

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

FORM 10-K /A  
(Amendment No. 2)

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

For the fiscal year ended December 31, 2013  
or

TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 000-54652

**MARATHON PATENT GROUP, INC.**

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of Incorporation or organization)

01-0949984

(I.R.S. Employer Identification No.)

2331 Mill Road, Suite 100, Alexandria, VA

(Address of principal executive offices)

22314

(Zip Code)

Registrant's telephone number, including area code (703) 232-1701

Securities registered under Section 12(g) of the Exchange Act:  
Common Stock \$0.0001 par value per share  
(Title of class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act.

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers in response to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendments to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter.

As of June 30, 2013, the aggregate market value of voting stock held by non-affiliates of the registrant, based on the closing sales price of Common Stock on June 28, 2013, was approximately \$18 million. As of March 28, 2014, the registrant had 5,489,593 shares of Common Stock outstanding.

### **EXPLANATORY NOTE**

We are filing this Amendment No. 2 on Form 10-K/A to our Annual Report on Form 10-K for the fiscal year ended December 31, 2013, as originally filed with the Securities and Exchange Commission (the "SEC") on March 31, 2014 (the "Original Filing"). We are filing this in response to communications with the SEC in connection with a confidential treatment request with respect to Exhibits 10.59 of the Original Filing. Item 15 of Part IV of Form 10-K is hereby amended to include a revised redacted version of Exhibits 10.59. The new Exhibit 10.59 is the only change being made to our Form 10-K.

In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended, new certifications by our principal executive officer and principal financial officer are filed as exhibits 31.3 and 31.4 to this Form 10-K/A.

This Amendment No. 2 does not change any of the other information contained in the Original Filing. Other than as specifically set forth herein, this Amendment No. 2 continues to speak as of the date of the Original Filing and we have not updated or amended the disclosures contained therein to reflect events that have occurred since the date of the Original Filing. Accordingly, this Amendment No. 2 should be read in conjunction with our filings made with the SEC subsequent to the date of the Original Filing.

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**PART IV**

**ITEM 15. EXHIBITS**

*(a)(1) Financial Statements*

See Index to Consolidated Financial Statements appearing on page F-1 of the Original Filing.

*(a)(2) Financial Statement Schedules*

Schedule II- See Index to Consolidated Financial Statements appearing on page F-1 of the Original Filing.

Financial statement schedules not filed herein have been omitted as they are not applicable or the required information or equivalent information has been included in the financial statements or the notes thereto.

*(a)(3) Exhibits*

See Exhibit Index attached hereto and incorporated by reference herein.

