimate and legal means available to minimize the disclosure to Third Parties, including, without limitation, seeking a protective order whenever appropriate or available and (ii) provide the other Parties with at least ten (10) days' prior written notice of such disclosure.

7.2. No Third Party Rights. Nothing in this License Agreement is intended to confer upon any Person, other than the Parties, their respective Affiliates and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this License Agreement, except as expressly provided in this License Agreement.

7.3. Governing Law; Forum. This License Agreement, its performance and interpretation shall be governed by the substantive law of the State of Texas, USA, exclusive of its choice of law rules. The competent federal courts and tribunals located in Marshall, Texas USA shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to this License Agreement.

7.4. Notices. All notices given hereunder will be given in writing, will refer to this License Agreement and will be: (i) personally delivered, (ii) delivered prepaid by an internationally recognized express courier service, or (iii) sent postage prepaid registered or certified U.S. mail (return receipt requested) to the address set forth below:

If to Licensees
TechDev Holdings, LLC
719 W. Front Street
Suite 244, Tyler
TX 75702
Attn: Audrey Spangenberg

If to Licensor
Cyberfone Systems, LLC
2331 Mill Road, Suite 100
Alexandria, VA 22314
Attn: Doug Croxall

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier (or if delivery refused, the date of refusal), or (b) the fifth (5th) calendar day after the date of posting if sent by US mail. Notice given in any other manner will be deemed to have been given only if and when received at the address of the Person to be notified. Any Party may from time to time change its address for notices under this License Agreement by giving the other Parties written notice of such change in accordance with this Section.

7.5. Relationship of Parties. The Parties are independent contractors and not partners, joint venturers, or agents of the other. No Party assumes any liability of or has any authority to bind, or control the activities of, the others.

7.6. Severability. If any provision of this License Agreement is found to be invalid or unenforceable, then the remainder of this License Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate its original objective.

7.7. Waiver. Failure by any Party to enforce any term of this License Agreement will not be deemed a waiver of future enforcement of that or any other term in this License Agreement or any other agreement that may be in place between the Parties.

7.8. Entire Agreement. This License Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. None of the Parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this License Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this License Agreement. No oral explanation or oral information by any Party hereto will alter the meaning or interpretation of this License Agreement. No amendments or modifications will be effective unless in writing and signed by authorized representatives of the Parties. The following exhibit is attached hereto and incorporated herein: Exhibit A (entitled "The Licensed Patents").

7.9. Counterparts; Electronic Signature. This License Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Each Party will execute and deliver to the other Party a copy of this License Agreement bearing its original signature. Prior to such execution and delivery, in order to expedite the process of entering into this License Agreement, the Parties acknowledge that Transmitted Copies of this Agreement will be deemed original documents. **"*Transmitted Copies*"** means copies that are reproduced or transmitted via email of a .pdf file, photocopy, facsimile or other process of complete and accurate reproduction and transmission.

In witness whereof, the Parties have caused this License Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

TechDev Holdings, LLC
By:_____
Name:
Title:

Cyberfone Systems, LLC
By: _____
Name:
Title:

The Spangenberg Family Foundation for the Benefit of Children's Healthcare and Education
By:_____
Name:
Title:

Marathon Patent Group Secures Revenue-Generating Telecom Patents with CyberFone Systems Acquisition

Patent Licensing Leader IPNav will Continue to
Manage the Highly Successful Campaign

Alexandria, VA - April 22, 2013- Marathon Patent Group, Inc. (OTCBB: MARA "MPG"), an Intellectual Property services and monetization company, today announced that it has secured a foundational patent portfolio through the acquisition of CyberFone Systems, LLC. The patents cover claims that provide the right to practice specific transactional data processing, telecommunications, network and database inventions, including financial transactions. The portfolio, which has a large and established licensing base, consists of ten United States patents and 27 foreign patents and one patent pending. The patent rights that cover digital communications and data transaction processing are foundational to certain applications in the wireless, telecommunications, financial and other industries. The portfolio cites and has been cited in patents owned by IBM, Cisco, Hitachi, Siemens, NEC and in 437 other patents issued or pending in the United States.

Patents in the portfolio include those with claims covering processes for a telecommunications system that can be used in a menu-like format allowing for navigation and data input creating "data transactions," which are then transmitted to a database. In addition, covered are methods that detail the ability to input data in a form driven, operating system agnostic configuration, in which data can be processed and returned in real time. Marathon believes the underlying rights to the patent claims of the acquired assets are especially valuable in today's mobile internet environment and will provide licensees significant value. The priority dates of the patents are as early as 1993 with all rights reserved of that priority relating to specific inventions disclosed.

"Marathon Patent Group believes that the CyberFone portfolio of performing assets enables us to reduce investment risk and establish performance," said Doug Croxall, Chief Executive Officer of Marathon Patent Group. "The transaction, in conjunction with our recent acquisition of the Bell Labs patent from MOSAID Technologies, lends credence to Marathon's IP growth strategy, and provides a strong foundation for us to build upon."

