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

FORM 10-K /A

(Amendment No. 1)

[X] **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	**01-0949984**
(State or other jurisdiction of Incorporation or organization)	(I.R.S. 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) 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 [X]

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 [X] 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 [X] 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 From 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 [X]

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

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.

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EXPLANATORY NOTE

We are filing this Amendment No. 1 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 Amendment in response to a comment letter received from the SEC (the "Comment Letter") in connection with its review of the Original Filing. In response to the SEC Comment Letter, changes and revisions have been made to the following items: Item 1. Business; Item 1A. Risk Factors; Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations; Item 8. Financial Statements and Supplementary Data; and Item 15. Exhibits and Financial Statement Schedules. These revised items are filed herewith in this amended report in their entirety.

As a result of this Amendment No. 1, we are also filing as exhibits the certifications required under Section 302 and Section 906 of the Sarbanes-Oxley Act of 2002.

This Amendment No. 1 does not change any of the other information contained in the Original Filing. Other than as specifically set forth herein, this Amendment No. 1 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. 1 should be read in conjunction with our filings made with the SEC subsequent to the date of the Original Filing.

FORWARD LOOKING STATEMENTS

This Annual Report on Form 10-K and other written and oral statements made from time to time by us may contain so-called “forward-looking statements,” all of which are subject to risks and uncertainties. Forward-looking statements can be identified by the use of words such as “expects,” “plans,” “will,” “forecasts,” “projects,” “intends,” “estimates,” and other words of similar meaning. One can identify them by the fact that they do not relate strictly to historical or current facts. These statements are likely to address our growth strategy, financial results and product and development programs. One must carefully consider any such statement and should understand that many factors could cause actual results to differ from our forward looking statements. These factors may include inaccurate assumptions and a broad variety of other risks and uncertainties, including some that are known and some that are not. No forward looking statement can be guaranteed and actual future results may vary materially.

Information regarding market and industry statistics contained in this Annual Report on Form 10-K is included based on information available to us that we believe is accurate. It is generally based on industry and other publications that are not produced for purposes of securities offerings or economic analysis. We have not reviewed or included data from all sources. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties accompanying any estimates of future market size, revenue and market acceptance of products and services. We do not assume any obligation to update any forward-looking statement. As a result, investors should not place undue reliance on these forward-looking statements.

As used in this annual report, the terms “we”, “us”, “our”, the “Company”, “Marathon Patent Group, Inc.” and “MARA” mean Marathon Patent Group, Inc. and its subsidiaries, unless otherwise indicated.

ITEM 1. BUSINESS

Our business is to acquire patents and patent rights and to monetize the value of those assets to generate revenue and profit for the Company. We acquire patents and patent rights from their owners, who range from individual inventors to Fortune 500 companies. Part of our acquisition strategy is to acquire patents and patent rights that cover a wide-range of subject matter, which allows us to achieve the benefits of a growing diversified portfolio of assets. Generally, the assets we acquire are characterized by having large identifiable companies who are or have been using technology that infringes our patent rights. We generally monetize our portfolio of assets by initiating enforcement activities against any infringing parties with the objective of entering into a standard form of comprehensive settlement and license agreement that may include the granting of non-exclusive retroactive and future rights to use the patented technology, a covenant not to sue, a release of the party from certain claims, the dismissal of any pending litigation and other terms that are appropriate in the circumstances. Our strategy has been developed with the expectation that it will result in a long-term, diversified revenue stream for the Company.

As of December 31, 2013, we owned a patent portfolio consisting of 118 U.S. and foreign patents and 5 patent applications. During the second quarter of 2013, we began generating revenue from our patent portfolio.

We were incorporated in the State of Nevada on February 23, 2010 under the name “Verve Ventures, Inc.” On December 7, 2011, we changed our name to “American Strategic Minerals Corporation” and were primarily engaged in exploration and potential development of uranium and vanadium minerals business. During June 2012, we decided to discontinue our uranium and vanadium minerals business and engaged in the business of acquiring, renovating, and selling real estate properties located within the areas of Southern California. On November 14, 2012, we acquired all the intellectual property rights of Sampo. On November 14, 2012, we decided to discontinue our real estate business. Our principal office is located at 2331 Mill Road, Suite 100, Alexandria, VA 22314. Our telephone number is (703) 232-1701. We also have an office at 11100 Santa Monica Blvd., Suite 380, Los Angeles, CA 90025.

Industry Overview and Market Opportunity

Under U.S. law, an inventor or patent owner has the right to exclude others from making, selling or using their patented invention. Unfortunately, in the majority of cases, infringers are generally unwilling, at least initially, to negotiate or pay reasonable royalties for their unauthorized use of third-party patents and will typically fight any allegations of patent infringement. Inventors and/or patent holders, without sufficient legal, financial and/or expert technical resources to bring and continue the pursuit of legal action, may lack credibility in dealing with potential licensees and as a result, are often ignored. As a result of the common reluctance of patent infringers to negotiate and ultimately take a patent license for the use of third-party patented technologies, patent licensing and enforcement often begins with the filing of patent enforcement litigation. However, the majority of patent infringement contentions settle out of court based on the strength of the patent claims, validity, and persuasive evidence and clarity that the patent is being infringed.

Due to the relative infancy of the IP monetization industry, we believe that the absolute size of our market opportunity is very significant but difficult to quantify.

Business Model and Strategy – Overview

Our business model encompasses two main elements: (1) the identification, analysis and acquisition of patents and patent rights; and (2) the generation of revenue from the acquired patents or patent rights.

Typically, we compensate the patent seller through a cash fee paid upon the acquisition of the patents or patent rights as well as the assignment of the patents or patent rights to us or one of our operating subsidiaries. Additionally, a patent seller may also seek to receive compensation through participation in the monetization revenue generated by us from the patents or patent rights. The patent seller may also receive compensation through a combination of both cash and revenue participation.

Key Factors of Our Business Model

Diversification within the Asset Class

As of December 31, 2013, we owned 118 U.S. and foreign patents and 5 patent applications. We intend to add more patents and patent applications for the purpose of generating licensing revenues. By owning multiple patent assets, we will continue to be diversified in both the types of patents that we own as well as the frequency and size of the monetization revenue generated. This diversification prevents us from having to rely on a single patent, or patent family to generate all of our revenue. Additionally, by commencing multiple settlement and licensing campaigns with our different patent assets, we intend to generate frequent revenue events through the execution of multiple settlement and licensing agreements. Our diversification of patent assets and revenue generation allows us to avoid the binary risk that can be associated with owning a single patent asset that typically generates a single stream of licensing revenue.

Supply of Patent Acquisition Opportunities

We have worked to establish a supply of patent acquisition opportunities with patent brokers and dealers, with individual inventors and patent owners, as well as with large corporations who own patent portfolios. Service providers, such as patent prosecution and litigation attorneys and patent licensing professionals have also become key suppliers of patent opportunities. An example of a key supplier of patent opportunities is IP Navigation Group LLC (“IP Nav”). We have received a significant amount of our patent acquisition opportunities from our relationship with IP Nav. We intend to continue to add to our patent acquisition opportunities by increasing the number of third parties that we work with when reviewing potential patent acquisition opportunities. Additionally, we intend to seek opportunities to acquire patents from companies and patent owners that are in industry sectors that we have not acquired patents from in the past.

Patent Portfolio Evaluation

We follow a disciplined due diligence approach when analyzing potential patent acquisitions. Each opportunity to acquire a patent portfolio can vary based on the amount and type of patent assets, the complexity of the underlying inventions, and the analysis of the industries in which the invention is being used.

Subtleties in the language of a patent’s recorded interactions with the patent office and the evaluation of prior art and literature can make significant differences in the potential monetization revenue derived from a patent or patent portfolio. Our specialists are trained and skilled in these areas. It is important to identify potential problem areas, if any, and determine whether potential problem areas can be overcome, prior to acquiring a patent portfolio or launching an effective monetization program. We have developed processes and procedures for identifying problem areas and evaluating the strength of a patent portfolio before the decision is made to allocate resources to an acquisition or to launch an effective monetization effort

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We seek to use third-party experts in addition to our internal management team in the evaluation and due diligence of the patent assets. The combination of our management team and third-party patent attorneys, intellectual property licensing experts, and technology engineers allow us to conduct our tailored patent acquisition and evaluation processes and procedures. We may also leverage the expertise of external specialists and technology consultants. We evaluate both the types and strength of the claims of the patent as well as the file history of the patent.

Finally, prior to making a final decision to acquire a patent asset, we identify and consider potential problem areas, if any, and determine whether any potential problem areas can be overcome prior to acquiring a patent portfolio or launching an effective monetization program. Additionally, we identify potential infringers; industries within which the potential infringers exist; longevity of the patented technology; and a variety of other factors that directly impact the magnitude and potential success of a licensing and enforcement program.

Commencement of Monetization Campaign

If we complete the due diligence and have determined that the patent acquisition opportunity is worth pursuing, we may enter into final negotiations to acquire the patent assets. The owner of the patent will typically receive an upfront acquisition payment or a portion of the revenue generated from a patent portfolio’s monetization campaign or a combination of the two. Typically, we control the monetization process and use experienced patent litigation professionals on a contingency basis to reduce the potentially high costs associated with patent litigation.

Our due diligence process may also identify potential infringers who are using the acquired patent assets in an unauthorized manner. We generate, or have had others generate on our behalf, presentations that identify the potentially infringing technologies. Furthermore, we present an analysis of the claims of our patents and demonstrate how they apply to companies we believe are using our technologies in their products or services in an unauthorized manner. These presentations can take place in a non-adversarial business setting but can also occur through the litigation process, if necessary.

Our Products and Services

We acquire patents and patent rights from patent holders and work to maximize the value of those patents holdings by conducting and managing monetization campaigns. Some patent holders tend to have limited internal resources and/or expertise to effectively address the unauthorized use of their patented technologies or they simply make the strategic business decision to outsource their intellectual property licensing. Generally, we, or an operating subsidiary, acquires patents or patent rights in exchange for an upfront cash payment or for a percentage of our operating subsidiary's gross recoveries from the monetization campaigns involving the acquired patents or a combination of the two.

Competition

We expect to encounter significant competition from others seeking to acquire interests in intellectual property assets and monetize such assets. This includes an increase in the number of competitors seeking to acquire the same or similar patents and technologies that we may seek to acquire. Most of our competitors have much longer operating histories, and significantly greater financial and human resources than we do. Entities such as Vringo, Inc. (NYSE MKT: VRNG), VirnetX Holding Corp (NYSE MKT: VHC), Acacia Research Corporation (NASDAQ: ACTG), RPX Corporation (NASDAQ: RPXC), and others presently market themselves as being in the business of creating, acquiring, licensing or leveraging the value of intellectual property assets. We expect others to enter the market as the true value of patents and other intellectual property is increasingly recognized and validated. In addition, competitors may seek to acquire the same or similar patents and technologies that we may seek to acquire, making it more difficult and expensive for us to acquire, to monetize and to generate value form those assets.

We also compete with venture capital firms, strategic corporate buyers and various industry leaders for patents and patent rights acquisitions and enforcement opportunities. Most of these competitors have substantially greater financial and human resources than we do. As the market matures, we may find more companies entering the market to pursue similar opportunities, which may reduce our market share in one or more technology industries that we currently rely upon to generate future revenue.

Our Customers

Currently, we define customers as firms that take licenses to the Company's patents, either prior to or during patent litigation. These firms generally enter into non-recurring, non-exclusive, non-assignable license agreements with the Company, and these customers do not generally engage in ongoing, recurring business activity with the Company.

Intellectual Property and Patent Rights

Our intellectual property is primarily comprised of issued patents and pending patents, other patent rights, trade secrets, patented know-how, copyrights and technological innovation.

The Company's patent portfolio includes 118 issued U.S. and foreign patents, and 5 patent applications. The portfolio covers a wide range of industries and technologies, including the following:

- Patents describing collaborative systems that entail centralized communication methods for storing information and pushing notifications to group participants;
- Patents that provide the right to practice specific transactional data processing, telecommunications, network and database inventions, including financial transactions;
- Patents that enable multicasting on Internet protocol networks;
- Patents relating to performance enhancement features and enabling technology within switching communication terminal equipment, and in Private Branch Exchanges (PBXs) in a communication network;
- Patents relating to a wide range of technologies including processor architecture in the mobile device marketplace;
- Patents relating to process automation in the production and resource planning space (ERP) although the patents and their associated claims show a clear relationship with other fields of use;
- Patents that cover key enabling wireless technologies including the transfer of active session among devices and web content transformation into formats compatible with destination devices;
- Patents related to the automotive and related industries in the areas of occupant restraint and safety systems as well as automotive centric communications methodologies including sensing and detection technologies; and
- Patents related to frame relay technologies.

Patent Enforcement Litigation

In the normal course of our business of patent monetization, it is generally necessary for us to initiate litigation in order to commence the process of protecting our patent rights. Such activities are expected to lead to a monetization event. Accordingly, we are, and in the future expect to become, a party to ongoing patent enforcement related litigation alleging infringement by various third parties of certain of the patented technologies owned and/or controlled by us. Litigation is commenced by and managed through the subsidiary that owns the related portfolio of patents or patent rights. In connection with our enforcement activities, we are currently involved in multiple patent infringement cases. As of December 31, 2013, the Company has in suit a total of 57 active defendants, 31 in the District of Delaware, 2 in the Eastern District of Virginia and 24 in the Eastern District of Texas.

Research and Development

We have not expended funds for research and development costs.

Employees

As of December 31, 2013, we had five (5) full-time employees and one (1) part-time employee. We believe our employee relations to be good.

ITEM 1A. RISK FACTORS

There are numerous and varied risks, known and unknown, that may prevent us from achieving our goals. If any of these risks actually occur, our business, financial condition or results of operation may be materially adversely affected. In such case, the trading price of our common stock could decline and investors could lose all or part of their investment.

Risks Related to Our Company

We have changed the focus of our business to acquiring patents and patent rights and monetizing the value of those assets through enforcement campaigns that are expected to generate revenue. We may not be able to successfully monetize the patents that we acquire and thus we may fail to realize all of the anticipated benefits of such acquisitions.

There is no assurance that we will be able to continue to successfully acquire, develop or monetize our patent portfolio. The acquisition of patents could fail to produce anticipated benefits or we could have other adverse effects that we do not currently foresee. Failure to successfully monetize our patents would have a material adverse effect on our business, financial condition and results of operations.

In addition, the acquisition of patent portfolios is subject to a number of risks, including, but not limited to the following:

- There is a significant time lag between acquiring a patent portfolio and recognizing revenue from those patent assets. During that time lag, substantial amounts of costs are likely to be incurred that could have a negative effect on our results of operations, cash flows and financial position; and

- The monetization of a patent portfolio will be a time consuming and expensive process that may disrupt our operations. If our monetization efforts are not successful, our results of operations could be harmed. In addition, we may not achieve anticipated synergies or other benefits from such acquisition.

  We may encounter unforeseen difficulties with our business or operations in the future that may deplete our capital resources more rapidly than anticipated. As a result, we may be required to obtain additional working capital in the future through public or private debt or equity financings, borrowings or otherwise. If we are required to raise additional working capital in the future, such financing may be unavailable to us on favorable terms, if at all, or may be dilutive to our existing stockholders. If we fail to obtain additional working capital, as and when needed, such failure could have a material adverse impact on our business, results of operations and financial condition.

Therefore, there is no assurance that the monetization of our patent portfolios will generate enough revenue to recoup our investment.

We are presently reliant exclusively on the patent assets we acquired from other companies. If we are unable to monetize such assets and generate revenue and profit through those assets or by other means, there is a significant risk that our business would fail.

At the commencement of our current line of business in 2012, we acquired a portfolio of patent assets from Sampo IP LLC ("Sampo"), a company affiliated with our Chief Executive Officer, Douglas Croxall, from which we have generated revenue from enforcement activities and for which we plan to continue to generate enforcement related revenue. On April 16, 2013, we acquired a patent from Mosaid Technologies Incorporated, a Canadian corporation. On April 22, 2013, we acquired a foundational patent portfolio through a merger between CyberFone Acquisition Corp., a Texas corporation and our wholly owned subsidiary and CyberFone Systems LLC, a Texas limited liability company ("CyberFone Systems"). In June 2013, in connection with the closing of a licensing agreement with Siemens Technology, we acquired a patent portfolio from that company. In September 2013, we acquired a portfolio from TeleCommunication Systems and an additional portfolio from Intergraph Corporation. In October 2013, we acquired a patent portfolio from TT IP, LLC. In December 2013, in connection with a licensing agreement with Zhone, we acquired a portfolio of patents from that company. Also, in December 2013, we acquired a patent portfolio from Delphi Technologies, Inc. We plan to generate revenues from our acquired patent portfolios. However, if our efforts to generate revenue from these assets fail, we will have incurred significant losses and may be unable to acquire additional assets. If this occurs, our business would likely fail.

Failure to effectively manage our growth could place strains on our managerial, operational and financial resources and could adversely affect our business and operating results.

Our growth has placed, and is expected to continue to place, a strain on our managerial, operational and financial resources and systems. Further, as our subsidiary companies' businesses grow, we will be required to continue to manage multiple relationships. Any further growth by us or our subsidiary companies, or an increase in the number of our strategic relationships, may place additional strain on our managerial, operational and financial resources and systems. Although we may not grow as we expect, if we fail to manage our growth effectively or to develop and expand our managerial, operational and financial resources and systems, our business and financial results would be materially harmed.

We initiate legal proceedings against potentially infringing companies in the normal course of our business and we believe that extended litigation proceedings would be time-consuming and costly, which may adversely affect our financial condition and our ability to operate our business.

To monetize our patent assets, we generally initiate legal proceedings against likely infringing companies, pursuant to which we may allege that such companies infringe on one or more of our patents. Our viability could be highly dependent on the outcome of the litigation, and there is a risk that we may be unable to achieve the results we desire from such litigation, which failure would substantially harm our business. In addition, the defendants in the litigations are likely to be much larger than us and have substantially more resources than we do, which could make our litigation efforts more difficult.

We anticipate that these legal proceedings may continue for several years and may require significant expenditures for legal fees and other expenses. Disputes regarding the assertion of patents and other intellectual property rights are highly complex and technical. Once initiated, we may be forced to litigate against others to enforce or defend our patent rights or to determine the validity and scope of other party's patent rights. The defendants or other third parties involved in the lawsuits in which we are involved may allege defenses and/or file counterclaims in an effort to avoid or limit liability and damages for patent infringement. If such defenses or counterclaims are successful, they may preclude our ability to derive monetization revenue from the patents. A negative outcome of any such litigation, or one or more claims contained within any such litigation, could materially and adversely impact our business. Additionally, we anticipate that our legal fees and other expenses will be material and will negatively impact our financial condition and results of operations and may result in our inability to continue our business.

***We may seek to internally develop additional new inventions and intellectual property, which would take time and be costly. Moreover, the failure to obtain or maintain intellectual property rights for such inventions would lead to the loss of our investments in such activities*.**

Part of our business may in the future include the internal development of new inventions or intellectual property that we will seek to monetize. However, this aspect of our business would likely require significant amounts of capital and would take time to achieve. Such activities could also distract our management team from its present business initiatives, which could have a material and adverse effect on our business. There is also the risk that such initiatives may not yield any viable new inventions or technology, which would lead to a loss of our investments in time and resources in such activities.

In addition, even if we are able to internally develop new inventions, in order for those inventions to be viable and to compete effectively, we would need to develop and maintain, and we would be heavily reliant upon, a proprietary position with respect to such inventions and intellectual property. However, there are significant risks associated with any such intellectual property we may develop principally including the following:

• patent applications we may file may not result in issued patents or may take longer than we expect to result in issued patents;

• we may be subject to interference proceedings;

• we may be subject to opposition proceedings in the U.S. or foreign countries;

• any patents that are issued to us may not provide meaningful protection;

• we may not be able to develop additional proprietary technologies that are patentable;

• other companies may challenge patents issued to us;

• other companies may have independently developed and/or patented (or may in the future independently develop and patent) similar or alternative technologies, or duplicate our technologies;

• other companies may design around technologies we have developed; and

• enforcement of our patents would be complex, uncertain and very expensive.

We cannot be certain that patents will be issued as a result of any future patent applications, or that any of our patents, once issued, will provide us with adequate protection from competing products. For example, issued patents may be circumvented or challenged, declared invalid or unenforceable, or narrowed in scope. In addition, since publication of discoveries in scientific or patent literature often lags behind actual discoveries, we cannot be certain that we will be the first to make our additional new inventions or to file patent applications covering those inventions. It is also possible that others may have or may obtain issued patents that could prevent us from commercializing our products or require us to obtain licenses requiring the payment of significant fees or royalties in order to enable us to conduct our business. As to those patents that we may acquire, our continued rights will depend on meeting any obligations to the seller and we may be unable to do so. Our failure to obtain or maintain intellectual property rights for our inventions would lead to the loss of our investments in such activities, which would have a material adverse effect on us.

Moreover, patent application delays could cause delays in recognizing revenue from our internally generated patents and could cause us to miss opportunities to license patents before other competing technologies are developed or introduced into the market.

Our future success depends on our ability to expand our organization to match the growth of our subsidiaries.

As our operating subsidiaries grow, the administrative demands upon us and our operating subsidiaries will grow, and our success will depend upon our ability to meet those demands. These demands include increased accounting, management, legal services, staff support, and general office services. We may need to hire additional qualified personnel to meet these demands, the cost and quality of which is dependent in part upon market factors outside of our control. Further, we will need to effectively manage the training and growth of our staff to maintain an efficient and effective workforce, and our failure to do so could adversely affect our business and operating results.

Potential acquisitions may present risks, and we may be unable to achieve the financial or other goals intended at the time of any potential acquisition.

Our future growth depends, in part, on our ability to acquire patented technologies, patent portfolios, or companies holding such patented technologies and patent portfolios. Accordingly, we have engaged in acquisitions to expand our patent portfolios and we intend to continue to explore such acquisitions. Such acquisitions are subject to numerous risks, including the following:

- our inability to enter into a definitive agreement with respect to any potential acquisition, or if we are able to enter into such agreement, our inability to consummate the potential acquisition;
- difficulty integrating the operations, technology and personnel of the acquired entity;
- our inability to achieve the anticipated financial and other benefits of the specific acquisition;
- difficulty in maintaining controls, procedures and policies during the transition and monetization process;
- diversion of our management's attention from other business concerns; and
- failure of our due diligence process to identify significant issues, including issues with respect to patented technologies and patent portfolios, and other legal and financial contingencies.

If we are unable to manage these risks effectively as part of any acquisition, our business could be adversely affected.

Our revenues are unpredictable, and this may harm our financial condition.

From November 12, 2012 to the present, our operating subsidiaries have executed our business strategy of acquiring patent portfolios and accompanying patent rights and monetizing the value of those assets. At December 31, 2013, on a consolidated basis, our operating subsidiaries owned or controlled the rights to over 118 patent assets, which include U.S. patents and certain foreign counterparts, covering technologies used in a wide variety of industries. These acquisitions continue to expand and diversify our revenue generating opportunities. However, due to the nature of our patent monetization business and uncertainties regarding the amount and timing of the receipt of funds from the monetization of our patent assets resulting in part from uncertainties regarding the outcome of enforcement actions, rates of adoption of our patented technologies, outlook for the businesses for defendants, and certain other factors, our revenues may vary substantially from quarter to quarter, which could make our business difficult to manage, adversely affect our business and operating results, cause our quarterly results to fall below market expectations and adversely affect the market price of our common stock.

Our patent monetization cycle is lengthy and costly, and our marketing, legal and sales efforts may be unsuccessful.

We expect our operating subsidiaries to incur significant marketing, legal and sales expenses prior to entering into monetization events that generate revenue for the Company. We will also spend considerable resources educating defendants on the benefits of a settlement with us that may include as one component a non-exclusive license for future use of our patent rights. As such, we may incur significant losses in any particular period before any associated revenue stream begins.

If our efforts to convince defendants of the benefits of a settlement arrangement are unsuccessful, we may need to continue with the litigation process or other enforcement action to protect our patent rights and to realize revenue from those rights. We may also need to litigate to enforce the terms of some existing agreements, protect our trade secrets, or determine the validity and scope of the proprietary rights of others. Enforcement proceedings are typically protracted and complex. The costs are typically substantial, and the outcomes are unpredictable. Enforcement actions will divert our managerial, technical, legal and financial resources from business operations.

Our exposure to uncontrollable outside influences, including new legislation, court rulings or actions by the United States Patent and Trademark Office, could adversely affect our patent monetization activities and results of operations.

Our patent acquisition and monetization business is subject to numerous risks from outside influences, including the following:

New legislation, regulations or rules related to obtaining patents or enforcing patents could significantly increase our operating costs and reduce our revenue.

Our operating subsidiaries acquire patents with enforcement opportunities and spend substantial amounts of resources to enforce those patents. If new legislation, regulations or rules are implemented either by Congress, the U.S. Patent and Trademark Office, or USPTO, or the courts that impact the patent application process, the patent enforcement process or the rights of patent holders, such changes could materially and negatively affect our revenue and expenses and, therefore, our company. Recently, United States patent laws were amended with the enactment of the Leahy-Smith America Invents Act, or the America Invents Act, which took effect on March 16, 2013. The America Invents Act includes a number of significant changes to U.S. patent law. In general, the legislation attempts to address issues surrounding the enforceability of patents and the increase in patent litigation by, among other things, establishing new procedures for patent litigation. For example, the America Invents Act changes the way that parties may be joined in patent infringement actions, increasing the likelihood that such actions will need to be brought against individual allegedly-infringing parties by their respective individual actions or activities. In addition, the America Invents Act enacted a new inter-partes review ("IPR") process at the USPTO which can be used by defendants, and other individuals and entities, to separately challenge the validity of any patent. At this time, it is not clear what, if any, impact the America Invents Act will have on the operation of our patent monetization and enforcement business. However, the America Invents Act and its implementation could increase the uncertainties and costs surrounding the enforcement of our patented technologies, which could have a material adverse effect on our business and financial condition.

In addition, the U.S. Department of Justice, or the DOJ, has conducted reviews of the patent system to evaluate the impact of patent assertion entities on industries in which those patents relate. It is possible that the findings and recommendations of the DOJ could impact the ability to effectively monetize and enforce standards-essential patents and could increase the uncertainties and costs surrounding the enforcement of any such patented technologies. Also, the Federal Trade Commission, or FTC, has published its intent to initiate a proposed study under Section 6(b) of the Federal Trade Commission Act to evaluate the patent assertion practice and market impact of Patent Assertion Entities, or PAEs. The FTC's notice and request for public comment relating to the PAE study appeared in the Federal Register on October 3rd, 2013. It is anticipated that the Company, including its subsidiaries, will be subject to this FTC study which would require the collection of certain information as detailed in notice published by the FTC. It is expected that the results of the PAE study by the FTC will be provided to Congress and other agencies, such as the DOJ, who could take action, including legislative proposals, based on the results of the study.