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<b>Exhibit No.</b>	<b>Description</b>
3.1	Amended and Restated Articles of Incorporation of the Company (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on December 9, 2011)
3.2	Amended and Restated Bylaws of the Company (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on December 9, 2011)
3.3	Certificate of Amendment to Articles of Incorporation (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on February 20, 2013)
3.4	Certificate of Amendment to Amended and Restated Articles of Incorporation (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the SEC on February 20, 2013)
10.1	Form of Option Agreement (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.2	Form of Promissory Note (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC on January 30, 2012)
10.3	Share Exchange Agreement (Incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.4	Form of Warrant (Incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed with the SEC on January 30, 2012)
10.5	Agreement of Conveyance, Transfer and Assignment of Assets and Assumptions of Obligations (Incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed with the SEC on January 30, 2012)
10.6	Stock Purchase Agreement for Split-Off (Incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K filed with the SEC on January 30, 2012)
10.7	Form of Subscription Agreement (Incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.8	Employment Agreement between the Company and George Glasier (Incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K filed with the SEC on January 30, 2012)
10.9	Form of Consulting Agreement (Incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed with the SEC on January 30, 2012)
10.10	Form of Director Warrant (with vesting) (Incorporated by reference to Exhibit 10.10 to the Current Report on Form 8-K filed with the SEC on January 30, 2012)
10.11	Form of Directors and Officers Indemnification Agreement (Incorporated by reference to Exhibit 10.11 to the Current Report on Form 8-K filed with the SEC on January 30, 2012)
10.12	Mining Lease Agreement by and between Kyle Kimmerle and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.12 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.13	Mining Lease Agreement by and between Charles Kimmerle and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.13 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.14	Mining Lease Agreement by and between Kimmerle Mining LLC and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.14 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.15	Mining Lease Agreement by and among Kyle Kimmerle, David Kimmerle and Charles Kimmerle and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.15 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.16	Mining Lease Agreement by and among Kyle Kimmerle, Kimmerle Mining LLC and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed with the SEC on March 16, 2011)
10.17	Mining Lease Agreement by and between David Kimmerle and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.17 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.18	Mining Lease Agreement by and between B-Mining Company and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.18 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.19	Mining Lease Agreement by and between Carla Rosas Zepeda and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.19 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.20	Mining Lease Agreement by and between Andrews Mining LLC and the Company, dated November 2, 2011 (Incorporated by reference to Exhibit 10.20 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.21	Lease Assignment/Acceptance Agreement by and between Nuclear Energy Corporation LLC and the Company, dated December 28, 2011 (Incorporated by reference to Exhibit 10.21 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.22	Rental Agreement by and between the Company and Silver Hawk Ltd., dated January 1, 2012 (Incorporated by reference to Exhibit 10.22 to the Current Report on Form 8-K filed with the SEC on March 14, 2011)
10.23	Mining Claim & Lease Sale/Purchase Agreement (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on March 14, 2012)
10.24	Option Agreement for Purchase of Mining Claims (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on March 15, 2012)
10.25	Forms of Quitclaim Deed (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC on March 15, 2012)
10.26	Agreement with California Gold Corp., dated March 19, 2012 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on March 23, 2012)
10.27	Consulting Agreement, dated January 26, 2012 (Incorporated by reference to Exhibit 10.23 to the Current Report on Form 8-K filed with the SEC on April 10, 2012)
10.28	Rescission Agreement dated as of June 11, 2012 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on June 15, 2012)
10.29	Assignment Agreement dated as of June 11, 2012 (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC on June 15, 2012)