"IPNav is pleased to be able to serve Marathon Patent Group in supporting the CyberFone Systems licensing program," said Erich Spangenberg, Chief Executive Officer of IPNav. "This patent portfolio is broadly infringed and a proven revenue-generator that will continue to provide significant income for quite some time."

Earlier this year, Marathon Patent Group announced it had entered into a strategic relationship with industry-leading patent monetization company IP Navigation Group. IPNav will continue source and execute monetization opportunities on behalf of MPG. "We see the difference in what Marathon Patent Group is building and we are elated to be receiving equity in Marathon as part of our compensation," said Spangenberg.

The acquired patents include U.S. patent numbers 6,044,382 entitled “Data transaction assembly server”; 5,805,676 entitled “Telephone/transaction entry device and system for entering transaction data into databases”; 5,987,103 entitled “Telephone/transaction entry device and system for entering transaction data into databases”. The portfolio also includes 27 foreign patents with coverage in nine foreign countries including North America, South America, Europe, Pacific Rim and Asia.

About Marathon Patent Group

Marathon Patent Group ("Marathon") is an intellectual property services and monetization company that serves a wide range of patent holders and technologies from Fortune 500 to independent inventors. Marathon provides clients advice and services that enable them to realize financial and strategic return on their IP rights. Marathon serves clients through two complementary 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. Marathon is based in Alexandria, Virginia. www.marathonpg.com

About IPNav

IPNav is the world's leading full-service patent monetization firm, helping forward-thinking corporations, universities, organizations, and individuals profit from innovation. IPNav's integrated, end-to-end solution turns idle IP assets into revenue streams. Using its proprietary Patent Monetization Platform, IPNav unlocks the value trapped in our clients' IP portfolios -- with timetables and objectives set by the client. Based in Dallas, IPNav has offices in Dublin, Paris, Shanghai, and Tel Aviv. www.ipnav.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
Investor Relations
678-570-6791

IP Communications
Brody Berman Associates
212-683-8125

Marathon Patent Group Provides Details on CyberFone Systems Acquisition

Portfolio Generated 32 Settlement and License Agreements Totaling $15.5 Million

Alexandria, VA - April 24, 2013- Marathon Patent Group®, Inc. (OTCBB: MARA "Marathon"), an intellectual property services and monetization company, today provides an update on its recent acquisition of CyberFone Systems, LLC and its patent portfolio. The patents cover claims that provide the right to practice specific transactional data processing, telecommunications, network and database inventions, including financial transactions.

The portfolio has a history of revenue generation, demonstrating the value of the assets, as well as their widespread use over multiple industries. Since the licensing and enforcement campaign began nearly 18 months ago, the patent portfolio has generated 32 settlement and license agreements for a total of $15.5 million dollars in revenue. Ongoing infringement continues, and the portfolio is currently being enforced against 16 named defendants, including Federal Express, Mitsubishi, Toshiba, Nintendo, ZTE, Siemens, Alcatel-Lucent and UPS among others.

Marathon believes these patents cover inventions that are in widespread use, particularly in the mobile internet environment. Marathon and IP Navigation ("IPNav"), its strategic partner, will continue to identify, and license to, those who market or sell technologies covered by the underlying rights of the acquired assets. This includes infringement both in already identified industries, but also in newly identified verticals or use cases. Earlier this year, Marathon Patent Group announced it had entered into a strategic relationship with industry-leading patent monetization company IP Navigation Group, which has generated more than $600 million to date in licenses, settlements and damages awards. IPNav will continue source and execute monetization opportunities on behalf of MPG.

"It is clear from the continued performance of the CyberFone portfolio that it represents diversification in both its ability to generate revenue and in the breadth of its base of licensees." said Doug Croxall, Chief Executive Officer of Marathon Patent Group. "We see portfolios like it as the foundation of Marathon's growth strategy. We are also working with IPNav to identify other industries and potential licensees for the CyberFone portfolio."

About Marathon Patent Group

Marathon Patent Group® ("Marathon") is an intellectual property services and monetization company that serves a wide range of patent holders and technologies from Fortune 500 to independent inventors. Marathon provides clients advice and services that enable them to realize financial and strategic return on their IP rights. Marathon serves clients through two complementary 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. Marathon is based in Alexandria, Virginia. www.marathonpg.com

About IPNav

IPNav is the world's leading full-service patent monetization firm, helping forward-thinking corporations, universities, organizations, and individuals profit from innovation. IPNav's integrated, end-to-end solution turns idle IP assets into revenue streams. Using its proprietary Patent Monetization Platform, IPNav unlocks the value trapped in our clients' IP portfolios -- with timetables and objectives set by the client. Based in Dallas, IPNav has offices in Dublin, Paris, Shanghai, and Tel Aviv. www.ipnav.com

Forward Looking Statements

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