Finally, new rules regarding the burden of proof in patent enforcement actions could substantially increase the cost of our enforcement actions and new standards or limitations on liability for patent infringement could negatively impact our revenue derived from such enforcement actions.

Changes in patent law could adversely impact our business.

Patent laws may continue to change and may alter the historically consistent protections afforded to owners of patent rights. Such changes may not be advantageous for us and may make it more difficult to obtain adequate patent protection to enforce our patents against infringing parties. Increased focus on the growing number of patent-related lawsuits may result in legislative changes that increase our costs and related risks of asserting patent enforcement actions. For instance, the United States House of Representatives passed a bill that would require non-practicing entities that bring patent infringement lawsuits to pay legal costs of the defendants, if the lawsuits are unsuccessful and certain standards are not met.

Trial judges and juries often find it difficult to understand complex patent enforcement litigation, and as a result, we may need to appeal adverse decisions by lower courts in order to successfully enforce our patent rights.

It is difficult to predict the outcome of patent enforcement litigation at the trial level. It is often difficult for juries and trial judges to understand complex, patented technologies and, as a result, there is a higher rate of successful appeals in patent enforcement litigation than more standard business litigation. Such appeals are expensive and time consuming, resulting in increased costs and delayed revenue. Although we diligently pursue enforcement litigation, we cannot predict with significant reliability the decisions that may be made by juries and trial courts.

More patent applications are filed each year resulting in longer delays in getting patents issued by the USPTO.

Certain of our operating subsidiaries hold and continue to acquire pending patents. We have identified a trend of increasing patent applications each year, which we believe is resulting in longer delays in obtaining approval of pending patent applications. The application delays could cause delays in monetizing such patents to generate revenue from those assets and could cause us to miss opportunities to license patents before other competing technologies are developed or introduced into the market.

Federal courts are becoming more crowded and, as a result, patent enforcement litigation is taking longer.

Our patent enforcement actions are almost exclusively prosecuted in federal court. Federal trial courts that hear our patent enforcement actions also hear criminal cases. Criminal cases always take priority over our actions. As a result, it is difficult to predict the length of time it will take to complete an enforcement action. Moreover, we believe there is a trend in increasing numbers of civil lawsuits and criminal proceedings before federal judges and, as a result, we believe that the risk of delays in our patent enforcement actions will have a greater effect on our business in the future unless this trend changes.

Any reductions in the funding of the USPTO could have an adverse impact on the cost of processing pending patent applications and the value of those pending patent applications.

The assets of our operating subsidiaries consist of patent portfolios, including pending patent applications before the USPTO. The value of our patent portfolio is dependent, in part, on the issuance of patents in a timely manner, and any reductions in the funding of the USPTO could negatively impact the value of our assets. Further, reductions in funding from Congress could result in higher patent application filing and maintenance fees charged by the USPTO, causing an unexpected increase in our expenses.

Our acquisitions of patent assets may be time consuming, complex and costly, which could adversely affect our operating results.

Acquisitions of patent or other intellectual property assets, which are and will be critical to our business plan, are often time consuming, complex and costly to consummate. We may utilize many different transaction structures in our acquisitions and the terms of such acquisition agreements tend to be heavily negotiated. As a result, we expect to incur significant operating expenses and may be required to raise capital during the negotiations even if the acquisition is ultimately not consummated. Even if we are able to acquire particular patent assets, there is no guarantee that we will generate sufficient revenue related to those patent assets to offset the acquisition costs. While we will seek to conduct sufficient due diligence on the patent assets we are considering for acquisition, we may acquire patent assets from a seller who does not have proper title to those assets. In those cases, we may be required to spend significant resources to defend our ownership interest in the patent assets and, if we are not successful, our acquisition may be invalid, in which case we could lose part or all of our investment in the assets.

We may also identify patent or other patent rights assets that cost more than we are prepared to spend with our own capital resources. We may incur significant costs to organize and negotiate a structured acquisition that does not ultimately result in an acquisition of any patent assets or, if consummated, proves to be unprofitable for us. These higher costs could adversely affect our operating results and, if we incur losses, the value of our securities will decline.

In addition, we may acquire patents and technologies that are in the early stages of adoption in the commercial, industrial and consumer markets. Demand for some of these technologies will likely be untested and may be subject to fluctuation based upon the rate at which our companies may adopt our patented technologies in their products and services. As a result, there can be no assurance as to whether technologies we acquire or develop will have value that we can monetize.

In certain acquisitions of patent assets, we may seek to defer payment or finance a portion of the acquisition price. This approach may put us at a competitive disadvantage and could result in harm to our business.

We have limited capital and may seek to negotiate acquisitions of patent or other intellectual property assets where we can defer payments or finance a portion of the acquisition price. These types of debt financing or deferred payment arrangements may not be as attractive to sellers of patent assets as receiving the full purchase price for those assets in cash at the closing of the acquisition. As a result, we might not compete effectively against other companies in the market for acquiring patent assets, many of whom have substantially greater cash resources than we have. In addition, any failure to satisfy any debt repayment obligations that we may incur, may result in adverse consequences to our operating results.

Any failure to maintain or protect our patent assets could significantly impair our return on investment from such assets and harm our brand, our business and our operating results.

Our ability to operate our business and compete in the patent market largely depends on the superiority, uniqueness and value of our acquired patent assets. To protect our proprietary rights, we rely on and will rely on a combination of patent, trademark, copyright and trade secret laws, confidentiality agreements with our employees and third parties, and protective contractual provisions. No assurances can be given that any of the measures we undertake to protect and maintain the value of our assets will have any measure of success.

Following the acquisition of patent assets, we will likely be required to spend significant time and resources to maintain the effectiveness of those assets by paying maintenance fees and making filings with the United States Patent and Trademark Office. We may acquire patent assets, including patent applications that require us to spend resources to prosecute such patent applications with the United States Patent and Trademark Office. Further, there is a material risk that patent related claims (such as, for example, infringement claims (and/or claims for indemnification resulting therefrom), unenforceability claims, or invalidity claims) will be asserted or prosecuted against us, and such assertions or prosecutions could materially and adversely affect our business. Regardless of whether any such claims are valid or can be successfully asserted, defending such claims could cause us to incur significant costs and could divert resources away from our core business activities.

Despite our efforts to protect our intellectual property rights, any of the following or similar occurrences may reduce the value of our intellectual property:

- our patent applications, trademarks and copyrights may not be granted and, if granted, may be challenged or invalidated;
- issued trademarks, copyrights, or patents may not provide us with any competitive advantages when compared to potentially infringing other properties;
- our efforts to protect our intellectual property rights may not be effective in preventing misappropriation of our technology; or
- our efforts may not prevent the development and design by others of products or technologies similar to or competitive with, or superior to those we acquire and/or prosecute.

Moreover, we may not be able to effectively protect our intellectual property rights in certain foreign countries where we may do business in the future or from which competitors may operate. If we fail to maintain, defend or prosecute our patent assets properly, the value of those assets would be reduced or eliminated, and our business would be harmed.

Weak global economic conditions may cause infringing parties to delay entering into settlement and licensing agreements, which could prolong our litigation and adversely affect our financial condition and operating results.

Our business plan depends significantly on worldwide economic conditions and the United States and world economies have recently experienced weak economic conditions. Uncertainty about global economic conditions poses a risk as businesses may postpone spending in response to tighter credit, negative financial news and declines in income or asset values. This response could have a material adverse effect on the willingness of parties infringing on our assets to enter into settlements or other revenue generating agreements voluntarily. Entering into such agreements is critical to our business plan, and our failure to do so could cause material harm to our business.

If we are unable to adequately protect our patent assets, we may not be able to compete effectively.

Our ability to compete depends in part upon the strength of the patents and patent rights that we own or may hereafter acquire in our technologies, brands and content. We rely on a combination of U.S. and foreign patents, copyrights, trademark, trade secret laws and other types of agreements to establish and protect our patent, intellectual property and proprietary rights. The efforts we take to protect our patents, intellectual property and proprietary rights may not be sufficient or effective at stopping unauthorized use of our patents, intellectual property and proprietary rights. In addition, effective trademark, patent, copyright and trade secret protection may not be available or cost-effective in every country in which our services are made available. There may be instances where we are not able to fully protect or utilize our patent and other intellectual property in a manner that maximizes competitive advantage. If we are unable to protect our patent assets and intellectual property and proprietary rights from unauthorized use, the value of those assets may be reduced, which could negatively impact our business. Our inability to obtain appropriate protections for our intellectual property may also allow competitors to enter our markets and produce or sell the same or similar products. In addition, protecting our patents and patent rights is expensive and diverts critical managerial resources. If any of the foregoing were to occur, or if we are otherwise unable to protect our intellectual property and proprietary rights, our business and financial results could be adversely affected.

If we are forced to resort to legal proceedings to enforce our intellectual property rights, the proceedings could be burdensome and expensive. In addition, our patent rights could be at risk if we are unsuccessful in, or cannot afford to pursue, those proceedings. We also rely on trade secrets and contract law to protect some of our patent rights and proprietary technology. We will enter into confidentiality and invention agreements with our employees and consultants. Nevertheless, these agreements may not be honored and they may not effectively protect our right to our un-patented trade secrets and know-how. Moreover, others may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets and know-how.

We expect that we will be substantially dependent on a concentrated number of customers. If we are unable to establish, maintain or replace our relationships with customers and develop a diversified customer base, our revenues may fluctuate and our growth may be limited.

We expect that in the future, a significant portion of our revenues will be generated from a limited number of customers. For the year ended December 31, 2013, two customers accounted for approximately 55% of our revenue. There can be no guarantee that we will be able to obtain additional licenses for the Company's patents, or if we able to do so, that the licenses will be of the same or larger size allowing us to sustain or grow our revenue levels, respectively. If we are not able to generate licenses from the limited group of prospective customers that we anticipate may generate a substantial majority of our revenues in the future, or if they do not generate revenues at the levels or at the times that we anticipate, our ability to maintain or grow our revenues will be adversely affected.

Risks Relating to Our Common Stock

Our management will be able to exert significant influence over us to the detriment of minority stockholders.

Our executive officers and directors beneficially own approximately 15.64% of our outstanding common stock as of March 28, 2014. These stockholders, if they act together, will be able to exert significant influence on our management and affairs and all matters requiring stockholder approval, including significant corporate transactions. This concentration of ownership may have the effect of delaying or preventing our change in control and might affect the market price of our common stock.

Exercise of warrants will dilute stockholders' percentage of ownership.

We have issued options and warrants to purchase our common stock to our officers, directors, consultants and certain shareholders. In the future, we may grant additional stock options, warrants and convertible securities. The exercise or conversion of stock options, warrants or convertible securities will dilute the percentage ownership of our other stockholders. The dilutive effect of the exercise or conversion of these securities may adversely affect our ability to obtain additional capital. The holders of these securities may be expected to exercise or convert them when we would be able to obtain additional equity capital on terms more favorable than these securities.

We may fail to qualify for continued trading on the OTCQB, which could make it more difficult for investors to sell their shares.

Our common stock is quoted on the OTCQB. There can be no assurance that trading of our common stock on such market will be sustained. In the event that our common stock fails to qualify for continued inclusion, our common stock could thereafter only be quoted on the "pink sheets." Under such circumstances, shareholders may find it more difficult to dispose of, or to obtain accurate quotations, for our common stock, and our common stock would become substantially less attractive to certain purchasers such as financial institutions, hedge funds and other similar investors.

Our common stock may be affected by limited trading volume and price fluctuations, which could adversely impact the value of our common stock.

There has been limited trading in our common stock and there can be no assurance that an active trading market in our common stock will either develop or be maintained. Our common stock has experienced, and is likely to experience in the future, significant price and volume fluctuations, which could adversely affect the market price of our common stock without regard to our operating performance. In addition, we believe that factors such as quarterly fluctuations in our financial results and changes in the overall economy or the condition of the financial markets could cause the price of our common stock to fluctuate substantially. These fluctuations may also cause short sellers to periodically enter the market in the belief that we will have poor results in the future. We cannot predict the actions of market participants and, therefore, can offer no assurances that the market for our common stock will be stable or appreciate over time.

Our stock price may be volatile.

The market price of our common stock is likely to be highly volatile and could fluctuate widely in price in response to various factors, many of which are beyond our control, including the following:

- changes in our industry;
- competitive pricing pressures;
- our ability to obtain working capital financing;
- additions or departures of key personnel;
- sales of our common stock;
- our ability to execute our business plan;
- operating results that fall below expectations;
- loss of any strategic relationship;
- regulatory developments; and
- economic and other external factors.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of our common stock.

We have never paid nor do we expect in the near future to pay dividends.

We have never paid cash dividends on our capital stock and do not anticipate paying any cash dividends on our common stock for the foreseeable future. Investors should not rely on an investment in us if they require income generated from dividends paid on our capital stock. Any income derived from our common stock would only come from rise in the market price of our common stock, which is uncertain and unpredictable.

Offers or availability for sale of a substantial number of shares of our common stock may cause the price of our common stock to decline.

If our stockholders sell substantial amounts of our common stock in the public market upon the expiration of any statutory holding period, under Rule 144, or issued upon the exercise of outstanding warrants, it could create a circumstance commonly referred to as an "overhang" and in anticipation of which the market price of our common stock could fall. The existence of an overhang, whether or not sales have occurred or are occurring, also could make more difficult our ability to raise additional financing through the sale of equity or equity-related securities in the future at a time and price that we deem reasonable or appropriate. The shares of our restricted common stock will be freely tradable upon the earlier of: (i) effectiveness of a registration statement covering such shares and (ii) the date on which such shares may be sold without registration pursuant to Rule 144 (or other applicable exemption) under the Securities Act.

Because we became public by means of a reverse merger, we may not be able to attract the attention of major brokerage firms.

There may be risks associated with us becoming public through a “reverse merger.” Securities analysts of major brokerage firms may not provide coverage of us since there is no incentive to brokerage firms to recommend the purchase of our common stock. No assurance can be given that brokerage firms will, in the future, want to conduct any secondary offerings on our behalf.

Investor relations activities, nominal “float” and supply and demand factors may affect the price of our stock.

We expect to utilize various techniques such as non-deal road shows and investor relations campaigns in order to create investor awareness for us. These campaigns may include personal, video and telephone conferences with investors and prospective investors in which our business practices are described. We may provide compensation to investor relations firms and pay for newsletters, websites, mailings and email campaigns that are produced by third-parties based upon publicly-available information concerning us. We do not intend to review or approve the content of such analysts’ reports or other materials based upon analysts’ own research or methods. Investor relations firms should generally disclose when they are compensated for their efforts, but whether such disclosure is made or complete is not under our control. In addition, investors in us may, from time to time, also take steps to encourage investor awareness through similar activities that may be undertaken at the expense of the investors. Investor awareness activities may also be suspended or discontinued which may impact the trading market our common stock.

The SEC and FINRA enforce various statutes and regulations intended to prevent manipulative or deceptive practices in connection with the purchase or sale of any security and carefully scrutinize trading patterns and company news and other communications for false or misleading information, particularly in cases where the hallmarks of “pump and dump” activities may exist, such as rapid share price increases or decreases. We, and our shareholders may be subjected to enhanced regulatory scrutiny due to the small number of holders who initially will own the registered shares of our common stock publicly available for resale, and the limited trading markets in which such shares may be offered or sold which have often been associated with improper activities concerning penny-stocks, such as the OTC Bulletin Board or the OTCQB Marketplace (Pink OTC) or pink sheets. Until such time as our restricted shares are registered or available for resale under Rule 144, there will continue to be a small percentage of shares held by a small number of investors, many of whom acquired such shares in privately negotiated purchase and sale transactions, which will constitute the entire available trading market. The Supreme Court has stated that manipulative action is a term of art connoting intentional or willful conduct designed to deceive or defraud investors by controlling or artificially affecting the price of securities. Often times, manipulation is associated by regulators with forces that upset the supply and demand factors that would normally determine trading prices. Since only a small percentage of our shares of outstanding common stock will initially be available for trading and will be held by a small number of individuals and entities, the supply of our common stock for sale will be extremely limited for an indeterminate length of time, which could result in higher bids, asks or sales prices than would otherwise exist. Securities regulators have often cited factors such as thinly-traded markets, small numbers of holders, and awareness campaigns as hallmarks of claims of price manipulation and other violations of law when combined with manipulative trading, such as wash sales, matched orders or other manipulative trading timed to coincide with false or touting press releases. There can be no assurance that our or third-parties’ activities, or the small number of potential sellers or small percentage of stock in the “float,” or determinations by purchasers or holders as to when or under what circumstances or at what prices they may be willing to buy or sell stock will not artificially impact (or would be claimed by regulators to have affected) the normal supply and demand factors that determine the price of the stock.

Our common stock is subject to the “penny stock” rules of the SEC, which makes transactions in our stock cumbersome and may reduce the value of an investment in our stock.

Due to its trading range during the last 12 months, our common stock may be considered a “Penny Stock”. The Securities and Exchange Commission has adopted Rule 15g-9 which generally defines "penny stock" to be any equity security that has a market price (as defined) less than $5.00 per share or an exercise price of less than $5.00 per share, subject to certain exceptions. Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and "accredited investors". The term "accredited investor" refers generally to institutions with assets in excess of $5,000,000 or individuals with a net worth in excess of $1,000,000 or annual income exceeding $200,000 or $300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules; the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of our common stock. The Financial Industry Regulatory Authority, or FINRA, has adopted sales practice requirements which may also limit a stockholder's ability to buy and sell our stock. In addition to the "penny stock" rules described above, FINRA has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative low priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. Under interpretations of these rules, FINRA believes that there is a high probability that speculative low priced securities will not be suitable for at least some customers. FINRA requirements make it more difficult for broker-dealers to recommend that their customers buy our common stock, which may limit investors’ ability to buy and sell our stock and have an adverse effect on the market for our shares.

If we lose key personnel or are unable to attract and retain additional qualified personnel, we may not be able to successfully manage our business and achieve our objectives.

We believe our future success will depend upon our ability to retain our key management, including Doug Croxall, our Chief Executive Officer. We may not be successful in attracting, assimilating and retaining our employees in the future. The loss of Mr. Croxall would have a material adverse effect on our operations. We have entered into an amendment to the employment agreement with Mr. Croxall, which extends the term of his employment agreement to November 2017. We are competing for employees against companies that are more established than we are and have the ability to pay more cash compensation than we do. As of the date hereof, we have not experienced problems hiring employees.

If we fail to establish and maintain an effective system of internal control, we may not be able to report our financial results accurately and timely or to prevent fraud. Any inability to report and file our financial results accurately and timely could harm our reputation and adversely impact the trading price of our common stock.

Effective internal control is necessary for us to provide reliable financial reports and prevent fraud. If we cannot provide reliable financial reports or prevent fraud, we may not be able to manage our business as effectively as we would if an effective control environment existed, and our business and reputation with investors may be harmed. As a result, our small size and any future internal control deficiencies may adversely affect our financial condition, results of operation and access to capital. We have not performed an in-depth analysis to determine if historical un-discovered failures of internal controls exist, and may in the future discover areas of our internal control that need improvement.

ITEM 2. PROPERTIES

We lease approximately 200 square feet of office space at 2331 Mill Road, Suite 100, Alexandria, VA 22314. The lease is on a month-to-month term and provides for a monthly rent of $175.

We lease approximately 1,732 square feet of office space at 11100 Santa Monica Blvd., Suite 380, Los Angeles, California, 90025. The lease term commenced on October 1, 2013 and ends April 30, 2014 and provides for a monthly rent of $3,290. In October 2013, we entered into a new seven year lease for this office space that commences on May 1, 2014. The lease terms provide for an initial monthly base rent of $5,300 plus the payment of certain operating expenses.

ITEM 3. LEGAL PROCEEDINGS

In the normal course of our business of patent monetization, it is generally necessary for us to initiate litigation in order to commence the process of protecting our patent rights. Such activities are expected to lead to a monetization event. Accordingly, we are, and in the future expect to become, a party to ongoing patent enforcement related litigation alleging infringement by various third parties of certain of the patented technologies owned and/or controlled by us. Litigation is commenced by and managed through the subsidiary that owns the related portfolio of patents or patent rights. In connection with our enforcement activities, we are currently involved in multiple patent infringement cases. As of December 31, 2013, the Company has in suit a total of 57 active defendants, 31 in the District of Delaware, 2 in the Eastern District of Virginia and 24 in the Eastern District of Texas.

Other than ordinary routine litigation incidental to the business, we know of no material, active or pending legal proceedings against us, nor are we involved as a plaintiff in any material proceedings or pending litigation. There are no proceedings in which any of our directors, officers or affiliates, or any registered beneficial shareholder are an adverse party or has a material interest adverse to us.

ITEM 4. MINE SAFETY DISCLOSURES.

None.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES.

Market Information

Our common stock is currently quoted on the OTCQB under the symbol "MARA". Previously, our common stock was quoted on the OTC Bulletin Board under the symbol "AMSC". Because we are quoted on the OTCQB, our securities may be less liquid, receive less coverage by security analysts and news media, and, therefore, may reflect lower prices than might otherwise be obtained if the shares were listed on a national securities exchange.

The following table sets forth the high and low bid quotations for our common stock as reported for the periods indicated. Where applicable, the prices set forth below give retroactive effect to the Reverse Split effectuated on July 18, 2013.

	High	Low
Fiscal 2014		
First quarter through March 28, 2014	$ 7.39	$ 5.55
Fiscal 2013		
First Quarter	$ 11.05	$ 3.38
Second Quarter	6.50	3.90
Third Quarter	7.94	4.16
Fourth Quarter	6.80	4.42
Fiscal 2012		
First Quarter	-	-
Second Quarter	$ 14.95	$ 6.50
Third Quarter	13.13	3.77
Fourth Quarter	13.00	6.63

Holders

As of March 28, 2014, there were 59 holders of record of 5,489,593 shares of the Company's common stock.

Dividends

The Company has not paid any cash dividends to date and does not anticipate or contemplate paying dividends in the foreseeable future. It is the present intention of management to utilize all available funds for the development of the Company's business.

Securities Authorized for Issuance under Equity Compensation Plans

2012 Equity Incentive Plan

The following table gives information about the Company's common stock that may be issued upon the exercise of options granted to employees, directors and consultants under its 2012 Equity Incentive Plan as of December 31, 2013, after giving effect to the Reverse Split. On August 1, 2012, our board of directors and stockholders adopted the 2012 Equity Incentive Plan, pursuant to which 769,231 shares of our common stock are reserved for issuance as awards to employees, directors, consultants, advisors and other service providers, after giving effect to the Reverse Split.

Equity Compensation Plan Information

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)
Equity compensation plans approved by security holders	676,538	$ 5.79	92,693
Equity compensation plans not approved by security holders	803,846	$ 5.88	-
Total	1,480,384	$ 5.85	92,693

Recent sales of unregistered securities

On January 28, 2013, we issued to our Chief Financial Officer and Secretary, Mr. John Stetson a ten (10) year option to purchase an aggregate of 38,462 shares of our common stock with an exercise price of $6.50 per share, subject to adjustment, which shall vest in three (3) equal annual installments on the beginning on the first annual anniversary of the date of his employment agreement. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On March 1, 2013, we issued to our then Chief Technology Officer, Mr. Nathaniel Bradley, and Chief Operating Officer, Mr. James Crawford, five (5) year stock options to purchase an aggregate of 115,385 shares of our common stock with an exercise price of the options is $11.05 which shall vest in twenty-four (24) equal installments on each monthly anniversary of March 1, 2013. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On March 8, 2013, we issued to our directors, Mr. Craig Nard and Mr. William Rosellini, five (5) year stock options to purchase an aggregate of 15,385 shares of common stock pursuant to the terms of their independent director agreements. The exercise price of the options is $6.50 per share and shall vest as follows: 33% the first anniversary hereof; 33% on the second anniversary and 34% on the third anniversary. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On April 22, 2013, CyberFone Acquisition Corp., entered into the CyberFone Merger Agreement with CyberFone Systems, TechDev and Spangenberg Foundation. Pursuant to the terms of the Merger Agreement, CyberFone Systems merged with and into CyberFone Acquisition Corp with CyberFone Systems surviving the merger as our wholly owned subsidiary. We (i) issued 461,538 shares of common stock to the CyberFone Sellers (the “CyberFone Merger Shares”), (ii) paid the CyberFone Sellers $500,000 cash and (iii) issued a $500,000 promissory note to TechDev (the “TechDev Note”). The TechDev Note is non-interest bearing and becomes due June 22, 2013, subject to acceleration in the event of default. We may prepay the TechDev Note at any time without premium or penalty. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On May 31, 2013, we sold an aggregate of 1,153,844 units representing gross proceeds of $6,000,000 to certain accredited investors pursuant to a securities purchase agreement, among which, 999,998 units representing $5,200,000 were funded. Each unit was subscribed for a purchase price of $5.20 per unit and consists of: (i) one share of our common stock, and (ii) a three (3) year warrant to purchase one-half share of our common stock at an exercise price of $6.50 per share, subject to adjustment upon the occurrence of certain events such as stock splits and stock dividends and similar events. The warrants contain limitations on the holders' ability to exercise the warrants in the event such exercise causes the holder to beneficially own in excess of 9.99% of our issued and outstanding common stock. The Company paid placement agent fees of $170,000 to two broker-dealers in connection with the sale of the units of which $30,000 was previously paid by us as a retainer. On July 29, 2013, we converted legal fees of $29,620 into 5,696 units. In July 2013, two investors who had subscribed for an aggregate of 153,846 units for an aggregate purchase price of $800,000 assigned their subscriptions to other investors. The investors each funded their subscriptions and such units were issued in August 2013. The above referenced securities were offered and sold in reliance on the exemption from registration afforded by Section 4(2) and Regulation D (Rule 506) under the Securities Act and corresponding provisions of state securities laws.

On June 11, 2013, we granted options to purchase 15,385 shares of common stock exercisable at $5.33 post-split per share to a consultant for legal services. The options shall vest pro rata monthly over the following 24 month period. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On June 11, 2013, we issued options to purchase 176,923 shares of common stock and 96,154 shares of restricted stock to certain officers and directors. The options are exercisable at $5.265 per share. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On June 19, 2013, we issued options to purchase 61,538 shares of our common stock to certain employees, including 38,462 options to Mr. James Crawford, the Company's Chief Operating Officer. The stock options have an exercise price of $4.94 per share. The options issued to Mr. Crawford are conditioned upon the cancellation of the stock options granted to him on March 1, 2013 under his employment agreement. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On July 24, 2013, our Board of Directors approved the issuance of 67,308 shares to two consultants in consideration for consulting services. Our Board of Directors also approved the issuance of issuance of options to purchase an aggregate of 67,307 shares of our common stock to certain consultants in consideration for consulting services. The options shall vest 33%, 33% and 34% on each annual anniversary of the date of issuance. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On July 30, 2013, we issued 13,462 shares of our common stock to a consultant in consideration for consulting services, of which 7,692 shares of common stock vested immediately and the remaining 23,077 shares of common stock shall vest in increments of 1,923 at the end of each month over a 12 month period. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On July 30, 2013, we issued 23,077 shares of common stock to a consultant in consideration for consulting services. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On July 25, 2013, we issued 4,380 shares of our common stock pursuant to a conversion of $30,000 cash payment owed to certain legal service provider, based on the $6.85 closing price as of July 25, 2013. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Regulation S, as a transaction made outside of the United States.