10.30	Employment Agreement between the Company and John Stetson dated August 3, 2012 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on August 7, 2012)
10.31	Employment Agreement between the Company and Mark Groussman dated August 3, 2012 (Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC on August 7, 2012)
10.32	Share Exchange Agreement (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on November 20, 2012)
10.33	Employment Agreement between the Company and Doug Croxall (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on November 20, 2012)
10.34	Consulting Agreement with C&H Capital, Inc. (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the SEC on November 20, 2012)
10.35	Form of Indemnification Agreement between the Company and Doug Croxall (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the SEC on November 20, 2012)
10.36	Form of Subscription Agreement (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on December 28, 2012)
10.37	Form of Warrant (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on December 28, 2012)
10.38	Form of Registration Rights Agreement (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the SEC on December 28, 2012)
10.39	Employment Agreement between the Company and John Stetson dated January 28, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on January 29, 2013)
10.40	Employment Agreement between the Company and Nathaniel Bradley dated March 1, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on March 6, 2013)
10.41	Employment Agreement between the Company and James Crawford dated March 1, 2013 (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on March 6, 2013)
10.42	Independent Director Agreement between the Company and Craig Nard dated March 8, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on March 11, 2013)
10.43	Independent Director Agreement between the Company and William Rosellini dated March 8, 2013 (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on March 11, 2013)
10.44	Merger Agreement dated as of April 22, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on April 26, 2013)
10.45	Form of Promissory Note (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on April 26, 2013)
10.46	Form of Registration Rights Agreement (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the SEC on April 26, 2013)
10.47	License Agreement (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, filed with the SEC on April 26, 2013)
10.48	Merger Agreement dated as of May 1, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on May 3, 2013)
10.50	Form of Securities Purchase Agreement (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on June 3, 2013)
10.51	Form of Warrant (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, filed with the SEC on June 3, 2013)
10.52	Form of Registration Rights Agreement (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, filed with the SEC on June 3, 2013)
10.53	Separation and Release Agreement between the Company and Nathaniel Bradley dated June 19, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on June 24, 2013)
10.54	Lease Agreement by and between Westwood Gateway II LLC and the Company dated October 14, 2013 (Incorporated by reference to Exhibit 10.54 to the Company's Annual Report on 10-K, filed with the SEC on March 31, 2014)
10.55	Patent Purchase Agreement by and between Delphi Technologies, Inc. and Loopback Technologies, Inc. dated October 31, 2013 (Incorporated by reference to Exhibit 10.55 to the Company's Annual Report on 10-K, filed with the SEC on March 31, 2014)
10.56	Amendment No. 1 to the Executive Employment Agreement between the Company and Doug Croxall dated November 18, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on November 22, 2013)
10.57	Executive Employment Agreement between the Company and Richard Raisig dated November 18, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on November 22, 2013)
10.58	Consulting Agreement between the Company and Jeff Feinberg dated November 18, 2013 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, filed with the SEC on November 22, 2013)
10.59	Amendment to the Patent Purchase Agreement by and between Delphi Technologies, Inc. and Loopback Technologies, Inc. dated December 16, 2013 *+
10.60	Patent Purchase Agreement between TeleCommunication Systems, Inc. and CRFD Research, Inc. dated September 26, 2013 (Incorporated by reference to Exhibit 10.60 to the Company's Annual Report on 10-K/A, filed with the SEC on May 30, 2014)
10.61	Patent Purchase Agreement between Intergraph Corporation and Vantage Point Technology, Inc. dated September 25, 2013 (Incorporated by reference to Exhibit 10.61 to the Company's Annual Report on 10-K/A, filed with the SEC on May 30, 2014)
10.62	Advisory Services Agreement between the Company and IP Navigation Group, LLC dated May 13, 2013 (Incorporated by reference to Exhibit 10.62 to the Company's Annual Report on 10-K/A, filed with the SEC on May 30, 2014)
14.1	Code of Business Conduct and Ethics (Incorporated by reference to Exhibit 14.1 to the Company's Annual Report on 10-K, filed with the SEC on March 31, 2014)
21.1	List of Subsidiaries (Incorporated by reference to Exhibit 21.1 to the Company's Annual Report on 10-K, filed with the SEC on March 31, 2014)
23.1	Consent of KBL, LLP*
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 *
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 *

32.1	Section 1350 Certification of the Chief Executive Officer *
32.2	Section 1350 Certification of the Chief Financial Officer *

\* Filed herewith.

+ Portions of this exhibit have been omitted pursuant to a request for confidential treatment. The omitted portions have been separately filed with the Securities and Commission.

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**AMENDMENT TO THE PATENT PURCHASE AGREEMENT**

This Amendment to Patent Purchase Agreement (the “**Amendment**”) is entered into as of December 16, 2013 (the “**Effective Date**”) by and between Delphi Technologies, Inc., a Delaware corporation, having offices at 5725 Delphi Dr., Troy, MI 48098-2815 (“**Seller**”) and Loopback Technologies, Inc., a Delaware corporation, having offices at 2331 Mill Road, Suite 100, Alexandria, VA 22314 (“**Purchaser**”). Each of Delphi and Loopback is a “**Party**” and together, the “**Parties**.”