On August 19, 2013, we issued options to purchase an aggregate of 303,846 shares of common stock to two consultants in consideration for their services as members of our Advisory Board. The options shall vest 33%, 33% and 34% on each annual anniversary of the date of issuance. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On October 15, 2013, we entered into a patent purchase agreement with TT IP, LLC, a Texas limited liability company, pursuant to which we acquired a patent portfolio for 150,000 shares of our common stock. The shares are subject to a forfeiture right for our benefit in the event that no enforcement action is effected by the lapse of the enforcement period. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On November 11, 2013, we entered into a consulting agreement with Kairix Analytics, Ltd., an Ohio limited liability company ("Kairix"), pursuant to which we granted options to acquire 300,000 shares of common stock to Kairix in exchange for services. The options vest 33% on the first anniversary of the agreement; 33% on the second anniversary of the agreement; and 34% on the third anniversary of the agreement. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On November 18, 2013, we granted our Chief Executive Officer, Doug Croxall, ten year stock options to purchase an aggregate of 100,000 shares of our common stock, with a strike price of $5.93 per share (representing the closing price on the date of grant), vesting in twenty-four (24) equal installments on each monthly anniversary of the date of grant. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On November 18, 2013, we entered into an executive employment agreement with Richard Raisig ("Raisig Agreement") pursuant to which Mr. Raisig would serve as our Chief Financial Officer. As part of the consideration, we agreed to grant Mr. Raisig ten year stock options to purchase an aggregate of 115,000 shares of Common Stock, with a strike price of $5.70 per share, vesting in twenty-four (24) equal installments on each monthly anniversary of the date of the Raisig Agreement. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On November 18, 2013, we entered into a consulting agreement with Jeff Feinberg ("Feinberg Agreement"), pursuant to which we agreed to grant Mr. Feinberg a Restricted Stock Unit for 100,000 shares of our restricted common stock; 50% of which vests on the one-year anniversary of the Feinberg Agreement and the remaining 50% of which vests on the second year anniversary of the Feinberg Agreement. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

* All of the above share amounts are adjusted for our 1-for-13 Reverse Split effectuated on July 18, 2013.

Recent Repurchases of Securities

None.

ITEM 6. SELECTED FINANCIAL DATA

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business of the Company

Our business is to acquire patents and patent rights and to monetize the value of those assets to generate revenue and profit for the Company. We acquire patents and patent rights from their owners, who range from individual inventors to Fortune 500 companies. Part of our acquisition strategy is to acquire patents and patent rights that cover a wide-range of subject matter, which allows us to achieve the benefits of a growing diversified portfolio of assets. Generally, the assets we acquire are characterized by having large identifiable companies who are or have been using technology that infringes our patent rights. We generally monetize our portfolio of assets by initiating enforcement activities against any infringing parties with the objective of entering into a standard form of comprehensive settlement and license agreement that may include the granting of non-exclusive retroactive and future rights to use the patented technology, a covenant not to sue, a release of the party from certain claims, the dismissal of any pending litigation and other terms that are appropriate in the circumstances. Our strategy has been developed with the expectation that it will result in a long-term, diversified revenue stream for the Company.

Recent Developments

Reverse Split

On May 31, 2013, shareholders holding a majority of our outstanding voting capital approved a reverse stock split of our issued and outstanding common stock by a ratio of not less than one-for-five and not more than one-for-fifteen at any time prior to April 30, 2014, with the exact ratio to be set at a whole number within this range as determined by our Board of Directors in its sole discretion.

On July 18, 2013, we filed a certificate of amendment to our Amended and Restated Articles of Incorporation with the Secretary of State of the State of Nevada in order to effectuate a reverse stock split of our issued and outstanding common stock, par value $0.0001 per share on a one (1) for thirteen (13) basis (the "Reverse Split"). The Reverse Split became effective with the FINRA at the open of business on July 22, 2013. As a result of the Reverse Stock Split, every thirteen shares of our pre-reverse split common stock will be combined and reclassified into one share of our common stock. No fractional shares of common stock will be issued as a result of the Reverse Split. Stockholders who otherwise would be entitled to a fractional share shall receive the next highest number of whole shares.

Throughout this Annual Report, each instance which refers to a number of shares of our common stock, refers to the number of shares of common stock after giving effect to the Reverse Split, unless otherwise indicated.

Private Placement

On May 31, 2013, we sold an aggregate of 1,153,844 units representing gross proceeds of $6,000,000 to certain accredited investors pursuant to a securities purchase agreement, among which, 999,998 units representing $5,200,000 were funded. Each unit was subscribed for a purchase price of $5.20 per unit and consists of: (i) one share of our common stock, and (ii) a three (3) year warrant to purchase one half share of our common stock at an exercise price of $6.50 per share, subject to adjustment upon the occurrence of certain events such as stock splits and stock dividends and similar events. The warrants contain limitations on the holders' ability to exercise the warrants in the event such exercise causes the holder to beneficially own in excess of 9.99% of our issued and outstanding common stock. The Company paid placement agent fees of $170,000 to two broker-dealers in connection with the sale of the units of which $30,000 was previously paid by us as a retainer. On July 29, 2013, we converted legal fees of $29,620 into 5,696 units. In August 2013, two investors who had subscribed for an aggregate of 153,846 units for an aggregate purchase price of $800,000 on May 31, 2013 assigned their subscriptions to other investors. Such other investors each funded their subscriptions and such additional units were issued. Additionally, we paid placement agent fees of $35,029 and legal fees of $42,375 in connection with the sale of units.

CyberFone Acquisition

On April 22, 2013, CyberFone Acquisition Corp. (“CyberFone Acquisition Corp.”), a Texas corporation and our newly formed wholly owned subsidiary entered into a merger agreement (the “CyberFone Merger 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 application. The patent rights that cover digital communications and data transaction processing are foundational to certain applications in the wireless, telecommunications, financial and other industries. 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 CyberFone Merger Agreement, CyberFone Systems merged with and into CyberFone Acquisition Corp with CyberFone Systems surviving the merger as our wholly owned subsidiary. We (i) issued 461,538 post-split (6,000,000 pre-split) shares of common stock to the CyberFone Sellers, (ii) paid the CyberFone Sellers $500,000 cash and (iii) issued a $500,000 promissory note to TechDev (the “Note”). On June 21, 2013, we paid $500,000 to TechDev in satisfaction of the note.

Patent Acquisitions

On April 16, 2013, the Company through its subsidiary, Relay IP, Inc. acquired a US patent for $350,000.

On June 4, 2013, in connection with the closing of a settlement and license agreement, the Company agreed to settle and release a certain defendant for past and future use of the Company’s patents. The defendant agreed to assign and transfer 3 US patents and rights valued at $1,000,000 in lieu of an additional cash payment, which amount has been included in the Company’s revenue during the year ended December 31, 2013.

In September 2013, the Company acquired 14 US patents for a total purchase price of $1,100,000.

On November 13, 2013, the Company acquired four patents for 150,000 shares of the Company’s common stock, which the Company valued at $718,500 based on the fair market value of the stock issued.

On December 16, 2013, the Company acquired certain patents from Delphi Technologies, Inc. for $1,700,000 pursuant to a Patent Purchase Agreement entered into on October 31, 2013 and Amended on December 16, 2013.

On December 22, 2013, in connection with a settlement and license agreement, the Company agreed to settle and release another defendant for past and future use of the Company’s patents, whereby the defendant agreed to assign and transfer 2 U.S. patents and rights to the Company. The Company valued the two patents at an aggregate of $700,000 and included that amount in revenue during the year ended December 31, 2013.

Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations are based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Management believes the following critical accounting policies affect the significant judgments and estimates used in the preparation of the financial statements.

Principles of Consolidation

The consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles and present the financial statements of the Company and our wholly-owned and majority owned subsidiaries. In the preparation of our consolidated financial statements, intercompany transactions and balances are eliminated.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with U.S. generally accepted accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates made by management include, but are not limited to, the assumptions used to calculate fair value of warrants granted, common stock issued for services, common stock issued in connection with an option agreement, common stock issued for acquisition of patents.

Revenue Recognition

The Company recognizes revenue in accordance with ASC Topic 605, “Revenue Recognition.” Revenue is recognized when (i) persuasive evidence of an arrangement exists, (ii) all obligations have been substantially performed, (iii) amounts are fixed or determinable and (iv) collectability of amounts is reasonably assured.

The Company considers the revenue generated from a settlement and licensing agreement as one unit of accounting under ASC 605-25, “Multiple-Element Arrangements” as the delivered items do not have value to customers on a standalone basis, there are no undelivered elements and there is no general right of return relative to the license. Under ASC 605-25, the appropriate recognition of revenue is determined for the combined deliverables as a single unit of accounting and revenue is recognized upon delivery of the final elements, including the license for past and future use and the release.

Also, due to the fact that the settlement element and license element for past and future use are the Company’s major central business, the Company presents these two elements as one revenue category in its statement of operations. The Company does not expect to provide licenses that do not provide some form of settlement or release.

Accounting for Acquisitions

In the normal course of its business, the Company makes acquisitions of patent assets and may also make acquisitions of businesses. With respect to each such transaction, the Company evaluates facts of the transaction and follows the guidelines prescribed in accordance with ASC 805 – Business Combinations to determine the proper accounting treatment for each such transaction and then records the transaction in accordance with the conclusions reached in such analysis. The Company performs such analysis with respect to each material acquisition within the consolidated group of entities.

Intangible Assets

Intangible assets include patents purchased and patents acquired in lieu of cash in licensing transactions. The patents purchased are recorded based on the cost to acquire them and patents acquired in lieu of cash are recorded at their fair market value. The costs of these assets are amortized over their remaining useful lives. Useful lives of intangible assets are periodically evaluated for reasonableness and the assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may no longer be recoverable.

Goodwill and Other Intangible Assets

In accordance with ASC 350-30-65, “Intangibles - Goodwill and Others”, the Company assesses the impairment of identifiable intangibles whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors the Company considers to be important which could trigger an impairment review include the following: (1) significant underperformance relative to expected historical or projected future operating results; (2) significant changes in the manner of use of the acquired assets or the strategy for the overall business; and (3) significant negative industry or economic trends.

When the Company determines that the carrying value of intangibles may not be recoverable based upon the existence of one or more of the above indicators of impairment and the carrying value of the asset cannot be recovered from projected undiscounted cash flows, the Company records an impairment charge.

The Company measures any impairment based on a projected discounted cash flow method using a discount rate determined by management to be commensurate with the risk inherent in the current business model. Significant management judgment is required in determining whether an indicator of impairment exists and in projecting cash flows.

Impairment of Long-lived Assets

The Company accounts for the impairment or disposal of long-lived assets according to the ASC 360 “Property, Plant and Equipment”. The Company continually monitors events and changes in circumstances that could indicate that the carrying amounts of long-lived assets, including mineral rights, may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated future net undiscounted cash flows expected to be generated by the asset. When necessary, impaired assets are written down to their estimated fair value based on the best information available. Estimated fair value is generally based on either appraised value or measured by discounting estimated future cash flows. Considerable management judgment is necessary to estimate discounted future cash flows. Accordingly, actual results could vary significantly from such estimates. The Company recognizes an impairment loss when the sum of expected undiscounted future cash flows is less than the carrying amount of the asset.

Stock-based Compensation

Stock-based compensation is accounted for based on the requirements of the Share-Based Payment Topic of ASC 718 which requires recognition in the consolidated financial statements of the cost of employee and director services received in exchange for an award of equity instruments over the period the employee or director is required to perform the services in exchange for the award (presumptively, the vesting period). The ASC also requires measurement of the cost of employee and director services received in exchange for an award based on the grant-date fair value of the award.

Pursuant to ASC Topic 505-50, for share-based payments to consultants and other third-parties, compensation expense is determined at the “measurement date.” The expense is recognized over the vesting period of the award. Until the measurement date is reached, the total amount of compensation expense remains uncertain. The Company initially records compensation expense based on the fair value of the award at the reporting date.

Recent Accounting Pronouncements

In April 2013, the FASB ASU 2013-07, “Presentation of Financial Statements: Topic Liquidation Basis of Accounting”. ASU 2013-07 requires an entity to prepare its financial statements using the liquidation basis of accounting when liquidation is imminent. Liquidation is considered imminent when the likelihood is remote that the organization will return from liquidation and either: (a) a plan for liquidation is approved by the person or persons with the authority to make such a plan effective and the likelihood is remote that the execution of the plan will be blocked by other parties; or (b) a plan for liquidation is being imposed by other forces. ASU 2013-07 will be effective for the Company beginning on January 1, 2014. The Company does not expect the adoption of ASU 2013-07 to have a material impact on its financial position, results of operations nor cash flows.

In July 2013, the FASB issued ASU 2013-11, "Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists." ASU 2013-11 provides guidance on the presentation of unrecognized tax benefits related to any disallowed portion of net operating loss carryforwards, similar tax losses, or tax credit carryforwards, if they exist. ASU 2013-11 is effective for fiscal years beginning after December 15, 2013. The adoption of ASU 2013-11 is not expected to have a material impact on the Company's consolidated financial statements.

There were other updates recently issued, most of which represented technical corrections to the accounting literature or application to specific industries and are not expected to have a material impact on the Company's financial position, results of operations or cash flows.

Results of Operations

Introduction

The Company's operations changed substantially in 2013 from the prior years. During late 2012, the Company acquired the assets of a patent acquisition and monetization company, hired new executive management experienced in that business and commenced the patent acquisition and monetization activities as the business of the Company. Concurrently with establishing the patent acquisition and monetization business, the Company discontinued all of its prior businesses and took steps to wind down those operations, which steps were completed in the third quarter of 2013. Throughout 2013 and subsequently, the Company's continuing business and only business was the patent acquisition and monetization business. The Company's business activities in 2013 resulted in the Company recording revenue of $3,418,371 for the year; the acquisition of CyberFone and its patent portfolio; the acquisition of an additional seven patent portfolios; and raising $5,777,596 in new capital. The Company ended the year with a patent portfolio of 118 U.S. and foreign patents and 5 patent applications; an active acquisition and monetization business; and a cash balance of $3,610,262.

As a result of the changes in the Company's business in late 2012, the results of operations described below for continuing operations reflect the patent acquisition and monetization business and the results from discontinued operations reflect the results from the Company's prior businesses separately.

Results of operations for the years ended December 31, 2013 and 2012

Revenue. Revenue increased by $3,418,371 to $3,418,371 in the year ended December 31, 2013 compared to no revenue in the prior year. The increase resulted from the company generating revenue in the patent monetization business that was entered into in late 2012 and therefore did not generate revenue in that year. The $3,418,371 in revenue in 2013 is comprised of cash based revenue of $1,718,371 and non-cash revenue of $1,700,000. The non-cash revenue is the value of patents acquired by the Company in lieu of cash in two transactions that closed during the year.

As of December 31, 2013, two customers accounted for 100% of the Company's net accounts receivable. Revenues from two customers accounted for approximately 55% of the Company's revenue for the year ended December 31, 2013. There were no revenues in 2012. The Company derived these revenues from the one-time issuance of non-recurring, non-exclusive, non-assignable licenses to two different entities and their affiliates for certain of the Company's patents. While the Company has a growing portfolio of patents, at this time, the Company expects that a significant portion of its future revenues will be based on one-time grants of similar non-recurring, non-exclusive, non-assignable licenses to a relatively small number of entities and their affiliates. Further, with the expected small number of firms with which the Company enters into license agreements, and the amount and timing of such license agreements, the Company also expects that its revenues may be highly variable from one period to the next.

Direct costs of revenue. Direct costs of revenue increased by $957,040 in the year ended December 31, 2013 compared to no direct costs of revenue in the prior year. Direct costs of revenue include contingent payments to patent enforcement legal costs, patent enforcement advisors and inventors. Direct costs of revenue also includes various non-contingent costs associated with enforcing the Company's patent rights and otherwise in developing and entering into settlement and licensing agreements that generate the Company's revenue. Such costs include other legal fees and expenses, consulting fees, data management costs and other costs.

Amortization of patents. Amortization of patents increased by $1,029,372 to $1,038,505 in the year ended December 31, 2013 from $8,773 in the comparable year 2012. When the Company acquires patents and patent rights, the Company capitalizes those assets and amortizes the costs over the remaining useful lives of the assets. The increase for the year ended December 31, 2013 over 2012 primarily reflects the amortization of patent assets acquired by the Company during that year. In 2012, only one patent portfolio was acquired.

Compensation and related taxes. Compensation expense increased by $320,591 to $2,997,053 in the year ended December 31, 2013 compared to $2,676,462 in the prior year. Compensation expense includes cash compensation and related payroll taxes and benefits, and also non-cash compensation. The increase in total compensation costs for the year ended December 31, 2013 reflected an increase in the cash compensation of $1,273,296, which increase was largely offset by a reduction in non-cash compensation of $952,705 in the year ended December 31, 2013 compared to the prior year. The increase in cash compensation primarily reflects an increase in headcount to six in the year ended December 31, 2013 from two in the prior year. The reduction in non-cash compensation reflects a lower level of non-cash compensation for employees in 2013 from that in the prior year, which had included a higher level of non-cash compensation for executives who have since terminated. Non-cash compensation for the years ended December 31, 2013 and 2012 was $1,493,512 and $2,446,217 respectively.

Consulting fees. Consulting fees decreased by $1,140,458 to $901,686 for the year ended December 31, 2013 compared to $2,042,144 in the year ended December 31, 2012. Consulting fees include both cash and non-cash related consulting fees primarily for investor relations and public relations services but also for other consulting services. The decrease in consulting fees in the year ended December 31, 2013 compared to the prior year was due entirely to a decrease in non-cash consulting fees. Non-cash consulting fees for the years ended December 31, 2013 and 2012 were $613,303 and $1,791,882 respectively.

Professional fees. Professional fees increased by $145,090 to $655,202 in the year ended December 31, 2013 compared to $510,112 in the year ended December, 31, 2012. Professional fees primarily reflect the costs of professional outside accounting fees, legal fees and audit fees. The increase in professional fees for the year ended December 31, 2013 over that of the prior year are predominately related to professional outside accounting fees and audit fees resulting from a substantially higher level of activity in the Company's continuing patent acquisition and monetization operations and also a higher level of activity as a public company. For the year ended December 31, 2013 and 2012, professional fees included stock based compensation of $59,620 and $198,287 respectively.

General and administrative. General and administrative expenses increased by $240,867 to $544,338 in the year ended December 31, 2013 compared to $303,471 in the prior year. General and administrative expenses reflect the other operating costs of the Company and include travel, certain public relations costs and other expenses related to being a public company, rent and other expenses incurred to support the operations of the Company. The increase in general and administrative costs in the year ended December 31, 2013 over those of the prior year resulted from increased rent, internet access, telephone and other operating expenses during the year ended December 31, 2013 over that of the prior year.

Operating loss from continuing operations. The operating loss from continuing operations decreased by $1,865,509 to $3,675,453 in 2013 from $5,540,962 in 2012 as a result of the increase in revenue during 2013, which more than off-setting the increase in operating expenses in 2013 over that of 2012.

Other income (expenses). Other income (expenses) decreased by $125,000 to zero in 2013 from $125,000 in 2012. The other income in 2012 was a non-recurring consulting fee received by the Company that was not related to the Company's continuing business activities.

Realized loss other than temporary decline – marketable securities available for sale. The realized loss in this category decreased by $73,681 in 2013 to $38,819 from $112,500 in 2012, reflecting a lower level of sales of marketable securities due in part to a lower level of Company investment in marketable securities available for sale during 2013. The lower level of such securities reflects the Company's current operating plan that does not include investing in marketable securities as a significant part of that plan.

Interest income and interest expense. Interest income increased by $574 as a result of higher average cash balances during 2013 compared to those in 2012. Interest expense increased by $922 as a result of higher financing costs related to operating expenses.

Income (loss) from discontinued operations, net of tax. In 2013, the Company realized income from discontinued operations of $263,460 compared to a loss from discontinued operations in 2012 of $1,410,671. The income in 2013 reflects a higher level of income from concluding the disposition of the discontinued operations over the estimated net realizable value of those assets when the decision to discontinue them was made in the prior year.

Net loss attributable to non-controlling interest. The loss attributable to non-controlling interest decreased by $10,496 to zero in the year ended December 31, 2013 from $10,496 in the prior year as a result of there being no operational activity occurring in that subsidiary during 2013.

Loss attributable to Marathon Patent Group, Inc. The loss attributable to Marathon Patent Group, Inc. decreased by $3,477,477 to $3,450,335 in the year ended December 31, 2013 from $6,927,812 in the prior year. The decrease resulted from the increase in revenue plus the reduction in the loss from discontinued operations more than off-setting the increase in operating expenses plus the net increase in other expenses.

Loss per common share, basic and diluted. The Company reported a decrease in the net loss per share of $1.74 to $.75 for the year ended December 31, 2013 from $2.49 in the prior year. The decrease in the net loss per share reflected both the beneficial effect of the decrease in the net loss attributable to Marathon Patent Group, Inc. plus the beneficial effect of an increase in the weighted-average number of shares outstanding to 4,604,193 from 2,787,593. The increase in the number of weighted-average shares outstanding reflects increases in shares outstanding resulting from shares issued in connection with certain non-cash compensation arrangements plus the issuance of new shares in connection with the Company's private placement financing.

Liquidity and Capital Resources

At December 31, 2013, the Company's cash and cash equivalents balances totaled $3,610,262 compared to $2,354,169 at December 31, 2012. The increase in the cash balances of $1,256,093 resulted primarily from cash received during the year from cash based revenue recorded in the year plus the net funds from financings exceeding the increase in cash operating expenses for the year. Other balance sheet changes also contributed to the change in cash.

During the year ended December 31, 2013, the Company raised net proceeds of $5,777,596 from the sale of equity securities in a private placement.

Net working capital increased by $1,452,509 to $3,853,834 at December 31, 2013 from $2,401,325 at December 31, 2012. The increase in net working capital resulted primarily from the aggregate increase in cash receipts from cash based revenue plus net proceeds of financing plus an increase in net accounts receivable of $270,000 plus an increase in prepaid expenses of $712,598 more than off-setting an increase in accounts payable and accruals of $697,787.

Cash used in operating activities increased by $258,066 to $1,519,470 in the year ended December 31, 2013 from $1,261,404 in the prior year. The full benefit of a reduction in net loss of $3,477,477 from 2012 to 2013, which included an increase in amortization expense of $1,029,732 and reduction in non-cash stock based compensation and consulting fees, was more than offset by increased non-cash revenue and other operating items for a net increase in cash used of $258,066.

Cash used in investing activities increased by $1,144,463 to $3,002,033 in the year ended December 31, 2013 from $1,860,570 in the prior year. The increase is primarily due to an increase in cash used for the acquisition of patents and also the acquisition of CyberFone during the year ended December 31, 2013.

Cash provided by financing activities increased by $430,605 to $5,777,596 for the year ended December 31, 2013 from $5,346,991 in the prior year. The increase resulted from the reduction in cash used for the repayment of notes, which occurred in 2012, reduced in part by a lower level of proceeds from the sale of common stock sold in 2013 as compared to 2012.

Management believes that the balance of cash and cash equivalents of $3,610,262 at December 31, 2013 is sufficient to continue to fund the Company's current operations at least through March 2015. However, the Company's operations are subject to various risks and there is no assurance that changes in the operations of the Company will not require the Company to raise additional cash sooner than planned in order to continue uninterrupted operations. In that event, the Company would seek to raise additional capital from the sale of the Company's securities, from borrowing or from other sources. Should the Company seek to raise capital from the issuances of its securities, such transactions would be subject to the risks of the market for the Company's securities at the time.

Off-Balance Sheet Arrangements

None.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

MARATHON PATENT GROUP, INC.
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors
Marathon Patent Group, Inc. and Subsidiaries
(Formerly American Strategic Minerals Corporation)

We have audited the accompanying consolidated balance sheets of Marathon Patent Group, Inc. and Subsidiaries (the "Company") (Formerly American Strategic Minerals Corporation) as of December 31, 2013 and 2012 and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity, and cash flows for the years ended December 31, 2013 and 2012. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Marathon Patent Group, Inc. and Subsidiaries (Formerly American Strategic Minerals Corporation) as of December 31, 2013 and 2012, and the results of its operations and its cash flows for the years ended December 31, 2013 and 2012, in conformity with U.S. generally accepted accounting principles.

/s/ KBL, LLP
New York, New York
March 31, 2014

MARATHON PATENT GROUP, INC. AND SUBSIDIARIES
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
CONSOLIDATED BALANCE SHEETS

	December 31, 2013	December 31, 2012
ASSETS		
Current assets:		
Cash	$ 3,610,262	$ 2,354,169
Accounts receivable - net	270,000	-
Marketable securities - available for sale securities	6,250	12,500
Prepaid expenses and other current assets	752,931	40,333
Assets of discontinued operations - current portion	-	82,145
Total current assets	4,639,443	2,489,147
Other assets:		
Property and equipment, net	13,640	-
Intangible assets, net	6,157,659	492,152
Goodwill	2,144,488	-
Assets of discontinued operations - long term portion	-	1,035,570
Total other assets	8,315,787	1,527,722
Total Assets	$ 12,955,230	$ 4,016,869
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	$ 754,945	$ 57,158
Liabilities of discontinued operations	30,664	30,664
Total liabilities	785,609	87,822
Stockholders' Equity:		
Preferred stock, $.0001 par value, 50,000,000 shares authorized: none issued and outstanding	-	-
Common stock, ($.0001 par value; 200,000,000 shares authorized; 5,489,593 and 3,503,565 issued and outstanding at December 31, 2013 and December 31, 2012	549	352
Additional paid-in capital	22,673,287	10,976,325
Accumulated other comprehensive loss - marketable securities available for sale	(6,250)	-
Accumulated deficits	(10,487,469)	(7,037,134)
Total Marathon Patent Group, Inc. equity	12,180,117	3,939,543
Non-controlling interest in subsidiary	(10,496)	(10,496)
Total stockholders' equity	12,169,621	3,929,047
Total liabilities and stockholders' equity	$ 12,955,230	$ 4,016,869

See accompanying notes to consolidated financial statements.