WHEREAS, Seller and Purchaser are parties to that certain Patent Purchase Agreement, dated October 31, 2013 (the “**PPA**,” all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the PPA);

WHEREAS, under the PPA, Seller agreed to sell and Purchaser agreed to purchase all right, title and interest to the Acquisition Patents; and

WHEREAS, Seller and Purchaser have agreed to amend certain commercial terms of the PPA as set forth in more detail herein;

NOW THEREFORE, Seller and Purchaser have agreed to amend the PPA as follows:

1. Section 2.1 shall be stricken and replaced in its entirety with the following:

“2.1       “**Acquisition Patents**” means the Patent Families and Expiring Patent Families listed on Exhibit A-1 hereto, as the same shall be finalized at Closing in accordance with Section 3.3 below.”

2. A new Section 2.8 is added as follows:

“2.8       “**Expiring Patent Families**” means a Patent Family containing one or more Patents set to expire prior to December 31, 2016.”

3. Section 3.1 shall be stricken and replaced in its entirety with the following:

“3.1       As of the Effective Date, (i) Exhibit A-1, Table 1 identifies the Patent Families and (ii) Exhibit A-1, Table 2 identifies the Expiring Patent Families that Purchaser is contemplating acquiring at Closing (as defined below).”

4. Section 3.2 shall be stricken and replaced in its entirety with the following:

“3.2       Document Delivery. As soon as reasonably practicable after the Effective Date, Seller shall send to Purchaser, via Federal Express or other reliable overnight delivery service or by hand delivery, all prosecution files and all other documents, communications and files (electronic or otherwise) regarding the ownership, prosecution, maintenance and enforcement of (i) the Patent Families identified in Exhibit A-1, Table 1 and (ii) the Expiring Patent Families identified in Exhibit A-1, Table 2 on the Effective Date, to the extent the same are in the possession or control of the patent department and legal department of Seller (and any other relevant department of Seller likely to have Documents), any affiliate of Seller or their respective counsel, agents or related parties, including, but not limited to those documents listed on the Document Request Form attached hereto as *Exhibit C* (collectively, the “**Documents**”). At Closing, Seller will certify that it has conducted (or caused to be conducted on its behalf) a commercially reasonable search for any and all Documents related to the Acquisition Patents in the possession or control of the patent department of Seller, any affiliate of Seller or their respective counsel, agents or related parties, has delivered the same to the Purchaser by signing and delivering the affidavit attached to the Document Request Form as Attachment 1 or alternatively, the affidavit attached to the Document Request Form as Attachment 2.”

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

5. Section 3.3 of the PPA shall be stricken and replaced in its entirety with the following:

“3.3 At Closing, Purchaser shall confirm Exhibit A-1 as the final list of Acquisition Patents.”

6. Section 3.4 shall be stricken and replaced in its entirety with the following:

“3.4 Notwithstanding Seller’s delivery obligations under Section 3.2 above, in the event that a Document related to ownership, prosecution, maintenance, prior art, validity or Seller’s enforcement of a Patent is discovered at any time following the Closing that was not provided to Purchaser in accordance with Section 3.2 above or a Document was otherwise knowingly withheld (any such Document, an “**Undisclosed Document**”), Seller will promptly provide to Purchaser the Undisclosed Document; and

(a) To the extent that an Undisclosed Document is material to any of the Acquisition Patents (including but not limited to, the validity or enforceability thereof or chain of title thereto) (each, an “**Impacted Patent**”), in addition to of any other rights or remedies Purchaser may have under law or this Agreement, Purchaser shall be entitled to demand and Seller will promptly pay, a refund of a portion of the Purchase Price for each Impacted Patent as follows: (i) to the extent an Impacted Patent is one of the Patent Families listed on Exhibit A-1, Table 1, the refund amount shall be \*for each such Impacted Patent and (ii) to the extent an Impacted Patent is one of the Expiring Patent Families listed on the Exhibit A-1, Table 2, the refund amount shall be \* for each such Impacted Patent. Notwithstanding the foregoing, in the event US Patent No. \*.

(b) In the event of a refund of a portion of the Purchase Price for an Acquisition Patent is effected, pursuant to Section 3.4(a), Purchaser will assign ownership to Seller of the Acquisition Patents within the pertinent Patent Family. In the event that Purchaser has received any revenues from third parties attributable to such pertinent Patent Family, [\*] of such revenues will be deemed paid on account of that portion of the Purchase Price to be refunded.”

7. Section 4.1 shall be stricken and replaced in its entirety with the following:

“4.1 In addition to all other consideration to which Seller is entitled hereunder, Purchaser shall pay to Seller the sum of One Million Seven Hundred Thousand U.S. Dollars (\$1,700,000) (the “**Purchase Price**”) as consideration for the sale, assignment, transfer and conveyance of the Assigned Patent Rights to Purchaser under this Agreement. Subject to the Closing, the Purchase Price shall be paid on the Closing Date (as defined below).”

8. Section 7.1 shall be stricken and replaced in its entirety by the following:

“7.1 At the Closing, to the extent that there is (i) any amendment or material change to the representations and/or warranties of Seller as provided herein (and any related Exhibits), Seller shall bring down its representations and warranties as of immediately prior to the Closing Date (the “**Bring Down Schedule**”) and deliver such Bring Down Schedule to Purchaser or (ii) no such amendment or material change to the representations and/or warranties of Seller as provided herein, Seller shall provide written confirmation that no such amendments or materials changes so exist (the “**Bring Down Certification**”).”

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

9. Section 7.2 shall be stricken and replaced in its entirety by the following:

“7.2 Further Assurance and Seller Covenants. At the reasonable request of Purchaser, Seller will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including execution, acknowledgment and recordation of other such papers for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby. Without limiting the foregoing, Seller will direct its counsel to work cooperatively with Purchaser’s counsel, in a timely manner and, in any event, as soon as practical, as set forth in subsections (a) and (b) below. To induce Seller to enter into this Agreement, Purchaser will conduct its business in accordance with good business practices.”

(a) Notwithstanding anything to the contrary herein, in the event that Seller is contacted by any third party or receives any request from a third party (i.e., subpoena, interrogatory, deposition request and the like) for information related to the Acquisition Patents (a “*Third Party Request*” and “*Requested Materials*”, as applicable), Seller shall (i) promptly (and in any event, within forty-eight hours of Seller’s receipt of a Third Party Request, provide Purchaser with a copy of such Third Party Request; (ii) refrain from any discussions with such third party with respect to Purchaser or the Assigned Patent Rights prior to discussing the Third Party Request with Purchaser; (iii) provide Purchaser with a copy of (1) all Requested Materials in the possession of Seller and its agents and (2) a draft of Seller’s proposed response with sufficient time for Purchaser to review and discuss with Seller a revised response prior to the deadline set in the Third Party Request (and in any event, no less than seven (7) days prior to such deadline); and (iv) use all legitimate and legal means available to minimize disclosure to third parties, including without limitation, seek a confidential treatment request or protective order whenever appropriate or available. To the extent that there is any disagreement between Seller and Purchaser as to whether any Requested Materials are privileged or otherwise subject to the common interest doctrine, it is hereby agreed that Purchaser shall have the sole decision making authority with regard to a Third Party Request and the disclosure of any Requested Materials and Seller shall at all times act in accordance with Purchaser’s instructions in such regard. For the avoidance of doubt, Seller shall not disclose any Requested Materials or submit any response to a Third Party Request other than as instructed by Purchaser. Purchaser hereby agrees to indemnify Seller against any monetary sanctions imposed against Seller by a court of competent jurisdiction that are the result of Seller’s compliance with Purchaser’s instructions in connection with a Third Party Request.

(b) Seller hereby consents that any inventors under the Acquisition Patents (including for the avoidance of doubt, any inventors currently employed by Seller) may be retained by Purchaser’s counsel as consultants in accordance with Section 7.3 and further that Seller shall not object to nor impede such inventors, or current and former employees of Seller from being called as witnesses by Purchaser.”