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MARATHON PATENT GROUP, INC. AND SUBSIDIARIES
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
CONSOLIDATED STATEMENTS OF OPERATIONS

	For the year ended December 31, 2013	For the year ended December 31, 2012
Revenue	$ 3,418,371	$ -
Operating expenses		
Direct costs of revenue	957,040	-
Amortization of patents	1,038,505	8,773
Compensation and related taxes	2,997,053	2,676,462
Consulting fees	901,686	2,042,144
Professional fees	655,202	510,112
General and administrative	544,338	303,471
Total operating expenses	7,093,824	5,540,962
Operating loss from continuing operations	(3,675,453)	(5,540,962)
Other income (expenses)		
Other income	-	125,000
Realized loss other than temporary decline - available for sale	(38,819)	(112,500)
Interest income	1,552	978
Interest expense	(1,075)	(153)
Total other income (expenses)	(38,342)	13,325
Loss from continuing operations before provision for income taxes	(3,713,795)	(5,527,637)
Provision for income taxes	-	-
Loss from continuing operations	(3,713,795)	(5,527,637)
Discontinued operations:		
Income (loss) from discontinued operations, net of tax	263,460	(1,410,671)
Net loss	(3,450,335)	(6,938,308)
Less: Net loss attributable to non-controlling interest	-	10,496
Net loss attributable to Marathon Patent Group, Inc.	$ (3,450,335)	$ (6,927,812)
Loss per common share, basic and diluted:		
Loss from continuing operations	$ (0.81)	$ (1.98)
Loss from discontinued operations	0.06	(0.51)
	$ (0.75)	$ (2.49)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING - Basic and Diluted	4,604,193	2,787,593

See accompanying notes to consolidated financial statements.

MARATHON PATENT GROUP, INC. AND SUBSIDIARIES
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

	For the year ended December 31, 2013	For the year ended December 31, 2012
Net loss attributable to Marathon Patent Group, Inc.	$ (3,450,335)	$ (6,927,812)
Other comprehensive loss:		
Unrealized loss on investment securities, available for sale	(6,250)	-
Comprehensive loss attributable to Marathon Patent Group, Inc.	$ (3,456,585)	$ (6,927,812)

See accompanying notes to consolidated financial statements.

MARATHON PATENT GROUP, INC. AND SUBSIDIARIES
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock $0.0001 Par Value		Additional Paid-in	Accumulated	Accumulated Other Comprehensive	Non-Controlling	Total Stockholders' Equity
	Shares	Amount	Capital	Deficit	Income	Interest	(Deficit)
Balance at January 1, 2012	769,231	$ 77	$ 4,923	$ (109,322)	$ -	$ -	$ (104,322)
Recapitalization of the Company	576,923	58	3,342	-	-	-	3,400
Common stock issued for cash	1,034,613	103	6,511,862	-	-	-	6,511,965
Common stock issued for advance payable	15,385	2	99,998	-	-	-	100,000
Common stock issued for legal services	28,846	3	164,997	-	-	-	165,000
							-
Common stock issued pursuant to an option agreement	769,231	77	923	-	-	-	1,000
Common stock issued for compensation	6,401	1	33,286	-	-	-	33,287
Common stock issued for exercise of warrants on a cashless basis	345,756	35	(35)	-	-	-	-
							-
Common stock issued for acquisition of patents	711,538	71	854	-	-	-	925
Stock-based compensation in connection with warrants granted to employees and consultants	-	-	4,238,100	-	-	-	4,238,100
Cancellation of common stock in connection with rescission agreement	(754,359)	(75)	(131,925)	-	-	-	(132,000)
Proceeds from disgorgement of former officer short swing profits	-	-	50,000	-	-	-	50,000
Net loss	-	-	-	(6,927,812)	-	(10,496)	(6,938,308)
Balance at December 31, 2012	3,503,565	352	10,976,325	(7,037,134)	-	(10,496)	3,929,047
Common stock issued for cash	1,158,654	115	5,777,481	-	-	-	5,777,596
Common stock issued in the acquisition of Cyberfone	461,538	46	2,279,954	-	-	-	2,280,000
Common stock issued for the acquisition of patents	150,000	15	718,485	-	-	-	718,500
Common stock issued for legal services	10,076	1	59,619	-	-	-	59,620
Common stock issued for services	205,760	20	1,051,215		-	-	1,051,235
Stock based compensation in connection with warrants issued to employees and consultants	-	-	117,796	-	-	-	117,796
Stock based compensation in connection with a restricted stock unit issued to a consultant	-	-	570,000	-	-	-	570,000
Stock based compensation in connection with options issued to employees and consultants	-	-	1,122,412	-	-	-	1,122,412
Other comprehensive loss - marketable							

securities available for sale	-	-	-	-	(6,250)	-	(6,250)
Net loss	-	-	-	(3,450,335)	-	-	(3,450,335)
Balance at December 31, 2013	5,489,593	$ 549	$22,673,287	$(10,487,469)	$ (6,250)	$ (10,496)	$ 12,169,621

See accompanying notes to consolidated financial statements.

MARATHON PATENT GROUP, INC. AND SUBSIDIARIES
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the year ended December 31, 2013	For the year ended December 31, 2012
Cash flows from operating activities:		
Net loss attributable to Marathon Patent Group, Inc.	$ (3,450,335)	$ (6,927,812)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	3,360	-
Amortization of patents	1,038,505	8,773
Amortization of prepaid expense in connection with the issuance of common stock issued for prepaid services	269,086	-
Stock based compensation on warrants	117,796	2,723,162
Stock based compensation on options granted	1,122,412	1,514,938
Stock based compensation on common stock issuances	609,980	-
Common stock issued for services	59,620	198,287
Non-controlling interest	-	(10,496)
Non-cash revenue	(1,700,000)	-
Non-cash loss -securities available for sale	6,250	-
Non-cash other (income) loss	-	(125,000)
Gain on sale of assets- securities available for sale	(168,216)	-
Realized loss - securities available for sale	38,819	112,500
Impairment of mineral rights	-	1,256,000
Impairment of assets of discontinued operations	-	30,248
Changes in operating assets and liabilities		
Accounts receivable	(270,000)	-
Assets of discontinued operations - current portion	82,145	(62,145)
Prepaid expenses	29,571	(36,933)
Assets of discontinued operations - long term portion	-	3,915
Increase in other comprehensive income	(6,250)	-
Accounts payable and accrued expenses	697,787	53,159
Net cash used in operating activities	(1,519,470)	(1,261,404)
Cash flows from investing activities:		
Acquisition of mineral rights	-	(325,000)
Acquisition of patents	(3,150,000)	(500,000)
Note receivable - related party	-	(147,708)
Collection on note receivable - related party	-	147,708
Purchase of property and equipment	(17,000)	-
Proceeds received from the sale of marketable securities	129,397	-
Sale of real estate property (discontinued operations)	1,052,320	576,477
Acquisition of real estate property	-	(1,366,627)
Acquisition of CyberFone	(1,000,000)	-
Capitalized cost related to improvements of real estate property (discontinued operations)	(16,750)	(245,420)
Net cash used in investing activities	(3,002,033)	(1,860,570)
Cash flows from financing activities:		
Proceeds from the issuance of a note in connection with acquisition of patents	500,000	-
Payment on note payable	-	(930,000)
Payment on note payable - related party	-	(152,974)
Payment on note payable in connection with the acquisition of patents	(500,000)	-
Payment in connection with the cancellation of stock and rescission agreement	-	(132,000)
Proceeds from disgorgement of former officer short swing profits	-	50,000
Proceeds from sale of common stock, net of issuance costs	5,777,596	6,511,965
Net cash provided by financing activities	5,777,596	5,346,991
Net increase in cash	1,256,093	2,225,017
Cash at beginning of period	2,354,169	129,152
Cash at end of period	$ 3,610,262	$ 2,354,169
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for:		

Interest	$ 1,075	$ 153
Income taxes	$ -	$ -
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Issuance of common stock for advances payable	$ -	$ 100,000
Assumption of prepaid assets upon exercise of option agreement	$ -	$ 43,157
Assumption of accounts payable upon exercise of option agreement	$ -	$ 30,664
Issuance of a note payable in connection with an option agreement	$ -	$ 930,000
Issuance of common stock in connection with an option agreement	$ -	$ 1,000
Common stock issued for acquisition of patents	$ 718,500	$ 925
Common stock issued in connection with the acquisition of Cyberfone Systems, LLC	$ 2,280,000	$ -
Common stock issued for prepaid services	$ 441,247	$ -
Acquisition of patents in connection with a non-cash settlement	$ 1,700,000	$ -

See accompanying notes to consolidated financial statements.

MARATHON PATENT GROUP, INC.
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013

NOTE 1 - ORGANIZATION AND DESCRIPTION OF BUSINESS

Organization

Marathon Patent Group, Inc. (the "Company"), formerly American Strategic Minerals Corporation, was incorporated under the laws of the State of Nevada on February 23, 2010.

Our business is to acquire patents and patent rights and to monetize the value of those assets to generate revenue and profit for the Company. We acquire patents and patent rights from their owners, who range from individual inventors to Fortune 500 companies. Part of our acquisition strategy is to acquire patents and patent rights that cover a wide-range of subject matter, which allows us to achieve the benefits of a growing diversified portfolio of assets. Generally, the assets we acquire are characterized by having large identifiable companies who are or have been using technology that infringes on our patent rights. We generally monetize our portfolio of assets by initiating enforcement activities against any infringing parties with the objective of entering into a standard form of comprehensive settlement and license agreement that may include the granting of non-exclusive retroactive and future rights to use the patented technology, a covenant not to sue, a release of the party from certain claims, the dismissal of any pending litigation and other terms that are appropriate in the circumstances. Our strategy has been developed with the expectation that it will result in a long-term, diversified revenue stream for the Company.

On December 7, 2011, the Company changed its name to "American Strategic Minerals Corporation" from "Verve Ventures, Inc.", and increase the Company's authorized capital to 200,000,000 shares of common stock, par value $0.0001 per share, and 50,000,000 shares of preferred stock, par value $0.0001 per share. During June 2012, the Company discontinued its exploration and potential development of uranium and vanadium minerals business. In November 2012, the Company discontinued its real estate business.

On August 1, 2012, the shareholders holding a majority of the Company's voting capital voted in favor of (i) changing the name of the Company to "Fidelity Property Group, Inc." and (ii) the adoption the 2012 Equity Incentive Plan and reserving 10,000,000 shares of common stock for issuance thereunder (the "2012 Plan"). The board of directors of the Company (the "Board of Directors") approved the name change and the adoption of the 2012 Plan on August 1, 2012. The Company did not file an amendment to its Articles of Incorporation with the Secretary of State of Nevada and subsequently abandoned the decision to adopt the "Fidelity Property Group, Inc." name.

MARATHON PATENT GROUP, INC.
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013

On October 1, 2012, the shareholders holding a majority of the Company's voting capital had voted and authorized the Company to (i) change the name of the Company to Marathon Patent Group, Inc. (the "Name Change") and (ii) effectuate a reverse stock split of the Company's common stock by a ratio of 3-for-2 (the "Reverse Split") within one year from the date of approval of the stockholders of the Company. The Board of Directors approved the Name Change and the Reverse Split on October 1, 2012. The Board of Directors determined the name "Marathon Patent Group, Inc." better reflects the long-term strategy in exploring other opportunities and the identity of the Company going forward. On February 15, 2013, the Company filed the Certificate of Amendment with the Secretary of State of the State of Nevada in order to effectuate the Name Change. On May 31, 2013, shareholders of record holding a majority of the outstanding voting capital of the Company approved a reverse stock split of the Company's issued and outstanding common stock by a ratio of not less than one-for-five and not more than one-for-fifteen at any time prior to April 30, 2014, with such ratio to be determined by the Company's Board of Directors, in its sole discretion. On June 24, 2013, the reverse stock split ratio of one (1) for thirteen (13) basis was approved by the Board of Directors. On July 18, 2013, the Company filed a certificate of amendment to its Amended and Restated Articles of Incorporation with the Secretary of State of the State of Nevada in order to effectuate a reverse stock split of the Company's issued and outstanding common stock, par value $0.0001 per share on a one (1) for thirteen (13) basis. All share and per share values for all periods presented in the accompanying consolidated financial statements are retroactively restated for the effect of the reverse stock split.

On January 26, 2012, the Company entered into a Share Exchange Agreement (the "Exchange Agreement") with American Strategic Minerals Corporation, a Colorado corporation ("Amicor") and the shareholders of Amicor (the "Amicor Shareholders"). Upon closing of the transaction contemplated under the Exchange Agreement (the "Share Exchange"), on January 26, 2012, the Amicor Shareholders transferred all of the issued and outstanding capital stock of Amicor to the Company in exchange for an aggregate of 769,231 post-split (10,000,000 pre-split) shares of the common stock of the Company. The Share Exchange caused Amicor to become a wholly-owned subsidiary of the Company.

Additionally, as further consideration for entering into the Exchange Agreement, certain Amicor Shareholders received ten-year warrants to purchase an aggregate of 461,538 post-split (6,000,000 pre-split) shares of the Company's common stock with an exercise price of $6.50 post-split ($0.50 pre-split) per share. Prior to acquisition by the Company, Amicor owned certain mining and mineral rights.

Amicor, formerly Nuclear Energy Corporation, was incorporated under the laws of the State of Colorado on April 30, 2011. Amicor owns mining leases of federal unpatented mining claims and leases private lands in the states of Utah and Colorado for the purpose of exploration and potential development of uranium and vanadium minerals.

Prior to the Share Exchange, the Company was a shell company with no business operations.

The Share Exchange was accounted for as a reverse-merger and recapitalization. Amicor was the acquirer for financial reporting purposes and the Company was the acquired company. Consequently, the assets and liabilities and the operations reflected in the historical financial statements prior to the Share Exchange were those of Amicor and were recorded at the historical cost basis of Amicor, and the consolidated financial statements after completion of the Share Exchange included the assets and liabilities of the Company and Amicor, historical operations of Amicor and operations of the Company from the closing date of the Share Exchange.

On June 11, 2012, the Company terminated various leases related to its uranium mining claims (the "Claims"), consisting of: the Cutler King Property (3 unpatented mining claims); "Centennial-Sun Cup" (42 unpatented mining claims); "Bull Canyon" (2 unpatented mining claims); "Martin Mesa" (51 unpatented mining claims); "Avalanche/Ajax" (8 unpatented mining claims) and "Home Mesa" (9 unpatented mining claims). The Company had acquired the Claims through the acquisition of Amicor on January 26, 2012. The decision by the Company to terminate these leases followed changes in management and direction of the Company, a review of the uranium market, and the timing and costs expected to pursue the business.

MARATHON PATENT GROUP, INC.
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013

On June 11, 2012, the Company entered into a rescission agreement (the "Rescission Agreement") with Amicor, and the Amicor Shareholders. Each of the Amicor Shareholders had previously received shares of the Company's common stock (and certain of the Amicor Shareholders also received warrants to purchase shares of the Company's common stock) (collectively, the "Shareholder Securities") pursuant to the Rescission Agreement. Each of the Amicor Shareholders, with the exception of one, agreed to return the Shareholder Securities to the Company for cancellation and to enter into joint mutual releases with the Company. Furthermore, pursuant to the terms of the Rescission Agreement, George Glasier resigned from his position as President, Chief Executive Officer and Chairman of the Company; Kathleen Glasier resigned from her position as Secretary of the Company, Michael Moore resigned from his position as Chief Operating Officer and Vice President of the Company and each of David Andrews and Kyle Kimmerle resigned from their position as a director of the Company. As a result of the foregoing, the Company cancelled 754,359 post-split (9,806,667 pre-split) shares of the Company's common stock and 369,231 post-split (4,800,000 pre-split) warrants and terminated the mining leases entered into with the Amicor Shareholders. Additionally, the Company paid an aggregate of $132,000 to Amicor Shareholders upon the execution of the Rescission Agreement.

Under the terms of the Rescission Agreement, upon Mr. Glasier's resignation, the Company's employment agreement with Mr. Glasier was terminated and all options, warrants and rights to acquire any shares of the Company's common stock, whether vested or unvested, were terminated as of the date of the Rescission Agreement. Additionally, under the terms of the Rescission Agreement, the Company's lease for certain office space, dated as of January 26, 2012 with Silver Hawk Ltd., an entity owned and controlled by George Glasier and Kathleen Glasier, was terminated.

On June 11, 2012, the Company and Pershing Gold Corporation ("Pershing") exercised its right under the Option Agreement executed in January 2012, through the assignment of Pershing's wholly owned subsidiary, Continental Resources Acquisition Sub, Inc. ("Acquisition Sub"). As a result of the assignment, Acquisition Sub became a wholly owned subsidiary of the Company and the Company acquired all of Pershing's uranium assets.

On November 14, 2012, the Company entered into a Share Exchange Agreement (the "Sampo Exchange Agreement") with Sampo IP LLC, a Virginia limited liability company ("Sampo"), a company that owns a portfolio of patents, and the members of Sampo (the "Sampo Members"). Upon closing of the transaction contemplated under the Sampo Exchange Agreement (the "Sampo Share Exchange"), on November 14, 2012, the Sampo Members (6 members) transferred all of the issued and outstanding membership interests of Sampo to the Company in exchange for an aggregate of 711,538 post-split (9,250,000 pre-split) shares of the common stock of the Company. Additionally, the Company made a cash payment to Sampo of $500,000 pursuant to the terms of the Sampo Exchange Agreement.

Upon the closing of the Sampo Share Exchange, Mark Groussman resigned as the Company's Chief Executive Officer and John Stetson resigned as the Company's President and Chief Operating Officer and simultaneously with the effectiveness of the Sampo Share Exchange, Doug Croxall was appointed as the Company's Chief Executive Officer and Chairman and John Stetson was appointed as the Company's Chief Financial Officer and Secretary. LVL Patent Group LLC, of which Mr. Croxall is the Chief Executive Officer, and John Stetson, were former members of Sampo and received 307,692 post-split (4,000,000 pre-split) and 38,462 post-split (500,000 pre-split) shares of the Company's common stock, respectively, in connection with the Sampo Share Exchange.

MARATHON PATENT GROUP, INC.
(FORMERLY AMERICAN STRATEGIC MINERALS CORPORATION)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013

On March 6, 2013, the Company entered into an Asset Purchase Agreement (the "Augme Agreement") with Augme Technologies ("Seller") whereby Seller agreed to sell to the Company certain office equipment, data, documentation, and business information related to the Seller's business and assign agreements and prospective clients and business opportunities to the Company. In consideration for the assets and assigned agreements, the Company paid $10,000 at closing and provides litigation assistance as defined in the Agreement. As additional consideration, the Company also entered into a 2 year Service Agreement (the "Service Agreement") with the Seller whereby the Seller shall engage the Company to provide consulting services including patent litigation matters, sale, license involving the Seller's intellectual property and general consulting services to continue the Seller's business operations. The Company recorded the $10,000 payment which was primarily attributable to property and equipment. Additionally, the Company assumed an office lease agreement that expired in July 2013.

On April 16, 2013, the Company through its subsidiary, Relay IP, Inc. acquired a US patent for $350,000.

On April 22, 2013, CyberFone Acquisition Corp. ("Acquisition Corp."), a Texas corporation and newly formed wholly owned subsidiary of the Company entered into a merger agreement (the "CyberFone 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"). In the transaction, the Company acquired 10 US patents, 27 foreign patents and 1 patent pending from CyberFone Systems valued at $1,135,512 (see note 3).

On May 6, 2013, in connection with the closing of a settlement and license agreement, the Company agreed to settle and release a certain defendant for past and future use of the Company's patents. The defendant agreed to assign and transfer 3 US patents and rights valued at $1,000,000 in lieu of an additional cash payment, which amount has been included in the Company's revenue during the year ended December 31, 2013.

In September 2013, the Company acquired 14 US patents for a total purchase price of $1,100,000.

On November 13, 2013, the Company acquired four patents for 150,000 shares of the Company's common stock, which the Company valued at $718,500 based on the fair market value of the stock issued.

On December 16, 2013, the Company acquired certain patents from Delphi Technologies, Inc. for $1,700,000 pursuant to a Patent Purchase Agreement entered into on October 31, 2013 and Amended on December 16, 2013.

On December 22, 2013, in connection with a settlement and license agreement, the Company agreed to settle and release another defendant for past and future use of the Company's patents, whereby the defendant agreed to assign and transfer 2 US patents and rights to the Company. The Company valued the two patents at an aggregate of $700,000 and included that amount in revenue during the year ended December 31, 2013.

Going Concern in Prior Years

Prior to 2013, the Company's independent auditor's determined that there was substantial doubt about the ability of the Company to continue as a going concern and issued an audit opinion reflecting that assessment. The key reasons for their conclusion included the fact that the Company had changed businesses several times in a short period; lacked management experience in the businesses; was unable to generate revenue from these businesses and, generally, was not able to show that the Company was capable of a sustained, revenue generating business and the capital sufficient to sustain operations.

The Company made the decision to discontinue its prior businesses and focus on the patent acquisition and monetization business. In late 2012, the Company acquired certain patent assets and hired new management with experience and a track record in the patent acquisition and licensing business. Management immediately implemented its plan for acquiring patents and patent rights and enforcing those rights to generate revenue and profit. During 2013, the Company continued to execute on its plan throughout the year by acquiring eight additional patent portfolios, generating a total of $3.4 million in revenue including cash revenue of $1.7 million; raising $5.8 million in new equity capital; establishing a reasonable level of liquidity in the Company's stock and completed its management team to support sustained growth and revenue generation. Due to the positive changes in the operations of the Company, the Company's ability to meet the requirements for sustained operations and its cash position at December 31, 2013, the Company's independent auditors have determined that issuing an opinion with a going concern uncertainty is no longer needed and, therefore, have issued an unqualified opinion on the Company's financial statement s for the year ended December 31, 2013 with no uncertainty.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Principles of Consolidation

The consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles ("US GAAP") and present the consolidated financial statements of the Company and its wholly owned and majority owned subsidiaries as of December 31, 2013. In the preparation of consolidated financial statements of the Company, intercompany transactions and balances are eliminated.

Development Stage Company in Prior Years

Prior to 2013, the Company was a development stage company in accordance with Accounting Standards Codification ("ASC") Topic 915," Development Stage Entities." During that time, the prior management spent time organizing the business, developing plans, working to raise capital and undertook limited activities in several different businesses but did not generate revenue or profits from those businesses and did not build a significant, sustainable level of operations in any particular business.

In November 2012, the situation changed with the Company by making the decision to enter the business of acquiring patents and patent rights and monetizing the value of those assets through a plan of engaging in multiple enforcement campaigns, acquired an initial portfolio of patents, hired new executive management experienced in the patent monetization business, and commenced operations in that business. During 2013, the Company continued to execute its plan, acquired eight additional portfolios, including two from its enforcement activities, generated revenue from that business in each of the last three quarters aggregating to $3,418,371 (including the value of the two portfolios from its enforcement activities), built out its management team for sustained operations, and raised $5,777,506 of new capital. As a result of this operating performance, management believes that during the fourth quarter of 2013, the Company emerged from being a development stage company and became an established company. Accordingly, the financial statements for the year ended December 31, 2013 are presented as those of an operating company.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates made by management include, but are not limited to, the assumptions used to calculate fair value of warrants and options granted, common stock issued for services, and common stock issued in connection with an option agreement and common stock issued for the acquisition of patents.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments and other short-term investments with maturity of three months or less, when purchased, to be cash equivalents. The Company maintains cash and cash equivalent balances at one financial institution that is insured by the Federal Deposit Insurance Corporation. The Company's account at this institution is insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. For the years ended December 31, 2013 and 2012, the Company's bank balances exceeded the FDIC insurance limit. To reduce its risk associated with the failure of such financial institution, the Company evaluates at least annually the rating of the financial institution in which it holds deposits.

Accounts Receivable

The Company has a policy of reserving for accounts based on its best estimate of the amount of probable credit losses in its existing accounts receivable. The Company periodically reviews its accounts receivable to determine whether an allowance is necessary based on an analysis of past due accounts and other factors that may indicate that the realization of an account may be in doubt. Account balances deemed to be uncollectible are charged to the bad debt expense after all means of collection have been exhausted and the potential for recovery is considered remote. At December 31, 2013 and 2012, the Company had recorded an allowance for bad debts in the amount of $57,050 and $0, respectively. Net accounts receivable at December 31, 2013 and 2012, were $270,000 and $0, respectively.

Concentration of Revenue and Geographic Area

Revenue from the Company's patent enforcement activities is considered United States revenue as any payments for licenses included in that revenue are for United States operations irrespective of the location of the licensee's or licensee's parent home domicile.

As of December 31, 2013, two customers accounted for 100% of the Company's net accounts receivable. Revenues from two customers accounted for approximately 55% of the Company's revenue for the year ended December 31, 2013. There were no revenues in 2012. The Company derived these revenues from the one-time issuance of non-recurring, non-exclusive, non-assignable licenses to two different entities and their affiliates for certain of the Company's patents. While the Company has a growing portfolio of patents, at this time, the Company expects that a significant portion of its future revenues will be based on one-time grants of similar non-recurring, non-exclusive, non-assignable licenses to a relatively small number of entities and their affiliates. Further, with the expected small number of firms with which the Company enters into license agreements, and the amount and timing of such license agreements, the Company also expects that its revenues may be highly variable from one period to the next.

At the current time, we define customers as firms that take licenses to the Company's patents, either prior to or during enforcement litigation. These firms generally enter into non-recurring, non-exclusive, non-assignable license agreements with the Company, and these customers do not generally engage on ongoing, recurring business activity with the Company. The Company has historically had a small number of customers enter into such agreements, resulting in higher levels of revenue concentration.

Revenue Recognition

The Company recognizes revenue in accordance with ASC Topic 605, "Revenue Recognition". Revenue is recognized when (i) persuasive evidence of an arrangement exists, (ii) all obligations have been substantially performed, (iii) amounts are fixed or determinable and (iv) collectability of amounts is reasonably assured.

The Company considers the revenue generated from its settlement and licensing agreements as one unit of accounting under ASC 605-25, "Multiple-Element Arrangements" as the delivered items do not have value to customers on a standalone basis, there are no undelivered elements and there is no general right of return relative to the license. Under ASC 605-25, the appropriate recognition of revenue is determined for the combined deliverables as a single unit of accounting and revenue is recognized upon delivery of the final elements, including the license for past and future use and the release.

Also, due to the fact that the settlement element and license element for past and future use are the Company's major central business, the Company presents these two elements as one revenue category in its statement of operations. The Company does not expect to provide licenses that do not provide some form of settlement or release. Revenue from patent enforcement activities accounted for 100% of the Company's revenues for the year ended December 31, 2013.