10. Section 10.12 shall be amended to delete the reference to Exhibit A-2 (“Available Patents”).

11. Exhibit A-1 (“Acquisition Patents”) shall be removed in its entirety and shall be replaced by the new Exhibit A-1, attached hereto.

12. Exhibit A-2 (“Available Patents”) shall be removed in its entirety.

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

13. Exhibit C shall be removed in its entirety and shall be replaced by the new Exhibit C, attached hereto.

14. Exhibit G shall be removed in its entirety and shall be replaced by the new Exhibit G, attached hereto.

15. Except as expressly addressed by this Amendment, all terms and conditions of the PPA shall remain in full force and effect.

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

**In Witness Whereof**, the Parties have caused this Amendment to be executed effective as of the Effective Date by their respective duly authorized representatives.

DELPHI TECHNOLOGIES, INC.

By: /s/ John Carney

Name: John Carney

Title: Vice President

LOOPBACK TECHNOLOGIES, INC.

By: /s/ Doug Croxall

Name: Doug Croxall

Title: CEO

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

Exhibit A-1

Acquisition Patents

<b>TABLE 1</b>			
<b>Docket No.</b>	<b>App. No.</b>	<b>Patent No.</b>	<b>Patent Title</b>
H-195076	08/762,090	5714927	<i>Method of improving zone of coverage response of automotive radar</i>
H-196686	08/695,814	5999871	<i>Control method for variable level airbag inflation</i>
H-198088	08/868,338	6012007	<i>Occupant detection method and apparatus for air bag system</i>
H-195546	08/566,029	5732375	<i>Method of inhibiting or allowing airbag deployment</i>
H-199337	08/927,588	5801619	<i>Analog signal processing system and decision logic for controlling airbag deployment</i>
H-195425	08/610,021	6175299	<i>Analog signal processing system for determining airbag deployment</i>
H-203655	09/192,523	6219606	<i>Restraint deployment control method having a delayed adaptable deployment threshold</i>
H-204666	09/309,848	6151540	<i>Dynamic occupant position detection system and method for a motor vehicle</i>
DP-307226	09/607,302	6369703	<i>Tire pressure monitor and location identification system</i>
H-301685	09/648,972	6434486	<i>Technique for limiting the range of an object sensing system in a vehicle</i>
H-197550	08/795,999	5954775	<i>Dual rate communication protocol</i>
DP-307541	10/229,832	7178139	<i>Executable file system for an embedded computer</i>
H-306355	10/214,048	6775601	<i>Method and control system for controlling propulsion in a hybrid vehicle</i>
<b>TABLE 2 - Expiring Patents</b>			
H-169208	08/208,322	5463374	<i>Method and apparatus for tire pressure monitoring and for shared keyless entry control</i>
H-174858	08/205,464	5418722	<i>SIR deployment method with rough road immunity</i>
H-189703	08/326,899		<i>Method and apparatus for tire pressure monitoring with user activated identification code sign up</i>

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

*Exhibit C*

**DOCUMENT REQUEST FORM**

\_\_\_\_\_, 2013

Delphi Technologies, Inc.  
5725 Delphi Drive, Troy  
MI 48098-2815 USA

Attn: John Carney

**Re: Documents related to the Patent Families as Listed on Exhibit A-1 to the Proposed Purchase Agreement between Loopback Technologies, Inc. and Delphi Technologies, Inc.**

Dear Mr. Carney:

Reference is made to the proposed purchase agreement (“Agreement”) between Loopback Technologies, Inc. (“Purchaser”) and Delphi Technologies, Inc. (“Seller”). Defined terms used in this letter are as defined in the Agreement. Purchaser has requested, pursuant the Agreement that Seller deliver originals of the Documents (or to the extent such originals cannot be provided, true copies thereof) and/or confirm to Purchaser that there are no other Documents in the custody or control of Seller, its agents, counsel or related parties.