Prepaid Expenses

Prepaid expenses of $752,931 and $40,333 at December 31, 2013 and 2012, respectively, consist primarily of costs paid for future services that will occur within a year. Prepaid expenses include prepayments in cash and in equity instruments for investor relations public relations services, business advisory, other consulting and prepaid insurance, all of which assets are being amortized over the terms of their respective agreements.

Marketable Securities

Marketable securities that the Company invests in publicly traded equity securities and are generally restricted for sale under Federal securities laws. The Company's policy is to liquidate securities received when market conditions are favorable for sale. Since these securities are often restricted, the Company is unable to liquidate them until the restriction is removed. Pursuant to ASC Topic 320, "Investments –Debt and Equity Securities" the Company's marketable securities have a readily determinable and active quoted price, such as from NASDAQ, NYSE Euronext, the Over the Counter Bulletin Board, and the OTC Markets Group.

Available for sale securities are carried at fair value, with changes in unrealized gains or losses are recognized as an element of comprehensive income based on changes in the fair value of the security. Once liquidated, realized gains or losses on the sale of marketable securities - available for sale, are reflected in the net income (loss) for the period in which the security was liquidated.

Related Party Transaction

Parties are considered to be related to the Company if the parties, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with the Company. Related parties also include principal owners of the Company, its management, members of the immediate families of principal owners of the Company and its management and other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests. The Company discloses all related party transactions.

On November 14, 2012, upon the closing of the Sampo Share Exchange, LVL Patent Group LLC, in which Mr. Croxall, our Chief Executive Officer, was also the Chief Executive Officer of LVL Patent Group LLC. and John Stetson, were former members of Sampo, received 307,692 and 38,461 shares of the Company's common stock, respectively, in connection with the Sampo Share Exchange.

On May 13, 2013, we entered into a six year advisory services agreement (the "Advisory Services Agreement") with IP Navigation Group, LLC, of which Erich Spangenberg is Chief Executive Officer. Mr. Spangenberg is an affiliate of the Company. The terms of the Advisory Services Agreement provides that, in consideration for its services as intellectual property licensing agent, the Company will pay to IP Navigation Group, LLC between 10% and 20% of the gross proceeds of certain licensing campaigns in which IP Navigation Group, LLC acts as intellectual property licensing agent. The Advisory Services Agreement with IP Navigation Group, LLC is filed herewith as Exhibit 10.62, and incorporated by reference in its entirety.

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Comprehensive Income

Accounting Standards Update ("ASU") No. 2011-05 amends Financial Accounting Standards Board ("FASB") Codification Topic 220 on comprehensive income (1) to eliminate the current option to present the components of other comprehensive income (loss) in the statement of changes in equity, and (2) to require presentation of net income (loss) and other comprehensive income (loss) (and their respective components) either in a single continuous statement or in two separate but consecutive statements. These amendments do not alter any current recognition or measurement requirements in respect of items of other comprehensive income. The amendments in this Update are to be applied prospectively.

Fair Value of Financial Instruments

The Company adopted FASB ASC 820, "Fair Value Measurements and Disclosures" ("ASC 820"), for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing US GAAP that require the use of fair value measurements, establishes a framework for measuring fair value and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Company's financial position or operating results, but did expand certain disclosures. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized below:

Level 1:	Observable inputs such as quoted market prices in active markets for identical assets or liabilities
Level 2:	Observable market-based inputs or unobservable inputs that are corroborated by market data
Level 3:	Unobservable inputs for which there is little or no market data, which require the use of the reporting entity's own assumptions.

Investment measured at fair value on a recurring basis at December 31, 2013:

	Fair Value Measurements Using:		
	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Marketable securities – available for sale, net of discount for effect of market illiquidity.	$ -	$ -	$ 6,250

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Investment measured at fair value on a recurring basis at December 31, 2012:

	Fair Value Measurements Using:		
	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Marketable securities – available for sale, net of discount for effect of the lack of registration of the securities	$ -	$ -	$ 12,500

At December 31, 2013, the Company classifies the investments in marketable securities available for sale as Level 3, adjusted for the effect of market illiquidity. The securities could not readily be resold by the Company without adversely affecting the market price of the security. At December 31, 2012, the Company classified the investments in marketable securities available for sale as Level 3, adjusted for the lack of registration of the securities under the Securities Act of 1933, as amended (the “Securities Act”) or the availabilities of an exemption from the registration requirements under the Securities Act. Until such time as the securities are registered or until such restriction otherwise lapses, the Company is unable to sell them in the market. Unrealized gains or losses on marketable securities available for sale are recognized as an element of comprehensive income based on changes in the fair value of the security. Once liquidated, realized gains or losses on the sale of marketable securities available for sale are reflected in our net income for the period in which the security was liquidated.

The carrying amounts reported in the balance sheet for cash, accounts receivable, prepaid expenses, accounts payable, and accrued expenses, approximate their estimated fair market value based on the short-term maturity of these assets and liabilities..

In addition, FASB ASC 825-10-25 “Fair Value Option” was effective for January 1, 2008. ASC 825-10-25 expands opportunities to use fair value measurements in financial reporting and permits entities to choose to measure many financial instruments and certain other items at fair value.

The Company has recorded unrealized loss of $6,250 as an element of comprehensive income during the year ended December 31, 2013.

In July 2013, the Company assigned its rights and interest in a mining lease agreement to an unrelated company. In consideration for the assignment of lease agreement, the unrelated company issued 1,293,967 of its shares (the “Unrelated Company Shares”) to the Company. At the time of issuance, the Company valued the Unrelated Company Shares and recorded the cost of investment at the fair market value (based on the sale of its shares in a private placement) of the shares at $0.13 per share or $168,216 and was recorded as a gain from sale of assets of discontinued operations (see Note 4) during the year ended December 31, 2013. In September 2013, the Company sold the Unrelated Company Shares and generated proceeds of $129,397. The decrease in fair value of $38,819 has been recorded as a realized loss in the statement of operations for the year ended December 31, 2013.

Accounting for Acquisitions

In the normal course of its business, the Company makes acquisitions of patent assets and may also make acquisitions of businesses. With respect to each such transaction, the Company evaluates facts of the transaction and follows the guidelines prescribed in accordance with ASC 805 – Business Combinations to determine the proper accounting treatment for each such transaction and then records the transaction in accordance with the conclusions reached in such analysis. The Company performs such analysis with respect to each material acquisition within the consolidated group of entities.

Income Taxes

The Company accounts for income taxes pursuant to the provision of ASC 740-10, "Accounting for Income Taxes" which requires, among other things, an asset and liability approach to calculating deferred income taxes. The asset and liability approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. A valuation allowance is provided to offset any net deferred tax assets for which management believes it is more likely than not that the net deferred asset will not be realized.

The Company follows the provision of the ASC 740-10 related to Accounting for Uncertain Income Tax Position. When tax returns are filed, it is highly certain that some positions taken would be situated upon examination by the taxing authorities, while others are subject to uncertainty about the merits of the position taken or the amount of the position that would be ultimately sustained. In accordance with the guidance of ASC 740-10, the benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is most likely that not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions.

Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50 percent likely of being realized upon settlement with the applicable taxing authority. The portion of the benefits associated with tax positions taken that exceeds the amount measured as described above should be reflected as a liability for uncertain tax benefits in the accompanying balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. The Company believes its tax positions are all highly certain of being upheld upon examination. As such, the Company has not recorded a liability for uncertain tax benefits.

The Company has adopted ASC 740-10-25 Definition of Settlement, which provides guidance on how an entity should determine whether a tax position is effectively settled for the purpose of recognizing previously unrecognized tax benefits and provides that a tax position can be effectively settled upon the completion and examination by a taxing authority without being legally extinguished. For tax position considered effectively settled, an entity would recognize the full amount of tax benefit, even if the tax position is not considered more likely that not to be sustained based solely on the basis of its technical merits and the statute of limitations remains open. The federal and state income tax returns of the Company are subject to examination by the Internal Revenue Service and state taxing authorities, generally for three years after they were filed.

Basic and Diluted Net Loss per Share

Net loss per common share is calculated in accordance with ASC Topic 260: Earnings Per Share ("ASC 260"). Basic loss per share is computed by dividing net loss by the weighted average number of shares of common stock outstanding during the period. The computation of diluted net loss per share does not include dilutive common stock equivalents in the weighted average shares outstanding as they would be anti-dilutive. As of December 31, 2013, the Company has 708,260 warrants outstanding and 1,338,076 common stock purchase options outstanding, all of which were excluded from the computation of diluted shares outstanding as they would have had an anti-dilutive impact on the Company's net loss per share computation. In addition, as of December 31, 2013, the Company has outstanding a Restricted Stock Unit ("RSU") for 100,000 shares of common stock, which RSU is also not included in the computation of basic and diluted net loss per share.

The following table sets forth the computation of basic and diluted loss per share:

	For the year ended December 31, 2013	For the year ended December 31, 2012
Numerator:		
Loss from continuing operations	$ (3,713,795)	$ (5,527,637)
Income (loss) from discontinued operations	$ 263,460	$ (1,410,671)
Denominator:		
Denominator for basic and diluted loss per share (weighted-average shares)	4,604,193	2,787,593
Income (loss) per common share, basic and diluted:		
Loss from continuing operations	$ (0.81)	$ (1.98)
Income (loss) from discontinued operations	$ 0.06	$ (0.51)

Intangible Assets

Intangible assets include patents purchased and patents acquired in lieu of cash in licensing transactions. The patents purchased are recorded based on the cost to acquire them and patents acquired in lieu of cash are recorded at their fair market value. The costs of these assets are amortized over their remaining useful lives. Useful lives of intangible assets are periodically evaluated for reasonableness and the assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may no longer be recoverable.

Goodwill and Other Intangible Assets

In accordance with ASC 350-30-65, "Intangibles - Goodwill and Others", the Company assesses the impairment of identifiable intangibles whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors the Company considers to be important which could trigger an impairment review include the following:

1. Significant underperformance relative to expected historical or projected future operating results;
2. Significant changes in the manner of use of the acquired assets or the strategy for the overall business; and
3. Significant negative industry or economic trends.

When the Company determines that the carrying value of intangibles may not be recoverable based upon the existence of one or more of the above indicators of impairment and the carrying value of the asset cannot be recovered from projected undiscounted cash flows, the Company records an impairment charge.

The Company measures any impairment based on a projected discounted cash flow method using a discount rate determined by management to be commensurate with the risk inherent in the current business model. Significant management judgment is required in determining whether an indicator of impairment exists and in projecting cash flows.

Impairment of Long-lived Assets

The Company accounts for the impairment or disposal of long-lived assets according to the ASC 360 “Property, Plant and Equipment”. The Company continually monitors events and changes in circumstances that could indicate that the carrying amounts of long-lived assets, including mineral rights, may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated future net undiscounted cash flows expected to be generated by the asset. When necessary, impaired assets are written down to their estimated fair value based on the best information available. Estimated fair value is generally based on either appraised value or measured by discounting estimated future cash flows. Considerable management judgment is necessary to estimate discounted future cash flows. Accordingly, actual results could vary significantly from such estimates. The Company recognizes an impairment loss when the sum of expected undiscounted future cash flows is less than the carrying amount of the asset. The Company recorded impairment charges on its long-lived assets of $0 during the year ended December 31, 2013 and $1,256,000 during the year ended December 31, 2012, which impairment charge was included in loss from discontinued operations.

Stock-based Compensation

Stock-based compensation is accounted for based on the requirements of the Share-Based Payment Topic of ASC 718, which requires recognition in the consolidated financial statements of the cost of employee and director services received in exchange for an award of equity instruments over the period the employee or director is required to perform the services in exchange for the award (presumptively, the vesting period). The ASC also requires measurement of the cost of employee and director services received in exchange for an award based on the grant-date fair value of the award.

Pursuant to ASC Topic 505-50, for share-based payments to consultants and other third-parties, compensation expense is determined at the “measurement date.” The expense is recognized over the vesting period of the award. Until the measurement date is reached, the total amount of compensation expense remains uncertain. The Company initially records compensation expense based on the fair value of the award at the reporting date.

Mineral Property Acquisition and Exploration Costs

Costs of lease, exploration, carrying and retaining unproven mineral lease properties were expensed as incurred. The Company expensed all mineral exploration costs as incurred. Such expenses are included in the loss from discontinued operations and prior periods have been restated in the Company’s financial statements and related footnotes to conform to this presentation. In June 2012, the Company discontinued its exploration stage gold and minerals business and currently does not hold any mining claims.

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Recent Accounting Pronouncements

In April 2013, the FASB ASU 2013-07, “Presentation of Financial Statements: Topic Liquidation Basis of Accounting”. ASU 2013-07 requires an entity to prepare its financial statements using the liquidation basis of accounting when liquidation is imminent. Liquidation is considered imminent when the likelihood is remote that the organization will return from liquidation and either: (a) a plan for liquidation is approved by the person or persons with the authority to make such a plan effective and the likelihood is remote that the execution of the plan will be blocked by other parties; or (b) a plan for liquidation is being imposed by other forces. ASU 2013-07 will be effective for the Company beginning on January 1, 2014. The Company does not expect the adoption of ASU 2013-07 to have a material impact on its financial position, results of operations nor cash flows.

In July 2013, the FASB issued ASU 2013-11, "Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists." ASU 2013-11 provides guidance on the presentation of unrecognized tax benefits related to any disallowed portion of net operating loss carryforwards, similar tax losses, or tax credit carryforwards, if they exist. ASU 2013-11 is effective for fiscal years beginning after December 15, 2013. The adoption of ASU 2013-11 is not expected to have a material impact on the Company’s consolidated financial statements.

There were other updates recently issued, most of which represented technical corrections to the accounting literature or application to specific industries and are not expected to have a material impact on the Company’s financial position, results of operations or cash flows.

NOTE 3 – ACQUISITION

On April 22, 2013, Acquisition Corp., a Texas corporation and newly formed wholly owned subsidiary of the Company entered into a merger agreement with CyberFone Systems, TechDev and Spangenberg Foundation. TechDev and Spangenberg Foundation owned 100% of the membership interests of CyberFone Systems.

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 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. IP Navigation 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 CyberFone 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 461,538 post-split (6,000,000 pre-split) 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 Company valued these common shares at the fair market value on the date of grant at $4.94 post-split ($0.38 pre-split) per share or $2,280,000. The Note was non-interest bearing and was due on June 22, 2013, subject to acceleration in the event of default. The Company may prepay the Note at any time without premium or penalty. On June 21, 2013, we paid $500,000 to TechDev in satisfaction of the note. The transaction resulted in a business combination and caused CyberFone Systems to become a wholly-owned subsidiary of the Company.

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.

The Company accounted for the acquisition utilizing the purchase method of accounting in accordance with ASC 805 “Business Combinations.” The Company is the acquirer for accounting purposes and CyberFone Systems is the acquired company. Accordingly, the Company applied push–down accounting for the transaction and adjusted to fair value all of the assets and liabilities directly on the financial statements of the subsidiary.

The net purchase price paid by the Company was allocated to assets acquired and liabilities assumed on the records of the Company as follows:

Intangible assets	$ 1,135,512
Goodwill	2,144,488
Net purchase price	**$ 3,280,000**

Unaudited pro forma results of continuing operations data as if the business combination of the Company and the subsidiary had occurred on January 1, 2012 and as if the same number of shares of common stock had been issued in that transaction are as follows:

	For the year ended December 31, 2013	For the year ended December 31, 2012
Pro forma revenues	$ 9,318,371	$ 8,184,950
Pro forma income (loss) from operations	(809,760)	(2,376,224)
Pro forma net income (loss)	(848,102)	(2,362,899)
Pro forma income (loss) per share	$ (0.18)	$ (0.73)
Pro forma diluted income (loss) per share	$ (0.18)	$ (0.73)

Pro forma data does not purport to be indicative of the results that would have been obtained had these events actually occurred and is not intended to be a projection of future results.

NOTE 4 - DISCONTINUED OPERATIONS

During June 2012, the Company decided to discontinue its exploration and potential development of uranium and vanadium minerals business and prior periods have been restated in the Company’s subsequent consolidated financial statements and related footnotes to conform to this presentation. Additionally, in November 2012, the Company decided to discontinue its real estate business and intends to sell and dispose its remaining real estate holdings during fiscal 2013. The Company is now engaged solely in the acquisition of patents and patent rights and the monetization of those rights through both the prosecution and licensing of its own patent portfolios and the acquisition of additional patents or partnering with others in the enforcement of their patent rights.

The remaining assets and liabilities of discontinued operations are presented in the balance sheet under the caption “Assets and Liabilities of discontinued operation" and relates to the discontinued operations of both the uranium and vanadium minerals business and real estate business. The carrying amounts of the major classes of these assets and liabilities are summarized as follows:

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	December 31, 2013	December 31, 2012
Assets:		
Deposits in real estate under contract	$ -	$ 82,145
	-	-
Real estate held for sale	-	1,035,570
Assets of discontinued operations	$ -	$ 1,117,715
Liabilities:		
Accounts payables and accrued expenses	30,664	30,664
Liabilities of discontinued operations	$ 30,664	$ 30,664

The following table indicates selected financial data of the Company's discontinued operations of its uranium and vanadium minerals business and real estate business.

	For the year ended December 31, 2013	For the year ended December 31, 2012
Revenues – real estate	$ 1,270,916	$ 724,090
Cost of sales – real estate	(1,064,320)	(576,126)
Gross profit	206,596	147,964
Operating and other non-operating expenses	(111,352)	(1,558,635)
Gain on sale of assets of discontinued operations	168,216	-
Income (loss) from discontinued operations	$ 263,460	$ (1,410,671)

Deposits

Deposits at December 31, 2013 and 2012 were $0 and $82,145, respectively, which consist of earnest money deposits in connection with real estate properties under contract and were included in assets of discontinued operations – current portion.

Real estate held for sale

Real estate held for sale consisted of residential properties located in Southern California. Real estate held for sale was initially recorded at the lower of cost or estimated fair market value less the estimated cost to sell. After acquisition, costs incurred relating to the development and improvements of property are capitalized to the extent they do not cause the recorded value to exceed the net realizable value, whereas costs relating to holding and disposition of the property are expensed as incurred. After acquisition, real estate held for sale was analyzed periodically for changes in fair values and any subsequent write down is charged to impairment losses on real estate properties. Whenever events or changes in circumstances suggest that the carrying amount may not be recoverable, management assessed the recoverability of its real estate by comparing the carrying amount with its fair value. The process involved in the determination of fair value requires estimates as to future events and market conditions. This estimation process may assume that the Company has the ability to dispose of its real estate properties in the ordinary course of business based on management's present plans and intentions. If management determines that the carrying value of a specific real estate investment is impaired, a write-down is recorded as a charge to current period operations. The evaluation process was based on estimates and assumptions and the ultimate outcome may be different.

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The Company determined that the carrying value of the remaining real estate properties does not exceed the net realizable value and thus did not consider it necessary to record any impairment charges of real estate held for sale at December 31, 2013. The Company sold all the remaining real estate properties generating gross profit of $206,596 during the year ended December 31, 2013, which is included in income (loss) from discontinued operations. As of December 31, 2013 and 2012, real estate held for sale, which includes capitalized improvements, were $0 and $1,035,570, respectively, and were included in assets of discontinued operations – long term.

NOTE 5 – INTANGIBLE ASSETS

Intangible assets include patents purchased and patents acquired in lieu of cash in licensing transactions. Patents purchased are recorded based at their acquisition cost and patents acquired in lieu of cash are recorded at their fair market value. Intangible assets consisted of the following:

	December 31, 2013	December 31, 2012	Weighted average amortization period (years)
Patents	$ 7,204,937	$ 500,925	3.78
Less: accumulated amortization	(1,047,278)	(8,773)	
	$ 6,157,659	$ 492,152	

Intangible assets are comprised of patents with estimated useful lives between approximately 1 to 11 years. Once placed in service, the Company amortizes the costs of intangible assets over their estimated useful lives on a straight-line basis. Costs incurred to acquire patents, including legal costs, are also capitalized as long-lived assets and amortized on a straight-line basis with the associated patent. Amortization of patents is included as an operating expense as reflected in the accompanying consolidated statements of operations. The Company assesses fair market value for any impairment to the carrying values. As of December 31, 2013 and 2012 management concluded that there was no impairment to the acquired assets.

Amortization expense for the years ended December 31, 2013 and 2012 was $1,038,505 and $8,773, respectively. Future amortization of current intangible assets, net is as follows:

2014	$ 1,719,105
2015	1,484,209
2016	944,035
2017	639,626
2018	379,691
2019 and thereafter	990,993
Total	$ 6,157,659

On April 16, 2013, the Company through its subsidiary, Relay IP, Inc. acquired a US patent for $350,000. On April 22, 2013, the Company acquired 10 US patents, 27 foreign patents and 1 patent pending from CyberFone Systems valued at $1,135,512 (see note 3). In September 2013, the Company acquired 14 US patents for a total purchase price of $1,100,000. On November 13, 2013, the Company acquired four patents for 150,000 shares of the Company's common stock, which the Company valued at $718,500 based on the fair market value of the stock issued. On December 16, 2013, the Company acquired certain patents from Delphi Technologies, Inc. for $1,700,000 pursuant to a Patent Purchase Agreement entered into on October 31, 2013 and Amended on December 16, 2013.

In connection with a settlement and license agreement dated June 4, 2013, the Company agreed to settle and release a certain defendant for past and future use of the Company's patents. The defendant agreed to assign and transfer 3 US patents and rights valued at $1,000,000 in lieu of an additional cash payment, which amount has been included in the Company's revenue during the year ended December 31, 2013.

In connection with a settlement and license agreement dated December 22, 2013, the Company agreed to settle and release another defendant for past and future use of the Company's patents, whereby the defendant agreed to assign and transfer 2 US patents and rights to the Company. The Company valued the two patents at an aggregate of $700,000 and included that amount in revenue during the year ended December 31, 2013.

NOTE 6 - STOCKHOLDERS' EQUITY

On December 7, 2011, the Company increased its authorized capital to 200,000,000 shares of common stock from 75,000,000 shares, changed the par value to $0.0001 per share from $.001 per share, and authorized new 50,000,000 shares of preferred stock, par value $0.0001 per share.

On June 24, 2013, the reverse stock split ratio of one (1) for thirteen (13) basis was approved by the Board of Directors. On July 18, 2013, the Company filed a certificate of amendment to its Amended and Restated Articles of Incorporation with the Secretary of State of the State of Nevada in order to effectuate a reverse stock split of the Company's issued and outstanding common stock, par value $0.0001 per share on a one (1) for thirteen (13) basis. All share and per share values for all periods presented in the accompanying consolidated financial statements are retroactively restated for the effect of the reverse stock split.

Common Stock

In April 2013, the Company sold an aggregate of 2,404 post-split (31,250 pre-split) units with gross proceeds to the Company of $25,000 to a certain accredited investor pursuant to a subscription agreement. Each unit was sold for a purchase price of $10.40 post-split ($0.80 pre-split) per unit and consists of: (i) two shares of the Company's common stock (4,808 post-split common stock) and (ii) a five-year warrant to purchase an additional share of common stock (2,404 post- split warrants) at an exercise price of $7.80 post-split ($0.60 pre-split) per share, subject to adjustment upon the occurrence of certain events such as stock splits and dividends. The warrants may be exercised on a cashless basis.

On April 17, 2013, the Company executed a consulting agreement with a consultant pursuant to a 12 month consulting agreement for business advisory services. Pursuant to the terms of the agreement, the consultant shall receive a retainer of $5,000 per month. Additionally, the Company shall issue to the consultant 30,769 post-split (400,000 pre-split) shares of common stock of which 7,692 post-split (100,000 pre-split) shares vest immediately and the remaining 23,077 post-split (300,000 pre-split) shares will vest over a 12 month period. In June 2013, the Company issued 11,538 shares for services rendered and valued these common shares at the fair market value on the date of grant at approximately $5.03 per share or $58,000. In third quarter of 2013, the Company issued an aggregate of 5,769 shares of common stock in connection with this consulting agreement. The Company valued the shares at the fair market value on the date of grant at approximately $6.00 per share or $34,480.

On May 22, 2013, the Company executed a one-year consulting agreement with a consultant for business advisory and capital restructuring services. The Company granted 23,077 post-split shares of common stock in connection with this consulting agreement and was valued at fair market value on the date of grant at approximately $5.85 post-split per share. The Company recorded the total consideration of $135,000 as prepaid expense and amortized $78,750 during the year. The remaining balance will be amortized over the remaining term of the consulting agreement.

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On May 31, 2013, the Company sold an aggregate of 999,998 post-split (13,000,000 pre-split) units (the "Units") representing gross proceeds to the Company of $5,200,000 to certain accredited investors (the "Investors") pursuant to a securities purchase agreement (the "Securities Purchase Agreement"). Each Unit was subscribed for a purchase price of $5.20 post-split ($0.40 pre-split) per Unit and consists of: (i) one share (the "Shares") of the Company's common stock (999,998 post-split common stock) and (ii) a three (3) year warrant (the "Warrants") to purchase half a share of the common stock (499,999 post-split warrants) at an exercise price of $6.50 post-split ($0.50 pre-split) per share, subject to adjustment upon the occurrence of certain events such as stock splits and stock dividends and similar events. The Company paid placement agent fees of $170,000 to two broker-dealers in connection with the sale of the units, of which $30,000 was previously paid by the Company as a retainer.

The Warrants may be exercised on a cashless basis at any time that the registration statement to be filed pursuant to the Registration Rights Agreement is not effective after the Effectiveness Date (as defined below). The Warrants contains limitations on the holder's ability to exercise the Warrant in the event such exercise causes the holder to beneficially own in excess of 9.99% of the Company's issued and outstanding Common Stock.

Pursuant to a Registration Rights Agreement with the Investors, the Company has agreed to file a "resale" registration statement with the Securities and Exchange Commission ("SEC") covering the Shares and the Common Stock underlying the Warrants within 45 days of the final closing date of the sale of Units (the "Filing Date") and to maintain the effectiveness of such registration statement. The Company has agreed to use its best efforts to have the initial registration statement declared effective within 120 days of the Filing Date (or within 135 days of the Filing Date in the event that the registration statement is subject to full review by the SEC) (the "Effectiveness Date"). If (i) a registration statement is (A) not filed with the SEC on or before the Filing Date or (B) not declared effective by the SEC on or before the Effectiveness Date, (ii) other than during an allowable grace period, sales cannot be made pursuant to the registration statement or the prospectus contained therein is not available for use for any reason, or (iii) the Company fails to file with the SEC any required reports under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, then, the Company shall pay to the Investors an amount in cash equal to one percent (1%) of such Investor's purchase price every thirty (30) days. Notwithstanding the foregoing, however, 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.

In connection with the acquisition of CyberFone Systems, the Company (i) issued 461,538 post-split (6,000,000 pre-split) shares of common stock to the CyberFone Sellers (see Note 3). The Company valued these common shares at the fair market value on the date of grant at $4.94 post-split ($0.38 pre-split) per share or $2,280,000.