For purposes of clarification only, and without derogating from the definition of Documents set forth in the Agreement, below is a non-exclusive list of documents that fall within this description. Pursuant to the Agreement, Purchaser requests that Seller conduct a thorough and diligent search for all Documents in its custody or control, and that of its agents, counsel or related parties, including, but not limited to, such Documents which are listed below.

1. File histories including
  - a. Prosecution file history for the Patent Families listed in Exhibit A-1 of the Agreement (“Patents”), including:
    - i. File histories of any Patent
    - ii. File histories of any parent, child or other related patents/applications (i.e. those that claim priority to any Patent or that any Patent either claims priority to and/or incorporates by reference) – regardless of whether they are listed in the Exhibits to the Agreement and regardless of whether the related patents are abandoned or alive
    - iii. All communications retained in the files with, by and to prosecution counsel or agent with respect to the Patents
    - iv. File-stamped copies of all assignment records for all Patents (including copies of all supporting documentation) to the extent retained in the files
  - b. Any prior art references that have been retained in the files
  - c. Pre-filing documents retained in the files such as:
    - i. Invention disclosure records
    - ii. Inventor notebooks
    - iii. Memos, notes, letters, emails etc. requesting that a patent application be prepared
    - iv. Memos, notes, letters, emails etc. discussing the decision of whether to file a patent application
    - v. Memos, notes, letters, emails etc. discussing or describing any products that the proposed invention relates to
    - vi. Documents, including without limitation any memos, notes, letters, emails, presentations, etc. related to or arising from any efforts to create products based on the proposed inventions, relating to the design, development, marketing, sale, offers for sale, public disclosure, or ownership of the products, the proposed inventions and/or patents, including any agreements with third parties (e.g. joint development (or similar) agreements or non-disclosure agreements).

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

- vii. All documents related to the conception, reduction to practice, or development of the invention.
- d. Post-issuance documents such as:
  - i. Ribbon copies of the Patents
  - ii. Certificates of correction and related documents (notes, memos etc related to requests for correction)
  - iii. Re-examinations; reissues; post grant review/challenges
  - iv. Memos regarding payment of maintenance fees and/or annuities (including recommendations of whether or not to pay maintenance fees)
- 2. Any agreements granting any rights under the Patents (including without limitation any licenses, releases, covenants not to sue or any other grant or right) related to or arising from the Patents and applications (including the related patents and applications described in 1.a.i.). Without limiting the foregoing, Seller is requested to provide an example, sample or representative agreement reflecting the terms and conditions contained in the "Pre-existing Licenses" including but not limited to those Pre-existing Licenses identified on Exhibit G of the Agreement.
- 3. Any documents discussing enforcement, threatened enforcement, investigation of infringement, licensing (including all offers to license), liens or charges, valuation, granting any rights under any of the claims of the acquired patents (including releases, covenants not to sue or any other grant or right) or other monetization related to or arising from the Patents (regardless of whether they are listed in Exhibit I as described in 1.a.ii. above) including:
  - a. Documents that relate in any way to an evaluation of the Patents including without limitation documents that relate to strengths, weaknesses etc of the enforceability and/or validity of the patents, infringement and/or non-infringement of any specific entity or by industries in general
  - b. Documents that relate to the enforceability of the Patents
  - c. Documents that relate to the validity of the Patents
  - d. Documents that either are, or discuss a damages analysis regarding any of the Patents
- 4. Any documents related to marking of patented articles including articles made by Seller that were or should have been marked, and marking requirements (including steps taken to enforce marking requirements) in any agreements identified pursuant to request 2 above
- 5. Assignments of the Patents (regardless of whether they are listed in Exhibit I as described in 1.a.ii. above)
- 6. Any documents relating to governmental incentives or other programs relating to the technology underlying the Patents.
- 7. Names of law firms and/or individual lawyers involved in any of the Patents so that the privileged nature of any produced documents can be determined
- 8. Documents related to each named inventor of the Patents (redacted as necessary to preserve information of a personal nature not essential to the evaluation of the Patents) including:
  - a. Employment agreements with each inventor
  - b. Patent Assignments signed by each inventor
  - c. Invention Assignments signed by each inventor
  - d. Employment/HR records of each inventor –
  - e. Separation agreements signed by any inventor
- 9. A list of any proceedings or actions before any governmental entity (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) in which claims are being or were raised relating to the validity, enforceability, scope, ownership or infringement of any of the Patents
- 10. Confirmation in writing that with respect to each Patent, it is currently in compliance with the legal requirements (including payment of filing, examination and maintenance fees and filing of any necessary oaths, proofs of use or other documents) for maintaining, registering, filing, certifying or otherwise perfecting or recording the same with or by such governmental entity, and, if not, the steps required to bring such item into compliance with same.