On June 11, 2013, the Company granted an aggregate of 96,154 post-split (1,250,000 pre-split) shares of common stock to the Company's CFO and to a director of the Company, which were valued at fair market value on the date of grant at approximately $5.27 post-split ($0.41 pre-split) per share for a total of $506,250. The shares vested immediately on issuance. During the year ended December 31, 2013, the Company recorded stock-based compensation expense of the total $506,250 related to the vested restricted stock grants.

On June 28, 2013, the Company executed a one-year consulting agreements with two consultants for investor communications and public relation services. The Company granted an aggregate of 67,308 post-split (875,000 pre-split) shares of common stock in connection with these consulting agreements, which shares were valued at fair market value on the date of grant at approximately $4.55 post-split per share for aggregate value of In connection with the issuance of these common shares, the Company recorded prepaid stock-based consulting of $306,256 and amortized $153,128 during the year ended December 31, 2013, with the balance to be amortized over the remaining consulting agreement term.

On July 25, 2013, the Company granted 4,380 shares of common stock for legal services rendered. In connection with this transaction, the Company valued the shares at the fair market value on the date of grant at $6.85 per share or $30,000.

On July 29, 2013, the Company converted legal fees of $29,620 into 5,696 units of securities. Each unit was subscribed for a purchase price of $5.20 post-split ($0.40 pre-split) per unit and consists of: (i) one share of the Company's common stock 5,696 post-split common stock) and (ii) a three (3) year warrant to purchase half a share of the common stock (2,848 post-split warrants) at an exercise price of $6.50 post-split ($0.50 pre-split) per share, subject to adjustment upon the occurrence of certain events such as stock splits and stock dividends and similar events.

In August 2013, the Company sold an aggregate of 153,846 post-split (2,000,000 pre-split) units representing gross proceeds to the Company of $800,000 to certain accredited investors pursuant to a securities purchase agreement. Each unit was subscribed for a purchase price of $5.20 post-split ($0.40 pre-split) per unit and consists of: (i) one share of the Company's common stock (153,846 post-split common stock) and (ii) a three (3) year warrant to purchase half a share of the common stock (76,923 post-split warrants) at an exercise price of $6.50 post-split ($0.50 pre-split) per share, subject to adjustment upon the occurrence of certain events such as stock splits and stock dividends and similar events. Additionally, the Company paid placement agent fees of $35,029 and legal fees of $42,375 in connection with the sale of units.

In October 2013, the Company acquired 4 US patents in consideration for 150,000 restricted shares of the Company's common stock. The restricted shares shall be subject to forfeiture rights for the benefit of the Company in the event no enforcement action is effected by the lapse of the enforcement period as defined in the patent purchase agreement. In connection with this transaction, the Company valued the shares at the fair market value on the date of grant at $4.79 per share or $718,500.

On November 12, 2013, the Company received, in cash, the amount of $25,000 in full payment of a subscription receivable for the purchase of 4,808 shares of the Company's common stock and subsequently issued the shares to the investor.

Common Stock Warrants

During the year ended December 31, 2013, the Company issued 582,175 warrants in connection with financings. Also, during the same period, 73,077 post-split (950,000 pre-split) warrants were forfeited in accordance with the termination of employee and consultant relationships. During the year ended December 31, 2013, the Company recorded stock based compensation expense of $117,796 in connection with vested warrants. At December 31, 2013, there was a total of $99,087 of unrecognized compensation expense related to non-vested warrant-based compensation arrangements.

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A summary of the status of the Company's outstanding stock warrants and changes during the period then ended is as follows:

	Number of Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)
Balance at December 31, 2012	199,162	$ 7.02	6.52
Granted	582,175	6.50	2.46
Cancelled	-	-	-
Forfeited	(73,077)	6.50	8.08
Exercised	-	-	-
Balance at December 31, 2013	708,260	$ 6.66	2.74
Warrants exercisable at December 31, 2013	680,055	$ 6.66	
Weighted average fair value of warrants granted during the period ended December 31, 2013		$ 6.50	

Common Stock Options

On November 14, 2012, the Company entered into an employment agreement with Doug Croxall (the "Croxall Employment Agreement"), whereby Mr. Croxall agreed to serve as Company's Chief Executive Officer for a period of two years. Mr. Croxall received a ten year option award to purchase an aggregate of 153,846 post-split (2,000,000 pre-split) shares of the Company's common stock with an exercise price of $6.50 post-split ($0.50 pre-split) per share, subject to adjustment, which shall vest in 24 equal monthly installments on each monthly anniversary of the date of the Croxall Employment Agreement. The options were valued on the grant date at approximately $6.24 post-split ($0.48 pre-split) per option or a total of $968,600 using a Black-Scholes option pricing model with the following assumptions: stock price of $6.50 post-split ($0.50 pre-split) per share (based on the recent selling price of the Company's common stock at private placements), volatility of 192%, expected term of 5 years, and a risk free interest rate of 0.61%.

On January 28, 2013, the Company entered into an employment agreement with John Stetson, the Company's Chief Financial Officer and Secretary (the "Stetson Employment Agreement") whereby Mr. Stetson agreed to serve as the Company's Chief Financial Officer for a period of one year, subject to renewal. Mr. Stetson shall receive a ten year option award to purchase an aggregate of 38,462 post-split (500,000 pre-split) shares of the Company's common stock with an exercise price of $6.50 post-split ($0.50 pre-split) per share, subject to adjustment, which shall vest in three (3) equal annual installments on the beginning on the first annual anniversary of the date of the Stetson Employment Agreement, provided Mr. Stetson is still employed by the Company.

On March 1, 2013, Mr. Nathaniel Bradley was appointed as the Company's Chief Technology Officer and President of IP Services. Pursuant to the Employment Agreement between the Company and Mr. Bradley dated March 1, 2013 ("Bradley Employment Agreement"). Mr. Bradley was awarded five (5) year stock options to purchase an aggregate of 76,923 post-split (1,000,000 pre-split) shares of the Company's common stock, with a strike price based on the closing price of the Company's common stock on March 1, 2013 as reported by the OTC Bulletin Board or an exercise price of $11.05 post-split ($0.85 pre-split) per share, vesting in twenty-four (24) equal installments on each monthly anniversary of March 1, 2013, provided Mr. Bradley is still employed by the Company on each such date. On June 19, 2013, the Board of Directors accepted resignation of Mr. Nathaniel Bradley from his position of Chief Technology Officer and President of IP Services with the Company. In connection with his resignation, Mr. Bradley entered into a Separation and Release Agreement with the Company, pursuant to which, Mr. Bradley is entitled to 9,615 post-split (125,000 pre-split) options previously granted to him under his employment agreement which have vested and 67,308 post-split (875,000 pre-split) options have been cancelled.

On March 1, 2013, Mr. James Crawford was appointed as the Company's Chief Operating Officer. Pursuant to the Employment Agreement between the Company and Mr. Crawford dated March 1, 2013 ("Crawford Employment Agreement"), Mr. Crawford shall serve as the Company's Chief Operating Officer for two (2) years. Mr. Crawford was awarded five (5) year stock options to purchase an aggregate of 38,462 post-split (500,000 pre-split) shares of the Company's common stock, with a strike price based on the closing price of the Company's common stock on March 1, 2013 as reported by the OTC Bulletin Board or an exercise price of $11.05 post-split ($0.85 pre-split) per share, vesting in twenty-four (24) equal installments on each monthly anniversary of March 1, 2013, provided Mr. Crawford is still employed by the Company on each such date. On June 19, 2013, the Company granted 38,462 post-split (500,000 pre-split) options to Mr. Crawford. The stock options granted have an exercise price equal to the fair market value per share on the option grant date, which was $4.94 post-split ($0.38 pre-split) per share. The options issued to Mr. Crawford are conditioned upon the cancellation of the stock options granted to him on March 1, 2013 under his employment agreement with the Company and will vest in twenty-four (24) equal installments on each monthly anniversary of the date of grant.

Pursuant to the Independent Director Agreement between the Company and each of Mr. Nard and Mr. Rosellini dated March 8, 2013, each director was granted five (5) year stock options to purchase an aggregate of 7,692 post-split (100,000 pre-split) shares of the Company's common stock, with a strike price based on the closing price of the Company's common stock on March 8, 2013 as reported by the OTC Bulletin Board or an exercise price of $6.50 post-split ($0.50 pre-split) per share. The options shall vest as follows: 33% the first anniversary hereof; 33% on the second anniversary and 34% on the third anniversary, and shall be subject to the Company's stock plan as in effect from time to time, including any clawback and termination provisions therein. The option agreements shall provide for cashless exercise features. Such agreement shall be terminated upon resignation or removal of Mr. Nard and Mr. Rosellini as members of Board of Directors.

On June 11, 2013, the Company granted an aggregate of 176,923 post-split (2,300,000 pre-split) 5-year options to purchase shares of common stock exercisable at $5.33 post-split ($0.41 pre-split) per share to the Chief Executive Officer and two directors of the Company. The stock options shall vest pro rata monthly over the following 24-month period.

On June 11, 2013, the Company granted 15,385 post-split (200,000 pre-split) 5-year options to purchase shares of common stock exercisable at $5.33 post-split ($0.41 pre-split) per share to a consultant for legal services. The stock options shall vest pro rata monthly over the following 24-month period.

On June 19, 2013, the Company granted an aggregate of 23,077 post-split (300,000 pre-split) 5-year options to purchase shares of common stock exercisable at $4.94 post-split ($0.38 pre-split) per share to two employees of the Company. The options shall vest as follows: 33% the first anniversary hereof; 33% on the second anniversary and 34% on the third anniversary.

On July 25, 2013, the Company granted an aggregate of 67,307 five-year options to purchase shares of common stock to four consultants who are employees of IP Nav. Such options shall vest 33% on the first year anniversary, 33% on the second year anniversary and 34% on the third year anniversary. The exercise price was based on the $6.85 closing price of the Company's common stock on the date of grant. In October 2013, 9,615 of these options were forfeited in accordance with the termination of consultant relationships.

On August 19, 2013, the Company granted an aggregate of 303,846 five-year options to purchase shares of common stock to two consultants who are employees of IP Nav. Such options shall vest 33% on the first year anniversary, 33% on the second year anniversary and 34% on the third year anniversary. The exercise price was based on the $5.85 closing price of the Company's common stock on the date of grant.

On November 11, 2013, we entered into a three year consulting agreement with Kairix Analytics, Ltd. ("Kairix") (the "Kairix Agreement"), pursuant to which we agreed to grant to Kairix an option to purchase 300,000 shares of the Company's common stock at an exercise price of $5.70 per share, reflecting the closing price of the Company's common stock on the date of grant. The option has a term of five (5) years and vests 33% on each of the first and second anniversaries and 34% on the third anniversary of the Kairix Agreement. The Company has valued the option at $984,447 using the Black-Scholes option pricing model with the following assumptions: an expected life of two and one-half years; volatility of 100% and a risk-free interest rate of 0.65%. In addition, Kairix will be entitled to receive either 2% or 5% of the net revenue derived from the enforcement of patents by either the Company or its subsidiaries and resulting from work performed by Kairix on behalf of the Company, with the percentage applied to be based on the contribution made to the generation of the revenue by Kairix, as further described in the Kairix Agreement. Mr. Craig Nard, one of the principals of Kairix, is a member of our Board of Directors.

On November 18, 2013, we entered into Amendment No. 1 to the Executive Employment Agreement with our Chief Executive Officer and Chairman, Doug Croxall. As part of Amendment No. 1, we granted Mr. Croxall ten (10) year stock options to purchase an aggregate of 100,000 shares of our common stock, with an exercise price of $5.93 per share (reflecting the closing price of our common stock on the date of grant) and vesting in twenty-four (24) equal installments on each monthly anniversary date of the grant. The Company has valued the option grant at $442,692 using the Black-Scholes option pricing model with the following assumptions: an expected life of five years; volatility of 100%; and a risk-free rate of 1.33%.

On November 18, 2013, we entered into a two year Executive Employment Agreement with Richard Raisig (the "Raisig Agreement"), pursuant to which Mr. Raisig shall serve as our Chief Financial Officer, effective December 3, 2013. As part of the Raisig Agreement, we agreed to issue Mr. Raisig ten (10) year stock options to purchase an aggregate of 115,000 shares of common stock, with an exercise price of $5.70 per share, vesting in twenty-four (24) equal installments on each monthly anniversary of the date of the Raisig Agreement, provided Mr. Raisig is still employed by us on each such date. We have valued the options at $511,036 using the Black-Scholes option pricing model with the following assumptions: market price on the date of grant of $5.90; an expected life of five years; volatility of 101%; and a risk-free rate of 1.40%.

The 1,309,230 options granted during the year ended December 31, 2013 were valued on the grant date at ranging from approximately $2.81 to $7.40 per option or a total of $5,083,852 using the Black-Scholes option pricing model used for this valuation had the following assumptions: stock price ranging from $4.94 to $11.05 per share, volatility of ranging from 99% to 108%, expected term of ranging from approximately 2.5 to 5 years, and a risk free interest rate ranging from 0.31% to 1.40%.

For the year ended December 31, 2013, the Company recorded stock-option based compensation expense of $1,122,412 and stock-option based legal fees of $12,458. At December 31, 2013, there was a total of $4,445,740 of unrecognized compensation expense related to non-vested option-based compensation arrangements entered into during the year.

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A summary of the stock options as of December 31, 2013 and changes during the period are presented below:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)
Balance at December 31, 2012	153,846	6.50	9.87
Granted	1,309,230	5.74	4.98
Exercised	-	-	-
Forfeited	(9,615)	11.05	-
Cancelled	(115,384)	11.05	-
Balance outstanding at December 31, 2013	1,338,076	$ 5.83	5.21
Options exercisable at December 31, 2013	145,192,	$ 5.97	7.15
Options expected to vest	1,192,885		
Weighted average fair value of options granted during the period		$ 3.88	

Stock options outstanding at December 31, 2013 as disclosed in the above table have $705,461 intrinsic value at the end of the period.

Restricted Stock Unit

On November 13, 2013, we entered into a two year consulting agreement with Jeff Feinberg (the “Feinberg Agreement”), pursuant to which we agreed to grant Mr. Feinberg a restricted stock unit (“RSU”) for 100,000 shares of our restricted common stock. The RSU vests in two installments: 50% on the one-year anniversary of the Feinberg Agreement (the “First Vesting”) and the remaining 50% on the second year anniversary of the Feinberg Agreement (the “Second Vesting”). The shares of common stock will be issued upon Mr. Feinberg’s meeting each of the two vesting requirements. During the first six months, the Feinberg Agreement can be terminated without any vesting under certain circumstances described in the Feinberg Agreement. If the Feinberg Agreement is terminated following the First Vesting but prior to the Second Vesting, the RSU is subject to acceleration of the Second Vesting under certain circumstances also described in the Feinberg Agreement. Mr. Feinberg is the trustee of The Feinberg Family Trust and holds voting and dispositive power over the shares held by The Feinberg Family Trust, which is a 10% beneficial owner of our common stock. The Company valued the RSU at $570,000 and recorded that amount as a prepaid expense and amortized $37,208 of that amount during the year ended December 31, 2013. The remaining balance at December 31, 2013 of $532,792 will be amortized over the remaining term of the agreement.

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NOTE 7 – COMMITMENTS AND CONTINGENCIES

Mining Lease Agreements

In November 2011, the Company, through its wholly owned subsidiary, Amicor, entered into several mining lease agreements with certain officers of Amicor and affiliated companies owned by the officers of Amicor (collectively the "Lessors"). Such mining lease agreements granted and leased to the Company mineral properties located in the County of San Juan, Utah, County of Montrose, Colorado and County of San Miguel, Colorado. The term of the mining lease agreements was for the period of 20 years. The Company was required to pay the annual Federal Bureau of Land Management maintenance fees and other fees required to hold the mineral properties. On June 11, 2012, the Company terminated the leases in connection with the Rescission Agreement (see Note 1).

In December 2011, the Company, entered into a Lease Assignment and Acceptance Agreement with an affiliated company owned by the former officers of Amicor whereby the affiliated company agreed to assign its mineral rights and interests to the Company under a Surface and Mineral Lease Agreement dated in October 2011 with J.H. Ranch, Inc. located in San Juan County, Utah. The Company agreed to perform all of the affiliated company's obligation under the Surface and Mineral Lease Agreement, including the payment of all lease payments, annual rents, advanced royalties, production royalties and other compensation as defined in the agreement. The term of this agreement was 20 years. In July 2013, the Company assigned its rights and interest in this lease agreement to an unrelated company. In consideration for the assignment, the unrelated company issued 1,293,967 of its shares to the Company (see Note 8).

In June 2012, the Company decided to discontinue its exploration stage gold and minerals business and currently does not hold any unpatented mining claims.

Securities Available for Sale

The Company has recorded unrealized loss of $6,250 as an element of comprehensive income during the year ended December 31, 2013.

In July 2013, the Company assigned its rights and interest in a mining lease agreement to an unrelated company. In consideration for the assignment of lease agreement, the unrelated company issued 1,293,967 of its shares (the "Unrelated Company Shares") to the Company. At the time of issuance, the Company valued the Unrelated Company Shares and recorded the cost of investment at the fair market value (based on the sale of its shares in a private placement) of the shares at $0.13 per share or $168,216 and was recorded as a gain from sale of assets of discontinued operations (see Note 4) during the year ended December 31, 2013. In September 2013, the Company sold the Unrelated Company Shares and generated proceeds of $129,397. The decrease in fair value of $38,819 has been recorded as realized loss in the statement of operations for the year ended December 31, 2013.

Office Lease

In October 2013, the Company entered into a net-lease for its current office space in Los Angeles, California. The lease will commence on May 1, 2014 and runs for seven years through April 30, 2021, with monthly lease payment escalating each year of the lease. In addition, to paying a deposit of $7,564 and the monthly base lease cost, the Company is required to pay its pro rata share of operating expenses, and real estate taxes. Under the terms of the lease, the Company will not be required to pay rent for the first five months but must remain in compliance with the terms of the lease to continue to maintain that benefit. In addition, the Company has a one-time option to terminate the lease in the 42th month of the lease. Minimum future lease payments under this lease at December 31, 2013, net of the rent abatement, for the next five years are as follows:

2014	$ 36,981
2015	66,300
2016	69,216
2017	72,324
2018	75,648
Total	$ 320,469

NOTE 8 - INCOME TAXES

The Company accounts for income taxes under ASC Topic 740: Income Taxes, which requires the recognition of deferred tax assets and liabilities for both the expected impact of differences between the financial statements and the tax basis of assets and liabilities, and for the expected future tax benefit to be derived from tax losses and tax credit carryforwards. ASC Topic 740 additionally requires the establishment of a valuation allowance to reflect the likelihood of realization of deferred tax assets. The Company has net operating loss carryforward for tax purposes totaling approximately $2,809,733 at December 31, 2013, expiring through 2033. In addition, the Internal Revenue Code Section 382 places a limitation on the amount of taxable income that can be offset by carryforwards after certain changes in ownership have occurred.

The table below summarizes the differences between the Company's effective tax rate and the statutory federal rate for the years ended December 31, 2013 and 2012.

	December 31, 2013	December 31, 2012
Tax benefit computed at "expected" statutory rate	$ (1,173,114)	$ (2,359,025)
State income taxes, net of benefit	(79,110)	(60,884)
Permanent differences :		
Impairment expense	-	437,324
Stock based compensation and consulting	381,620	1,508,371
Other permanent differences	(50,892)	(681)
Timing differences		
Amortization of patents and other	304,435	-
Increase in valuation allowance	617,061	474,895
Net income tax benefit	$ -	$ -

The table below summarizes the differences between the Companies' effective tax rate and the statutory federal rate as follows for the years ended December 31, 2013 and 2012:

	December 31, 2013	December 31, 2012
Computed "expected" tax expense (benefit)	(34.0)%	(34.0)%
State income taxes	(5.0)%	(5.0)%
Permanent differences	14.0%	31.0%
Timing differences	13.0%	-
Change in valuation allowance	12.0%	8.0%
Effective tax rate	0.0%	0.0%

MARATHON PATENT GROUP, INC.
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The Company has a deferred tax asset, which is summarized as follows at:

Deferred tax assets:	December 31, 2013	December 31, 2012
Total deferred tax assets	$ 1,095,797	$ 478,736
Less: valuation allowance	(1,095,797)	(478,736)
Net deferred tax asset	$ -	$ -

After consideration of all the evidence, both positive and negative, management has recorded a full valuation allowance at December 31, 2013, due to the uncertainty of realizing the deferred income tax assets. During the year ended December 31, 2013, the valuation allowance was increased by $617,061.

NOTE 9 – SUBSEQUENT EVENTS

On March 13, 2014, the Company's wholly-owned subsidiary Relay IP, Inc. entered into a patent license and license option agreement (the "Relay Agreement") with RPX Corporation ("RPX"). The Relay Agreement provides for the licensing of a certain patent to RPX at the closing of the transaction and the option for RPX to acquire additional licenses for the patent upon payment of additional consideration to Relay IP, Inc. as provided for in the Relay Agreement.

Also, on March 13, 2014, the Company's wholly-owned subsidiary Sampo IP, LLC entered into a patent license and license option agreement (the "Sampo Agreement") with RPX. The Sampo Agreement provides for the licensing of certain patents to RPX at the closing of the transaction and the option for RPX to acquire additional licenses for the patents upon payment of additional consideration to Sampo IP, LLC as provided for in the Sampo Agreement.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Management's Conclusions Regarding Effectiveness of Disclosure Controls and Procedures

We conducted an evaluation of the effectiveness of our "disclosure controls and procedures" ("Disclosure Controls"), as defined by Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of December 31, 2013, the end of the period covered by this Annual Report on Form 10-K. The Disclosure Controls evaluation was done under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, due to our limited internal audit function, our Disclosure Controls were not effective as of December 31, 2013, such that the information required to be disclosed by us in reports filed under the Securities Exchange Act of 1934 is (i) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (ii) accumulated and communicated to the President and Treasurer, as appropriate to allow timely decisions regarding disclosure.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act. Our management is also required to assess and report on the effectiveness of our internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 ("Section 404"). Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2013. In making this assessment, we used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control - Integrated Framework. During our assessment of the effectiveness of internal control over financial reporting as of December 31, 2013, management identified significant deficiency related to (i) our internal audit functions and (ii) a lack of segregation of duties within accounting functions. Therefore, our internal controls over financial reporting were not effective as of December 31, 2013.

Management has determined that our internal audit function is significantly deficient due to insufficient qualified resources to perform internal audit functions.

Due to our size and nature, segregation of all conflicting duties may not always be possible and may not be economically feasible. However, to the extent possible, we will implement procedures to assure that the initiation of transactions, the custody of assets and the recording of transactions will be performed by separate individuals.

We believe that the foregoing steps will remediate the significant deficiency identified above, and we will continue to monitor the effectiveness of these steps and make any changes that our management deems appropriate. Due to the nature of this significant deficiency in our internal control over financial reporting, there is more than a remote likelihood that misstatements which could be material to our annual or interim financial statements could occur that would not be prevented or detected.

A material weakness (within the meaning of PCAOB Auditing Standard No. 5) is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those responsible for oversight of the company's financial reporting.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

Changes in Internal Control over Financial Reporting.

During the year ended December 31, 2013, there was no change in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The following table presents information with respect to our officers, directors and significant employees as of the date of this Report:

Name and Address	Age	Date First Elected or Appointed	Position(s)
Doug Croxall	45	November 14, 2012	Chief Executive Officer and Chairman
Richard Raisig	66	December 3, 2013	Chief Financial Officer
John Stetson	28	June 26, 2012	Executive Vice President, Secretary and Director
James Crawford	39	March 1, 2013	Chief Operating Officer
Stuart Smith	54	January 26, 2012	Director
Craig Nard	48	March 8, 2013	Director
William Rosellini	34	March 8, 2013	Director

Each director serves until our next annual meeting of the stockholders or unless they resign earlier. The Board of Directors elects officers and their terms of office are at the discretion of the Board of Directors.

Background of officers and directors

The following is a brief account of the education and business experience during at least the past five years of our officers and directors, indicating each person's principal occupation during that period, and the name and principal business of the organization in which such occupation and employment were carried out.

Doug Croxall - Chief Executive Officer and Chairman

Mr. Croxall, 45, has served as the Chief Executive Officer and Founder of LVL Patent Group LLC, a privately owned patent licensing company since 2009. From 2003 to 2008, Mr. Croxall served as the Chief Executive Officer and Chairman of FirePond, a software company that licensed configuration pricing and quotation software to Fortune 1000 companies. Mr. Croxall earned a Bachelor of Arts degree in Political Science from Purdue University in 1991 and a Master of Business Administration from Pepperdine University in 1995. Mr. Croxall was chosen as a director of the Company based on his knowledge of and relationships in the patent acquisition and monetization business.

Richard Raisig - Chief Financial Officer

Mr. Raisig, 66, has served as the Company's Chief Financial Officer since December 2013. From 2010 to December 2013, Mr. Raisig performed CFO consulting services for several technology companies, including Petrosonic Energy Company, Inc., a publicly traded start-up energy technology company and Connexed Technologies, Inc., a private start-up technology company marketing offsite storage and access services for surveillance video in a hosted environment. From 2007 to 2009, he was Chief Financial Officer of Aurora Systems, Inc., a venture backed start-up fabless semiconductor company in the micro-display space. From 1986 to 2006, Mr. Raisig was CFO of Microvision, Inc., a publicly traded start-up technology company in the micro-display space. Mr. Raisig has a BA in Economics from the University of California, Irvine and an MBA from the University of Southern California.

John Stetson - Executive Vice President, Secretary and Director

Mr. Stetson, 28, has been Executive Vice President since December 2013. Prior to that time, Mr. Stetson was the Chief Financial Officer and Secretary of the Company since June 2012. Mr. Stetson has been the Managing Member of HS Contrarian Investments LLC since 2011 and the President of Stetson Capital Investments, Inc. since 2010. Mr. Stetson was an Investment Analyst from 2008 to 2009 for Heritage Investment Group and worked in the division of Corporate Finance of Toll Brothers from 2007 to 2008. The Board believes his knowledge of business makes him a valuable member of the Board.

James Crawford - Chief Operating Officer

Mr. Crawford, 38, was a founding member of Kino Interactive, LLC, and of AudioEye, Inc. Mr. Crawford's experience as an entrepreneur spans the entire life cycle of companies from start-up capital to compliance officer and director of reporting public companies. Prior to his involvement as Chief Operating Officer of Marathon, Mr. Crawford served as a director and officer of Augme Technologies, Inc. beginning March 2006, and assisted the company in maneuvering through the initial challenges of acquisitions executed by the company through 2011 that established the company as a leading mobile marketing company in the United States. Mr. Crawford is experienced in public company finance and compliance functions. He has extensive experience in the area of intellectual property creation, management and licensing. Mr. Crawford also served on the board of directors Modavox® and Augme Technologies, and as founder and managing member of Kino Digital, Kino Communications, and Kino Interactive.

Stuart Smith - Director

Stuart H. Smith, 52, is a practicing plaintiff attorney licensed in Louisiana. He is a founding partner of the New Orleans-based law firm SmithStag, LLC. Smith has practiced law for nearly 25 years, litigating against oil companies and other energy-related corporations for damages associated with radioactive oilfield waste, referred to within the oil and gas industry as technologically enhanced radioactive material (TERM). In 2001, Smith was lead counsel in an oilfield radiation case that resulted in a verdict of $1.056 billion against ExxonMobil. Smith has been interviewed and his cases have been covered by a variety of media outlets, including CNN's Andersen Cooper 360, BBC World News, Fox News, The New York Times, The Washington Post, USA Today, Lawyers Weekly USA, The Times-Picayune, The Baton Rouge Advocate, The Hill, The Associated Press, Bloomberg, National Public Radio, Radio America, and Washington Post Radio. Mr. Smith was chosen to be a member of our Board of Directors based on knowledge of complex litigation.

Craig Nard - Director

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

William Rosellini - Director

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

Code of Business Conduct and Ethics

We have recently adopted a Code of Business Conduct and Ethics that applies to our principal executive officers and principal financial officer, principal accounting officer or controller, or persons performing similar functions and also to other employees. Our Code of Business Conduct and Ethics can be found on the Company's website at www.marathonpg.com.

Family Relationships

There are no family relationships between any of our directors, executive officers or directors.

Involvement in Certain Legal Proceedings

During the past ten years, none of our officers, directors, promoters or control persons have been involved in any legal proceedings as described in Item 401(f) of Regulation S-K.

Term of Office

Our directors are appointed for a one-year term to hold office until the next annual general meeting of our shareholders or until removed from office in accordance with our bylaws.

Director Independence

Mr. Stuart Smith and Dr. William Rosellini are "independent" directors based on the definition of independence in the listing standards of the NASDAQ Stock Market LLC ("NASDAQ"). Mr. Nard no longer meets the independence requirements. We are currently conducting a search for an additional director who will satisfy the NASDAQ requirements for independence.

Committees of the Board of Directors

The Audit Committee members are Mr. Stuart Smith, Mr. Craig Nard and Dr. William Rosellini. The Committee has authority to review our financial records, deal with our independent auditors, recommend to the Board policies with respect to financial reporting, and investigate all aspects of the our business. The Audit Committee Charter is available on our website at www.marathonpg.com. Two members of the Audit Committee, Mr. Smith and Dr. Rosellini, currently satisfy the independence requirements and other established criteria of NASDAQ.

The Compensation Committee oversees our executive compensation and recommends various incentives for key employees to encourage and reward increased corporate financial performance, productivity and innovation. Its members are Mr. Stuart Smith, Mr. Craig Nard and Dr. William Rosellini. The Compensation Committee Charter is available on our website at www.marathonpg.com. Two members of the Compensation Committee, Mr. Smith and Dr. Rosellini, currently satisfy the independence requirements and other established criteria of NASDAQ.

We have not formally designated a nominating committee or committees performing similar functions.

Board Leadership Structure and Role in Risk Oversight

Although we have not adopted a formal policy on whether the Chairman and Chief Executive Officer positions should be separate or combined, we have traditionally determined that it is in the best interests of the Company and its shareholders to partially combine these roles. Due to the small size of the Company, we believe it is currently most effective to have the Chairman and Chief Executive Officer positions partially combined.

Our Board of Directors is primarily responsible for overseeing our risk management processes. The Board of Directors receives and reviews periodic reports from management, auditors, legal counsel, and others, as considered appropriate regarding the Company's assessment of risks. The Board of Directors focuses on the most significant risks facing us and our general risk management strategy, and also ensures that risks undertaken by us are consistent with the Board of Directors' appetite for risk. While the Board of Directors oversees the Company, our management is responsible for day-to-day risk management processes. We believe this division of responsibilities is the most effective approach for addressing the risks facing the Company and that our board leadership structure supports this approach.

Compliance with Section 16(a) of the Securities Act of 1934

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires our executive officers and directors and persons who own more than 10% of a registered class of our equity securities to file with the Securities and Exchange Commission initial statements of beneficial ownership, reports of changes in ownership and annual reports concerning their ownership of the our common stock and other equity securities, on Form 3, 4 and 5 respectively. Executive officers, directors and greater than 10% shareholders are required by the Securities and Exchange Commission regulations to furnish our company with copies of all Section 16(a) reports they file.

Based solely on our review of the copies of such reports received by us, and on written representations by our officers and directors regarding their compliance with the applicable reporting requirements under Section 16(a) of the Exchange Act, we believe that, with respect to the fiscal year ended December 31, 2013, our officers and directors, and all of the persons known to us to own more than 10% of our common stock, filed all required reports on a timely basis, except as follows:

- Erich Spangenberg is late in filing a Form 4 to report 1 transaction,
- James Crawford is late in filing a Form 3 and a Form 4 to report 1 transaction,
- Craig Nard is late in filing a Form 4 to report 1 transaction, and
- Stuart Smith is late in filing a Form 3.

ITEM 11. EXECUTIVE COMPENSATION

The following summary compensation table sets forth information concerning compensation for services rendered in all capacities during 2013 and 2012 awarded to, earned by or paid to our executive officers. The value attributable to any Option Awards and Stock Awards reflects the grant date fair values of stock awards calculated in accordance with FASB Accounting Standards Codification Topic 718. As described further in Note 6 – Stockholders' Equity (Deficit) – Common Stock Option to our consolidated year-end financial statements, a discussion of the assumptions made in the valuation of these option awards and stock awards.

Name and Principal Position	Year	Salary	Bonus Awards	Stock Awards	Other Incentive Compensation	Non-Equity Plan Compensation	Nonqualified Deferred Earnings	All Other Compensation	Total
		($)	($)	($)	($)	($)	($)	($)	($)
Doug Croxall CEO and	2013	363,333	350,000	-	902,692	-	-	-	1,616,025
Chairman	2012	40,385	-	-	968,600	-	-	-	1,008,985
Richard Raisig	2013	19,791	-	-	511,036	-	-	-	530,827
CFO	2012	-	-	-	-	-	-	-	-
James Crawford	2013	221,408	-	-	366,677	-	-	-	588,085
COO	2012	-	-	-	-	-	-	-	-
John Stetson (1) Executive Vice President, Secretary and	2013	79,583	-	405,000	284,750 (3)	-	-	-	769,333
Former CFO	2012	8,654	-	33,287	-	-	-	-	41,941
Nathaniel Bradley (5)	2013	148,125	-	-	517,200	-	-	-	665,325
Former CTO	2012	-	-	-	-	-	-	-	-
Mark Groussman (2)	2013	-	-	-	-	-	-	-	-
Former CEO	2012	44,384	-	-	-(4)	-	-	-	44,384

(1) John Stetson was appointed as President, Chief Operating Officer and a director on June 26, 2012. On November 14, 2012, John Stetson resigned as the Company's President and Chief Operating Officer and was re-appointed as the Chief Financial Officer and Secretary on January 28, 2013. Mr. Stetson ceased to serve as Chief Financial Officer, effective December 3, 2013 and we appointed Mr. Richard Raisig as our Chief Financial Officer, effective December 3, 2013.
(2) Mark Groussman was appointed as the Chief Executive Officer of the Company on June 11, 2012 and resigned as the Company's Chief Executive Officer on November 14, 2012.
(3) John Stetson was awarded a ten-year option award to purchase an aggregate of 115,385 shares of the Company's common stock (after giving effect to the Reverse Split) with an exercise price of $6.50 per share and was cancelled on November 14, 2012 upon resignation.
(4) Mark Groussman was awarded a ten-year option award to purchase an aggregate of 115,385 shares of the Company's common stock (after giving effect to the Reverse Split) with an exercise price of $6.50 per share and was cancelled on November 14, 2012 upon resignation.
(5) Nathaniel Bradley served as the Company's Chief Technology Officer and President of IP Services from March 1, 2013 to June 19, 2013.

Employment Agreements

On November 14, 2012, we entered into an employment agreement with Doug Croxall (the "Croxall Employment Agreement"), whereby Mr. Croxall agreed to serve as our Chief Executive Officer for a period of two years, subject to renewal, in consideration for an annual salary of $350,000 and an Indemnification Agreement. Additionally, under the terms of the Croxall Employment Agreement, Mr. Croxall shall be eligible for an annual bonus if we meet certain criteria, as established by the Board of Directors, subject to standard "claw-back rights" in the event of any restatement of any prior period earnings or other results as from which any annual bonus shall have been determined. As further consideration for his services, Mr. Croxall received a ten year option award to purchase an aggregate of One Hundred Fifty Three Thousand Eight Hundred and Forty-Six (153,846) shares of our common stock with an exercise price of $6.50 per share, after giving effect to the Reverse Split, which shall vest in twenty-four (24) equal monthly installments on each monthly anniversary of the date of the Croxall Employment Agreement. On November 18, 2013, we entered into Amendment No. 1 to the Croxall Employment Agreement ("Amendment"). Pursuant to the Amendment, the term of the Croxall Agreement shall be extended to November 14, 2017 and (ii) Mr. Croxall's annual base salary shall be increased to $480,000, subject to a 3% increase every year, commencing on November 14, 2014.

On January 28, 2013, we entered into an employment agreement with John Stetson, our Chief Financial Officer and Secretary (the "Stetson Employment Agreement") whereby Mr. Stetson agreed to serve as our Chief Financial Officer for a period of one year, subject to renewal, in consideration for an annual salary of $75,000. Additionally, Mr. Stetson shall be eligible for an annual bonus if we meet certain criteria, as established by the Board of Directors, subject to standard "claw-back rights" in the event of any restatement of any prior period earnings or other results as from which any annual bonus shall have been determined. As further consideration for his services, Mr. Stetson received a ten year option award to purchase an aggregate of Thirty Eight Thousand Four Hundred Sixty Two (38,462) shares of our common stock with an exercise price of $6.50 per share, after giving effect to the Reverse Split, which shall vest in three (3) equal annual installments on the beginning on the first annual anniversary of the date of the Stetson Employment Agreement, provided Mr. Stetson is still employed by us. In the event of Mr. Stetson's termination prior to the expiration of his employment term under his employment agreement, unless he is terminated for Cause (as defined in the Stetson Employment Agreement), or in the event Mr. Stetson resigns without Good Reason (as defined in the Stetson Employment Agreement), we shall pay to him a lump sum in an amount equal to the sum of his (i) base salary for the prior 12 months plus (ii) his annual bonus amount during the prior 12 months.

On March 1, 2013, Mr. James Crawford was appointed as our Chief Operating Officer. Pursuant to the Employment Agreement with Mr. Crawford dated March 1, 2013 ("Crawford Employment Agreement"), Mr. Crawford shall serve as our Chief Operating Officer for two (2) years. The Crawford Employment Agreement shall be automatically renewed for successive one (1) year periods thereafter. Mr. Crawford shall be entitled to a base salary at an annual rate of $185,000, with such upward adjustments as shall be determined by the Board in its sole discretion. Mr. Crawford shall also be entitled to an annual bonus if we meet or exceed criteria adopted by the Compensation Committee of the Board for earning bonuses. Mr. Crawford shall be awarded five (5) year stock options to purchase an aggregate of five hundred thousand (500,000) shares of our common stock, with a strike price based on the closing price of our common stock on March 1, 2013, vesting in twenty-four (24) equal installments on each monthly anniversary of March 1, 2013, provided Mr. Crawford is still employed by us on each such date.

On March 1, 2013, Mr. Nathaniel Bradley was appointed as our Chief Technology Officer and President of IP Services. Pursuant to the Employment Agreement between the Company and Mr. Bradley dated March 1, 2013 ("Bradley Employment Agreement"), Mr. Bradley shall serve as the Company's Chief Technology Officer and President of IP Services for two (2) years. The Bradley Employment Agreement shall be automatically renewed for successive one (1) year periods thereafter. Mr. Bradley shall be entitled to a base salary at an annual rate of $195,000, with such upward adjustments as shall be determined by the Board in its sole discretion. Mr. Bradley shall also be entitled to an annual bonus if the Company meets or exceeds criteria adopted by the Compensation Committee of the Board for earning bonuses. Mr. Bradley shall be awarded five (5) year stock options to purchase an aggregate of one million (1,000,000) shares of the Company's common stock, with a strike price based on the closing price of the Company's common stock on March 1, 2013, vesting in twenty-four (24) equal installments on each monthly anniversary of March 1, 2013, provided Mr. Bradley is still employed by the Company on each such date. On June 19, 2013, our Board accepted resignation of Mr. Nathaniel Bradley from his position of Chief Technology Officer and President of IP Services. In connection with his resignation, Mr. Bradley entered into a Separation and Release Agreement with the Company ("Separation and Release Agreement"), pursuant to which, Mr. Bradley is entitled to a severance payment of $16,250 and 125,000 options previously granted to him under his employment agreement, which - vested but were subsequently forfeited. Pursuant to the Separation and Release Agreement, Mr. Bradley also agreed to provide periodic consultation to the Company as requested at an agreed upon hourly rate of $75.00.

On November 18, 2013, we entered into a 2-year Executive Employment Agreement with Richard Raisig ("Raisig Agreement"), pursuant to which Mr. Raisig shall serve as our Chief Financial Officer, effective December 3, 2013. Pursuant to the terms of the Raisig Agreement, Mr. Raisig shall receive a base salary at an annual rate of $250,000.00 and an annual bonus up to 100% of Mr. Raisig's base salary as determined by the Compensation Committee of the Board. As further consideration for Mr. Raisig's services, we agreed to issue Mr. Raisig ten (10) year stock options to purchase an aggregate of 115,000 shares of common stock, with a strike price of $5.70 per share, vesting in twenty-four (24) equal installments on each monthly anniversary of the date of the Raisig Agreement, provided Mr. Raisig is still employed by us on each such date.

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Directors' Compensation

The following summary compensation table sets forth information concerning compensation for services rendered in all capacities during 2013 and 2012 awarded to, earned by or paid to our directors. The value attributable to any Warrant Awards reflects the grant date fair values of stock awards calculated in accordance with FASB Accounting Standards Codification Topic 718. As described further in Note 6 – Stockholders' Equity (Deficit) – Common Stock Warrants to our consolidated year-end financial statements, a discussion of the assumptions made in the valuation of these warrant awards.

Name	Fees earned or paid in cash ($)	Stock awards ($)	Warrant awards ($)	Non-equity incentive plan compensation ($)	Nonqualified deferred compensation earnings ($)	All other compensation ($)	Total ($)
Stuart Smith							
2013	-	101,250	-	-	-	-	101,250
2012	-	-	124,725	-	-	-	124,725
Craig Nard							
2013	-	-	-	-	-	62,863	62,863
2012	-	-	-	-	-	-	-
William Rosellini							
2013	-	-	-	-	-	62,863	62,863
2012	-	-	-	-	-	-	-
David Rector (1)							
2013	-	-	-	-	-	-	-
2012	-	-	124,725	-	-	-	124,725
Joshua Bleak (2)							
2013	-	-	-	-	-	-	-
2012	-	-	349,230	-	-	-	349,230

(1) David Rector resigned from his position as Director on March 8, 2013.

(2) Joshua Bleak resigned from his position as Director on March 8, 2013.

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Grants of Plan Based Awards and Outstanding Equity Awards at Fiscal Year-End

On August 1, 2012, our board of directors and stockholders adopted the 2012 Equity Incentive Plan, pursuant to which 769,231 shares of our common stock are reserved for issuance as awards to employees, directors, consultants, advisors and other service providers, after giving effect to the Reverse Split.

	Option awards					Stock awards			
Name	Number of securities underlying unexercised options (#) exercisable	Number of securities underlying unexercised options (#) unexercisable	Equity incentive plan awards: Number of securities underlying unexercised unearned options (#)	Option exercise price ($)	Option expiration date	Number of shares or units of stock that have not vested (#)	Market value of shares of units of stock that have not vested ($)	Equity incentive plan awards: Number of unearned shares, units or other rights that have not vested (#)	Equity incentive plan awards: Market or payout value of unearned shares, units or other rights that have not vested ($)
Doug Croxall	83,333	70,513	-	6.50	11/14/22	-	-	-	-
Doug Croxall	38,462	115,385	-	5.27	06/11/18	-	-	-	-
Doug Croxall	4,167	95,833	-	5.93	11/18/23	-	-	-	-
Richard Raisig	-	115,000	-	5.70	12/03/23	-	-	-	-
John Stetson	-	38,462	-	6.50	01/28/23	-	-	-	-
James Crawford	9,615	28,846	-	4.94	06/19/18	-	-	-	-

(1) On November 14, 2012, Mr. Croxall received an option to purchase an aggregate of 153,846 shares of Common Stock at $6.50 per share, after giving effect to the Reverse Split. The option shall become exercisable during the term of Mr. Croxall's employment in twenty-four (24) equal monthly installments on each monthly anniversary of the date of the Mr. Croxall's employment.

Long-Term Incentive Plan

On August 1, 2012, our board of directors and stockholders adopted the 2012 Equity Incentive Plan, pursuant to which 769,231 shares of our common stock are reserved for issuance as awards to employees, directors, consultants, advisors and other service providers, after giving effect to the Reverse Split.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serves as a member of the Board of Directors or compensation committee of any other entity that has one or more of its executive officers serving as a member of our Board of Directors.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain information regarding beneficial ownership of our common stock as of March 28, 2014: (i) by each of our directors, (ii) by each of the Named Executive Officers, (iii) by all of our executive officers and directors as a group, and (iv) by each person or entity known by us to beneficially own more than five percent (5%) of any class of our outstanding shares. The percentage ownership of each beneficial owner is calculated after giving effect to the Reverse Split. As of March 28, 2014, there were 5,489,593 shares of our common stock outstanding, after giving effect to the Reverse Split.

		Amount and Nature of Beneficial Ownership [1]			
Name and Address of Beneficial Owner	**Common Stock**	**Options**	**Warrants**	**Total**	**Percentage of Common Stock (%)**
Officers and Directors					
Doug Croxall (Chairman and CEO)	307,692	210,886	0	518,578	9.10%
John Stetson (EVP, Secretary and Director)	180,824 [4]	12,820 [5]	3,201 [6]	196,845	3.58%
Richard Raisig Chief Financial Officer (CFO)	0	28,746 [14]	0	28,746	*
James Crawford (COO)	0	17,622 [7]	0	17,622	*
Stuart Smith (Director)	105,770	0	24,039 [8]	129,809	2.35%
Craig Nard (Director)	0	7,844 [9]	0	7,844	*
William Rosellini (Director)	0	7,844 [10]	0	7,844	*
All Directors and Executive Officers (six persons)	594,286	285,762	27,240	907,288	15.64%
Persons owning more than 5% of voting securities					
TechDev Holdings LLC (12)	461,539	0	0	461,539	8.41%
The Feinberg Family Trust (13)	523,980	0	216,346 [11]	740,326	12.97%
Barry Honig	365,619 [15]	0	35,541 [16]	401,160	7.26%

* Less than 1%

(1) Amounts set forth in the table and footnotes gives effect to the Reverse Split that we effectuated on July 18, 2013. In determining beneficial ownership of our common stock as of a given date, the number of shares shown includes shares of common stock which may be acquired on exercise of warrants or options or conversion of convertible securities within 60 days of that date. In determining the percent of common stock owned by a person or entity on March 28, 2014, (a) the numerator is the number of shares of the class beneficially owned by such person or entity, including shares which may be acquired within 60 days on exercise of warrants or options and conversion of convertible securities, and (b) the denominator is the sum of (i) the total shares of common stock outstanding on March 28, 2014 (5,489,593), and (ii) the total number of shares that the beneficial owner may acquire upon conversion of the preferred and on exercise of the warrants and options, subject to limitations on conversion and exercise as more fully described in note 10 below. Unless otherwise stated, each beneficial owner has sole power to vote and dispose of its shares.

(2) Held by LVL Patent Group LLC, over which Mr. Croxall holds voting and dispositive power.

(3) Represents options to purchase 115,380 shares of common stock at an exercise price of $6.50 per share, options to purchase 70,510 shares of common stock at an exercise price of $5.265 per share and options to purchase 24,996 shares of common stock at an exercise price of $5.93 per share and excludes options to purchase 38,466 shares of common stock at an exercise price of $6.50 per share, options to purchase 83,336 shares of common stock at an exercise price of $5.265 per share and options to purchase 75,004 shares of common stock at an exercise price of $5.93 per share that are not exercisable within 60 days of March 28, 2014.

(4) Represents 121,786 shares held by Mr. Stetson individually, 5,769 shares held by HS Contrarian Investments LLC and 53,269 shares held by Stetson Capital Investments, Inc. Mr. Stetson is the President of Stetson Capital Investments, Inc. and the manager of HS Contrarian Investments LLC and in such capacities is deemed to have voting and dispositive power over shares held by such entities.

(5) Represents options to purchase 12,820 shares of common stock at an exercise price of $6.50 per share and excludes options to purchase 25,642 shares of common stock at an exercise price of $6.50 per share that do not vest and are not exercisable within 60 days of March 28, 2014.

(6) Represents a warrant to purchase 3,201 shares of common stock at an exercise price of $7.80 per share.

(7) Represents options to purchase 17,622 shares of common stock at an exercise price of $4.94 per share and excludes options to purchase 20,840 shares of common stock that do not vest and are not exercisable within 60 days of March 28, 2014.

(8) Represents a warrant to purchase 14,423 shares of common stock at an exercise price of $6.50 per share and a warrant to purchase 9,616 shares of common stock at an exercise price of $7.80 per share.

(9) Represents options to purchase 2,564 shares of common stock at an exercise price of $6.50 per share and options to purchase 5,280 shares of common stock at an exercise price of $5.265 per share and excludes options to purchase 5,128 shares of common stock at an exercise price of $6.50 per share and options to purchase 6,258 shares of common stock at an exercise price of $5.265 per share that do not vest and are not exercisable within 60 days of March 28, 2014.

(10) Represents options to purchase 2,564 shares of common stock at an exercise price of $6.50 per share and options to purchase 5,280 shares of common stock at an exercise price of $5.265 per share and excludes options to purchase 5,128 shares of common stock at an exercise price of $6.50 per share and options to purchase 6,258 shares of common stock at an exercise price of $5.265 per share that do not vest and are not exercisable within 60 days of March 28, 2014.

(11) Represent a warrant to purchase 216,346 shares of common stock at an exercise price of $6.50 per share and excludes options to purchase 100,000 shares of common stock that do not vest and are not exercisable within 60 days of March 28, 2014.

(12) Acclaim Financial Group, LLC ("AFG") is the sole member of TechDev Holdings LLC. Accordingly, AFG may be deemed to beneficially own all of the shares that are owned by TechDev Holdings LLC. Audrey Spangenberg is the sole managing member of AFG, and accordingly may be deemed to beneficially own all of the shares that are owned by TechDev. Ms. Spangenberg disclaims beneficial ownership of these securities.

(13) Represents 740,326 shares of common stock beneficially owned by Jeffrey Feinberg, as reported on the Schedule 13-G filed with the SEC on December 10, 2013. Jeffrey Feinberg is the trustee of The Feinberg Family Trust and holds voting and dispositive power over shares held by The Feinberg Family Trust.

(14) Represents options to purchase 28,746 shares of common stock at an exercise price of $5.70 per share and excludes options to purchase 86,254 shares of common stock that do not vest and are not exercisable within 60 days of March 28, 2014.

(15) Represents 102,339 shares of common stock directly, 40,997 shares of common stock held by GRQ Consultants, Inc. (“GRQ”), 121,933 shares of common stock held by GRQ Consultants, Inc. 401k Plan (“GRQ 401k Plan”), 63,030 shares of common stock held by GRQ Consultants, Inc. Defined Benefit Plan (“GRQ Defined Plan”), 121,933 shares of common stock held by GRQ Consultants, Inc. Roth 401k Plan (“GRQ Roth 401k Plan”). Mr. Honig is the President of GRQ and the trustee of GRQ 401k Plan, GRQ Defined Plan and GRQ Roth 401k Plan and is deemed to hold voting and dispositive power over shares held by such entities.

(16) Represents 9,616 shares of common stock underlying warrants with an exercise price of $6.50 per share held directly, 14,423 shares of common stock underlying warrants with an exercise price of $6.50 per share held by GRQ 401k Plan, 8,654 shares of common stock underlying warrants with an exercise price of $7.80 per share held by GRQ Roth 401k Plan and 2,848 shares of common stock underlying warrants with an exercise price of $6.50 per share held by GRQ Roth 401k Plan.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Between February 2010 and March 2010, Christopher Clitheroe, our former Secretary and a Director, loaned us an aggregate of $1,375 for operating expenses. Between April 2011 and September 2011, Mr. Clitheroe loaned us an aggregate of $9,675 for operating expenses. These loans were non-interest bearing and were due on demand. On December 13, 2011, Mr. Clitheroe agreed to waive these loans.

In November 2011, we issued a promissory note for $53,500 to an affiliated company owned by the officers of Amicor (as defined herein). The note was payable in full without interest on or before January 15, 2012. In December 2011, we issued a promissory note for $99,474 to an affiliated company owned by the officers of Amicor. The note was payable in full without interest on or before January 15, 2012. Such note was issued in connection with the execution of a lease assignment agreement between us and the affiliated company for certain mineral rights located in San Juan County, Utah. On January 30, 2012, we paid both promissory notes above for a total of $152,974. The affiliated company agreed not to charge us a late penalty fee upon satisfaction of the notes.

On January 26, 2012, we entered into a 1 year consulting agreement with GRQ Consultants, Inc., pursuant to which such consultant will provide certain services to us in consideration for which we sold to the consultant warrants to purchase an aggregate of 134,615 shares of our common stock with an exercise price of $6.50. Barry Honig is the owner of GRQ Consultants, Inc. GRQ Consultants, Inc. 401(k), which is also owned by Mr. Honig, purchased an aggregate of $500,000 of shares of common stock in the our private placement. In addition, we entered into an Option Agreement with Pershing and Mr. Honig is a member of Pershing’s board of directors. Additionally, we entered into consulting agreement with Melechdavid Inc. in consideration for which we sold to Melechdavid Inc. warrants to purchase an aggregate of 134,615 shares of our common stock with an exercise price of $6.50 per share. Our former Chief Executive Officer is the President of Melechdavid Inc. .