Seller is further requested to execute the applicable affidavit (either Attachment 1 or 2 hereto) and return the executed copy to Purchaser.

Regards,

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.



AFFIDAVIT

Delphi Technologies, Inc. has conducted a thorough and diligent search for all Documents related to the Acquisition Patents in its custody or control and the custody and control of its agents, counsel and related parties, and has delivered all such Documents to Purchaser. Delphi Technologies, Inc. asserts that to its knowledge, there are no Documents related to the Acquisition Patents that remain in its custody or control, or in the custody or control of its agents, counsel and/or related parties.

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Delphi Technologies, Inc.

A Delaware company

By: \_\_\_\_\_

Name: John Carney

Title: Vice President

Date: \_\_\_\_\_

Address:

Delphi Technologies, Inc.

5725 Delphi Drive, Troy

MI 48098-2815 USA

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

AFFIDAVIT

Delphi Technologies, Inc. has conducted a thorough and diligent search for all Documents related to the Acquisition Patents in its custody or control as well as the custody or control of its agents, counsel or related parties, and to its knowledge, confirms no such Documents related to the Acquisition Patents exist.

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Delphi Technologies, Inc.

A Delaware company

By: \_\_\_\_\_

Name: John Carney

Title: Vice President

Date: \_\_\_\_\_

Address:

Delphi Technologies, Inc.

5725 Delphi Drive, Troy

MI 48098-2815 USA

CERTAIN PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED BASED UPON A REQUEST FOR CONFIDENTIAL TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION.

*Exhibit G*

**PREEXISTING LICENSES**





**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the inclusion of our report dated March 31, 2014, for the years ended December 31, 2013 and 2012, related to the financial statements of Marathon Patent Group, Inc. (Formerly American Strategic Minerals Corporation, which appear in Marathon Patent Group, Inc. on Form 10-K/A (Amendment No. 2) filed on or about June 11, 2014.

/s/ KBL, LLP  
KBL, LLP  
New York, NY  
June 11, 2014





Certification by Chief Executive Officer pursuant to Section 302 of Sarbanes Oxley Act of 2002

I, Doug Croxall, certify that:

1. I have reviewed this report on Form 10-K/A in respect of the period covered by this report of Marathon Patent Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 12, 2014

/s/ Doug Croxall

Doug Croxall  
Chief Executive Officer

(Principal Executive Officer)



Certification by Chief Financial Officer pursuant to Section 302 of Sarbanes Oxley Act of 2002

I, Francis Knuettel II, certify that:

1. I have reviewed this report on Form 10-K/A in respect of the period covered by this report of Marathon Patent Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 12, 2014

/s/ Francis Knuettel II

Francis Knuettel II  
Chief Financial Officer

(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Marathon Patent Group, Inc., a Nevada corporation (the "Company"), on Form 10-K/A for the period ended December 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Doug Croxall, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: June 12, 2014

/s/ Doug Croxall

Doug Croxall Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Marathon Group, Inc., a Nevada corporation (the "Company"), on Form 10-K/A for the period ended December 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Francis Knuettel II, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: June 12, 2014

/s/ Francis Knuettel II

Francis Knuettel II  
Chief Financial Officer

(Principal Financial and Accounting Officer)