On January 26, 2012, we entered into an option agreement with Pershing pursuant to which we purchased the option to acquire certain uranium properties in consideration for (i) a $1,000,000 promissory note payable in installments upon satisfaction of certain conditions, expiring six months following issuance and (ii) 769,231 shares of our common stock. Pursuant to the terms of the note, upon the closing of a private placement in which we receive gross proceeds of at least $5,000,000, we shall repay $500,000 under the note. Additionally, upon the closing of a private placement in which we receive gross proceeds of at least an additional $1,000,000, we shall pay the outstanding balance under the note. The note does not bear interest. On January 26, 2012, in conjunction with a private placement, we paid Pershing $500,000 under the terms of the note. Pershing may have been deemed to be our initial promoter. Additionally, Barry Honig was, until February 9, 2012, the Chairman of Pershing and had been a shareholder of Continental Resources Group, Inc., the then- controlling shareholder of Pershing, since 2009. Mr. Honig remains a director of Pershing. Mr. Honig is also the sole owner, officer and director of GRQ Consultants, Inc. David Rector, a then-member of our board of directors, was the President and a director of Pershing at the time of the transaction and Joshua Bleak, our former director, was the Chief Executive Officer of Continental. Mr. Rector resigned as the President of Pershing on March 6, 2012 and on such date was appointed as the Treasurer and Vice President of Administration and Finance of Pershing. In November 2012, David Rector resigned from Pershing as Treasurer, Vice President of Administration and Finance and member of the board of directors.

On January 26, 2012, we issued a ten-year warrant to purchase an aggregate of 13,077 shares of common stock with an exercise price of $6.50 per share to Daniel Bleak, an outside consultant to us, which vests in three equal annual installments with the first installment vesting one year from the date of issuance. Daniel Bleak is the father of Joshua Bleak, a former member of our board of directors. Additionally, in August 2012, we paid Daniel Bleak $50,000 for research and business advisory services rendered pursuant to a Professional Service Agreement executed on August 1, 2012.

On January 26, 2012, we issued warrants to purchase an aggregate of 207,692 shares of common stock at an exercise price of $6.50 per share to Joshua Bleak, David Rector, Stuart Smith and George Glasier, our then- directors.

On March 19, 2012, we entered into an agreement with California Gold Corp., pursuant to which we agreed to provide California Gold Corp. with a geological review on or prior to March 30, 2012, of certain uranium properties in consideration for $125,000. David Rector, our former director, is a member of California Gold Corp.'s board of directors.

Our former principal place of business was located in a building owned by Silver Hawk Ltd., a Colorado corporation. George Glasier, our former Chief Executive Officer, is the President and Chief Executive Officer of Silver Hawk Ltd. We leased our office space on a month to month basis at a monthly rate of $850 pursuant to a lease effective January 1, 2012. Under the terms of a Rescission Agreement dated June 11, 2012, our lease for such office space was terminated.

On June 11, 2012, we exercised the option we purchased from Pershing through the assignment of Pershing's wholly owned subsidiary, Continental Resources Acquisition Sub, Inc., a Florida corporation, which is the owner of 100% of the issued and outstanding common stock of each of Green Energy Fields, Inc., a Nevada corporation (which is the owner of 100% of the issued and outstanding common stock of CPX Uranium, Inc.) and ND Energy, Inc., a Delaware corporation. Additionally, ND Energy, Inc. and Green Energy Fields, Inc. hold a majority of the outstanding membership interests of Secure Energy LLC. Through our acquisition of the above entities, we acquired certain uranium properties and claims.

Between June 2012 and July 2012, we loaned $147,708 to an affiliated company in exchange for a secured promissory note. The note bore 6% interest per annum and shall become due and payable on or before June 29, 2013. This note was secured by a real estate property owned by the affiliated company. In November 2012, we collected a total of $218,218 from the affiliated company and such payment was applied towards the principal amount of $147,708 and interest of $70,510. We recognized interest income of $70,510 during the year ended December 31, 2012 and are included in the loss from discontinued operations as this transaction relates to our real estate business. Barry Honig, the President of the affiliated company, is one of our shareholders.

In August 2012, we issued 23,305 shares of common stock in connection with the exercise of 46,154 stock warrants on a cashless basis. The warrant holder was Melechdavid, Inc. who purchased 46,154 warrants from a third party in June 2012. Our former Chief Executive Officer is the President of Melechdavid, Inc. Additionally, in November 2012, we received a notice from the former Chief Executive Officer that the former Chief Executive Officer had violated Section 16(b) of the Exchange Act as a result of certain purchases and sales of shares of our common stock made by the former Chief Executive Officer within a period of less than six months that generated short-swing profits under Section 16(b). In December 2012, the former Chief Executive Officer made a $50,000 payment to us in disgorgement of the short-swing profits.

On November 14, 2012, we entered into a share exchange agreement with Sampo and the members of Sampo. Upon closing of the transaction contemplated under the share exchange agreement, on November 14, 2012, the Sampo Members (six members) transferred all of the issued and outstanding membership interests of Sampo to us in exchange for an aggregate of 711,538 shares of our Common Stock. Such exchange caused Sampo to become our wholly-owned subsidiary. LVL Patent Group LLC, of which Mr. Croxall is the Chief Executive Officer, and John Stetson were former members of Sampo and received 307,692 and 38,462 shares of our common stock, respectively, in connection with the share exchange.

On May 13, 2013, we entered into a six year advisory services agreement (the "Advisory Services Agreement") with IP Navigation Group, LLC, of which Erich Spangenberg is Chief Executive Officer. Mr. Spangenberg is an affiliate of the Company. The terms of the Advisory Services Agreement provides that, in consideration for its services as intellectual property licensing agent, the Company will pay to IP Navigation Group, LLC between 10% and 20% of the gross proceeds of certain licensing campaigns in which IP Navigation Group, LLC acts as intellectual property licensing agent. The Advisory Services Agreement with IP Navigation Group, LLC is filed herewith as Exhibit 10.62, and incorporated by reference in its entirety.

On May 31, 2013, Barry Honig, a beneficial owner of more than 5% of our common stock at the time, purchased an aggregate of $100,000 of shares of common stock and warrants in our private placement.

On August 2, 2013, GRQ Consultants Inc. 401K funded a subscription of $150,000 of shares of common stock and warrants in our private placement, which was assigned to it by another investor. Barry Honig is the trustee of GRQ Consultants Inc. 401K and was a beneficial owner of more than 5% of our common stock at the time of the transaction.

On November 11, 2013, we entered into a consulting agreement with Kairix, pursuant to which we granted options to acquire 300,000 shares of common stock to Kairix in exchange for services. The options shall vest 33%, 33% and 34% on each annual anniversary of the date of the issuance. Craig Nard, a member of our board of directors, is a principal of Kairix.

On November 18, 2013, we entered into Amendment No. 1 to the Executive Employment Agreement with our Chief Executive Officer and Chairman, Doug Croxall, pursuant to which Mr. Croxall's base salary was raised to $480,000, subject to a 3% increase every year commencing on November 14, 2014. We also granted Mr. Croxall a bonus of $350,000 and ten year stock options to purchase an aggregate of 100,000 shares of our common stock, with a strike price of $5.93 per share (representing the closing price on the date of grant), vesting in twenty-four (24) equal installments on each monthly anniversary of the date of grant.

On November 18, 2013, we entered into a consulting agreement with Jeff Feinberg ("Feinberg Agreement"), pursuant to which we agreed to grant Mr. Feinberg 100,000 shares of our restricted common stock; 50% of which shall vest on the one-year anniversary of the Feinberg Agreement and the remaining 50% of which shall vest on the second year anniversary of the Feinberg Agreement. Mr. Feinberg is the trustee of The Feinberg Family Trust and holds voting and dispositive power over shares held by The Feinberg Family Trust, which is a 10% beneficial owner of our common stock.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

During the years ended December 31, 2013, and 2012, we engaged KBL, LLP, as our independent auditor. For the years ended December 31, 2013, and 2012, we incurred fees as discussed below:

	Fiscal Year Ended	
	December 31, 2013	December 31, 2012
Audit fees	$ 75,000	$ 27,500
Audit – related fees	-	-
Tax fees	-	-
All other fees	-	-

Audit fees consist of fees related to professional services rendered in connection with the audit of our annual financial statements. All other fees relate to professional services rendered in connection with the review of the quarterly financial statements.

Our policy is to pre-approve all audit and permissible non-audit services performed by the independent accountants. These services may include audit services, audit-related services, tax services and other services. Under our audit committee's policy, pre-approval is generally provided for particular services or categories of services, including planned services, project based services and routine consultations. In addition, the audit committee may also pre-approve particular services on a case-by-case basis. Our audit committee approved all services that our independent accountants provided to us in the past two fiscal years.

PART IV

ITEM 15. EXHIBITS

Exhibit No.	Description
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 (Incorporated by reference to Exhibit 10.59 to the Company's Annual Report on 10-K, filed with the SEC on March 31, 2014)
10.60	Patent Purchase Agreement between TeleCommunication Systems, Inc. and CRFD Research, Inc. dated September 26, 2013*
10.61	Patent Purchase Agreement between Intergraph Corporation and Vantage Point Technology, Inc. dated September 25, 2013*
10.62	Advisory Services Agreement between the Company and IP Navigation Group, LLC dated May 13, 2013*
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.

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: May 30, 2014

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall
Name: Doug Croxall
Title: Chief Executive Officer
(Principal Executive Officer)

By: /s/ Francis Knuettel II
Name: Francis Knuettel II
Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Doug Croxall Doug Croxall	Chief Executive Officer and Chairman (Principal Executive Officer)	May 30, 2014
/s/ Francis Knuettel II Francis Knuettel II	Chief Financial Officer (Principal Financial and Accounting Officer)	May 30, 2014
/s/ John Stetson John Stetson	Executive Vice President, Secretary and Director	May 30, 2014
Stuart Smith	Director	May 30 , 2014
/s/ Edward Kovalik Edward Kovalik	Director	May 30, 2014
/s/ William Rosellini William Rosellini	Director	May 30, 2014

PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (the ***"Agreement"***) is entered into on September 26, 2013 (the ***"Effective Date"***) by and between TeleCommunication Systems, Inc., a Maryland corporation, of 275 West Street, Annapolis, Maryland, 21401 USA (the ***"Seller"***) and CRFD Research, Inc., a Delaware corporation, of 2331 Mill Road, Suite 100 Alexandria VA 22314(the ***"Purchaser"***) (each a ***"Party"*** and collectively the ***"Parties"***). The Parties hereby agree as follows:

1. Background

1.1 Seller is the sole and exclusive owner of certain Patents (defined below).

1.2 Seller wishes to sell to Purchaser all right, title and interest in the Patents and any and all rights associated therewith.

1.3 Purchaser wishes to purchase from Seller all right, title and interest in the Patents and any and all rights associated therewith.

2. Definitions

2.1 **"*Affiliate*"** means, with respect to any Person, any Entity in any country that controls, is controlled by or is under common control with such Person. The term "control" means possession directly or indirectly of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of more than fifty percent (50%) of the voting equity interests of an entity shall be deemed to be control.

2.2 **"*Assigned Patent Rights*"** means all right, title and interest in the Patents and (a) all causes of action (whether currently pending, filed, or otherwise) 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 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, under or on account of any of the Patents or any of the foregoing; and (c) any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege.

2.3 **"*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.

2.4 **"*Executed Assignment*"** means an executed original of the Patent Assignment Agreement in ***Exhibit 2.4***.

2.5 **"*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, provisionals 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, whether or not listed on ***Exhibit A***.

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

3. Document Delivery; License-Back; Consideration and Reports

3.1 Document Delivery. As of the Effective Date, Seller shall send to Purchaser, via Federal Express or other reliable overnight delivery service or by hand delivery, the originals of the patent prosecution files and all other documents, communications and files (electronic or otherwise) relating to the Assigned Patent Rights in possession or control of Seller and its agents, counsel and related parties that pertain to the ownership, prosecution, maintenance and enforcement of the Patents, including, but not limited to those documents listed on the Document Request Form attached hereto as ***Exhibit 3.1*** (collectively, the ***"Documents"***) and, in addition, will sign the declaration attached to the Document Request Form as ***Attachment 1*** or, alternatively, the declaration attached to the Document Request Form as ***Attachment 2***.

3.2 Exclusivity. In consideration of the Purchaser's due diligence investigation of the Patents, the Seller agrees that, during the period between the Effective Date and the Closing Date (as defined below), Seller shall not discuss, negotiate or pursue with any third parties any offers or proposals with respect to or otherwise relating to any of the Patents.

3.3 License-Back. Subject to the Closing (as defined below), Purchaser shall grant to Seller a license-back to the Patents, pursuant to the terms of the License Agreement, in the form attached hereto as ***Exhibit 3.3*** (the "***License Agreement***").

3.4 Additional Consideration for the Patents. In consideration for the Patents and subject to the consummation of the Closing, Seller shall be entitled, in addition to the other consideration to which Seller is entitled herein, to the following:

3.4.1 Cash Payment. A non-refundable cash payment of Five Hundred Thousand U.S. Dollars ($500,000) payable upon Closing (the "**Closing Payment**").

3.4.2 Possible Future Cash Payment. Within thirty (30) calendar days after each calendar quarter (commencing with the calendar quarter ending December 31, 2013) until the expiration of the last to expire of the Patents, Purchaser will pay to Seller a portion (each a "**Gross Payment**") of the Cash compensation received by Purchaser in consideration for the licensing and/or enforcement by Purchaser of the Patents, in the form of Cash licensing fees and Cash litigation and settlement fees actually collected and retained by Purchaser; provided that such Cash licensing fees and Cash litigation and settlement fees arise solely from payments made by a third party exclusively in respect of the Patents and excluding any amounts collected by Purchaser with respect to any other patents or intellectual property ("***Recoveries***"), calculated as follows: (i) if the Cash licensing fees or Cash litigation and settlement fees only include the Patents, ten percent (10%) of all Recoveries actually received and collected by Purchaser and (ii) if the Cash licensing fees or Cash litigation and settlement fees include patents and patent applications other than the Patents, an amount equal to the product of (A) (1) the Recoveries times ten percent (10 %) and (B) a fraction, the (1) numerator of which shall be the number of Patents for which the Cash licensing fees or Cash litigation and settlement fees are payable as part of the specific settlement and (2) the denominator of which shall be the total number of patents and patent applications (including the Patents) for which the Cash licensing fees or Cash litigation and settlement fees are payable as part of the specific settlement.

By way of example, if a licensee took a license to the Patents and no other patents or patent applications owned by Purchaser with payment being made in Cash, there would be a payment made under this Section 3.4.2 as follows:

R x ten percent (10%), where R = Recoveries

Further by way of example, if a licensee took a license to the Patents and other patents or patent applications owned by Purchaser with payment(s) being made in Cash, there would be only a pro rata share payment made under this Section 3.4.2 as follows:

> [R x ten percent (10%)] x [P/pp(P)], where R = Recoveries, P = total number of Patents for which the Cash licensing fees or Cash litigation and settlement fees are payable as part of the specific settlement and pp(P) = total number of patents and patent applications (including the Patents) for which the Cash licensing fees or Cash litigation and settlement fees are payable as part of the specific settlement.

For the purposes hereof,

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

"***Cash Equivalents***" shall mean debt and/or equity securities (including, but not limited to stocks, warrants, options or ADRs) and/or any real or personal property, received by Purchaser, that is reducible to cash (net of taxes required to be paid by Purchaser on Seller's 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. Purchaser shall convert Cash Equivalents to cash as soon as commercially practical and legally permissible.

Notwithstanding the above, Purchaser shall not enter into a licensing agreement and/or a settlement with any third party that includes a grant of rights under the Patents together with a grant of rights under patents or patent applications other than the Patents, unless Purchaser and Seller agree in advance of the execution of such license agreement and/or settlement on the amount of Recoveries thereunder that will be attributable to the Patents. Any Cash consideration derived from such license and/or settlement will be apportioned accordingly.

Seller acknowledges that (i) the obligations of Purchaser under this Agreement 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 Purchaser; and (iii) Purchaser has not 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 3.4.2.

3.5 Payment Procedures. All payments made by Purchaser pursuant to this Agreement shall be made by wire transfer to an account specified by Seller at such times and in accordance with the provisions of Sections 3.4 (and until another account is designated in writing to Purchaser by Seller, to the account identified in ***Exhibit 3.5***).

3.6 Reports. Simultaneous with any wire transfer pursuant to Section 3.5, Purchaser will include a report detailing the payment amount and will provide such supporting documentation as may reasonably be requested by Seller (subject to appropriate and customary confidentiality obligations as may be required in order to disclose such documentation to Seller).

4. Transfer of Patents and Additional Rights

4.1 Assignment of Patents. Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest in and to the Assigned Patent Rights and at Closing will provide Purchaser with the Executed Assignment for the Assigned Patent Rights.

4.2 Additional Patents. Seller hereby represents and warrants to Purchaser that the only patents, reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, provisionals and divisions of the Patents and patents and patent applications that claim priority to any of the foregoing are listed on ***Exhibit A***, including any foreign counterparts thereof. In the event that Purchaser discovers, at any time, any patents, reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, provisionals and/or divisions of the Patents or patents and patent applications that claim priority to any of the foregoing, or any foreign counterparts thereof that are owned by Seller (the ***"Additional Patents"***), then the Additional Patents shall be sold, including by transferring, assigning and setting over, to Purchaser, all right, title and interest thereto, for no consideration beyond the consideration provided for in this Agreement, and the Additional Patents shall be deemed "Patents", as applicable, under this Agreement, for all intents and purposes. In such event, the Parties shall sign an amended ***Exhibit A*** to add the Additional Patents thereto and in the event that Purchaser's notification to Seller is subsequent to the Closing, then the Parties shall conduct a subsequent closing and the provisions of Section 5.1 shall apply to the sale, assignment transfer and setting over to Purchaser of the Additional Patents, *mutatis mutandis*.

4.3 Non-Assumption of Liabilities. It is expressly understood and agreed that Purchaser shall not be liable for and hereby disclaims any assumption of any of the obligations, claims or liabilities of Seller and/or its Affiliates and/or of any third party of any kind or nature whatsoever arising from or in connection with any circumstances, causes of action, breach, violation, default or failure to perform with respect to the Assigned Patent Rights prior to the assignment and sale thereof to Purchaser.

5. Closing and Additional Obligations

5.1 The closing of the purchase and sale of the Assigned Patent Rights (the ***"Closing"***) shall take place on or before September 30, 2013 (the ***"Closing Date"***), subject to the conditions to Closing set forth in Section 5.1.2, 5.2 and 5.3 below having been previously and/or simultaneously met. In this respect Seller is hereby confirming that it has delivered a copy of the documents listed in Section 3.1 to Purchaser.

5.1.1 At the Closing, Seller shall execute and deliver to Purchaser the Executed Assignment and a copy of any and all corporate approvals required by it in order to execute, deliver and perform this Agreement and the transactions contemplated hereunder.

5.1.2 The obligation of Purchaser to consummate the Closing is subject to the following conditions:

(a) Seller shall have performed all of its obligations hereunder required to be performed by it at or prior to the Closing;

(b) the representations and warranties of Seller contained in this Agreement shall be true at and as of the Closing, as if the Closing was substituted for the date in such representations and warranties;

(c) the completion to the satisfaction of Purchaser of its financial, commercial, intellectual property and legal due diligence examination of the Assigned Patent Rights. In this regard Purchaser may terminate this Agreement and not consummate the Closing, at its sole discretion, based on the results of the Purchaser's due diligence examination of the Assigned Patent Rights or on any other matter;

(d) all corporate and other proceedings in connection with the transactions contemplated by this Agreement shall have been performed by Seller, all documents and instruments incident to such transactions and reasonably requested by Purchaser shall be reasonably satisfactory in substance and form to Purchaser and its counsel, shall have been executed and Purchaser and its counsel shall have received counterpart originals or certified or other copies of such documents and instruments as Purchaser or its counsel may reasonably request.

5.2 Further Cooperation. At the reasonable request of Purchaser, Seller shall (i) provide such further assistance and cooperation as Purchaser may request from time to time in order to perfect or otherwise document Purchaser's ownership of the Assigned Patents Rights; (ii) and 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. Moreover, Purchaser shall pay the reasonable costs and expenses of Seller's assistance and cooperation as described above. The foregoing shall not apply to acts or omissions of Seller, or obligations, claims or liabilities of Seller arising from or in connection with any circumstances, causes of action, breach, violation, default or failure to perform with respect to the Patents or the Assigned Patent Rights prior to the assignment and sale thereof to Purchaser.

5.3 Payment of Fees. Purchaser will pay any maintenance fees, annuities, and the like due or payable on the Patents for the period commencing ninety (90) days after the Closing Date.

6 Representations And Warranties Of Seller

Seller hereby represents and warrants to Purchaser as follows that, as of the Effective Date:

6.1 Authority. Seller has the full power and authority, and has obtained all third party consents, approvals or other authorizations required, to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights to Purchaser. The execution and delivery of this Agreement and the related transaction documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate actions on the part of Seller. This Agreement and the other transaction documents have been duly executed and delivered by Seller, and constitute legal, valid and binding obligations of Seller, enforceable in accordance with their terms.

6.2 Non-Contravention. Seller's execution, delivery, and performance of its obligations under this Agreement will not conflict with or violate the corporate documents of Seller or any laws to which Seller is subject, or any agreement or other obligation of Seller or binding upon Seller's assets or result in the creation or imposition of any mortgage, lien, charge, pledge, security interest, other encumbrance or third party right upon any of the Assigned Patent Rights.

6.3 Title and Contest. Seller owns all right, title, and interest to the Assigned Patent Rights, including all right, title, and interest to sue for infringement of the Patents and all attorney-client privilege. To the Sellers knowledge, the identity of all inventors of the inventions underlying the Patents has been fully disclosed to the U.S. Patent Office as required by U.S. law. Except as set forth on ***Exhibit 6.3(a)***, the Assigned Patent Rights are free and clear of all liens, claims, mortgages and security interests, all of which shall be released upon the Closing. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Assigned Patent Rights. Except as set forth on ***Exhibit 6.3(b)***, Seller 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 the use of any of the Assigned Patent Rights or subject matter disclosed and claimed in the Patents or in connection with the licensing or sale of any of the Assigned Patent Rights to third parties (the ***"Third Party Payments")***. For the avoidance of doubt, in the event that Seller owes any Third Party Payments, such payments shall be borne out of Seller's share of the Recoveries.

6.4 No Joint Development Activity. To the Seller's knowledge, no Patent (i) is the product or subject of any joint development activity or agreement with any third party; (ii) is the subject of any consortia agreement; or (iii) has been financed in whole or in part by any third party.

6.5 No Preexisting Licenses. Except as otherwise listed on ***Exhibit 6.5*** (the "***Pre-Existing Licenses***"), no exclusive or to the Seller's knowledge non-exclusive licenses under the Patents or interest or rights in any of the Assigned Patent Rights have ever been granted.

6.6 Terminal Disclaimers. Except as otherwise listed on ***Exhibit 6.6***, there are no terminal disclaimers of any kind related to or affecting any of the Assigned Patent Rights. ***Exhibit 6.6*** includes a list of all terminal disclaimers that exist with respect to or that affect the Assigned Patent Rights and provides a description of each such terminal disclaimer, including the subject earlier issued patent(s) and the respective expiration dates thereof.

6.7 Pending United States Applications. Except as otherwise listed on ***Exhibit 6.7***, there are no pending US patent applications of any kind constituting an Assigned Patent Right. ***Exhibit 6.7*** includes a list of all pending US patent applications and the respective confirmation numbers issued by the USPTO therefor.

6.8 Patent Marking. To Seller's best knowledge, no licensee under the Assigned Patent Rights shall be required to mark any product or services under the Patents and/or their containers, labels, and/or other packaging with any applicable patent numbers.

6.9 Enforcement. Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Except as set forth on ***Exhibit 6.9***, Seller has not invited any third party to enter into a license under any of the Patents. Seller has not initiated any enforcement action with respect to any of the Patents.

6.10 Patent Office Proceedings. To Seller's best 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.

6.11 Prosecution Obligations; Fees. No actions must be taken by Seller before any governmental entity (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) within ninety (90) days of the Closing Date with respect to any of the Assigned Patent Rights. 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.

6.12 Validity and Enforceability. To Seller'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 United States Patent and Trademark Office 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.

6.13 Compliance with Applicable Law. The Patents are currently in compliance with all legal requirements (including payment of filing, examination and maintenance fees and the filing of any necessary oaths, proofs of use or other documents) for maintaining, registering, filing, certifying or otherwise perfecting or recording such Patents.

7 Representations And Warranties Of Purchaser

Purchaser hereby represents and warrants to Seller as follows that, as of the Effective Date:

7.1 Purchaser is a Delaware limited liability company.

7.2 Purchaser has the full power and authority, and has obtained all third party consents, approvals or other authorizations required, to enter into this Agreement and to carry out its obligations hereunder.

7.3 Purchaser's execution, delivery, and performance of its obligations under this Agreement will not conflict with or violate any laws to which Purchaser is subject, or any agreement or other obligation directly or indirectly applicable to Purchaser or binding upon Purchaser's assets.

8 Miscellaneous

8.1 Compliance With Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties will be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.

8.2 Assignment. This Agreement may not be assigned by Seller without the prior written consent of Purchaser, not to be unreasonably withheld. Purchaser may assign its rights and obligations hereunder upon the provision of written notice to Seller. A "change of control" transaction of Seller shall be deemed an assignment and therefore subject to Purchaser's consent as aforesaid. Under no circumstances will any assignment be permitted to an entity acquiring Seller through insolvency, bankruptcy, assignment for the benefit of one or more creditors (through foreclosure or any other means) or any similar proceeding, any or all of which shall require the consent of Purchaser.

8.3 Confidentiality of Terms. The Parties hereto will keep the terms and existence of this Agreement and the identities of the Parties and their Affiliates confidential and will not now or hereafter divulge any of this information to any third party except as follows: (a) with the prior written consent of the other Party; (b) subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein, to a Party's legal and financial counsel and other professional advisors, in their capacity of advising a Party in such matters; (c) subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein, to a counterparty engaged in due diligence in connection with a proposed merger, acquisition, reorganization, or financing of all or substantially of a Party's assets or equity or in connection with a proposed sale or exclusive license of the Assigned Patent Rights, as applicable; (d) by Purchaser, in order to perfect Purchaser's interest in the Assigned Patent Rights with any governmental patent office (including, without limitation, recording the Executed Assignment in any governmental patent office); (e) to enforce Purchaser's right, title and interest in and to the Assigned Patent Rights; (f) to any governmental body having jurisdiction and specifically requiring such disclosure; or (g) as required during the course of litigation and subject to a protective order with a confidentiality designation of "Outside Attorneys' Eyes Only" or higher; provided that, in (f) and (g) above, (i) the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing Party will provide the other Party with at least ten (10) days' prior written notice of such disclosure. Notwithstanding anything to the contrary in this Section 8.3, following the Closing, each Party and IP Navigation Group, LLC is entitled to issue the press release substantially in the form attached hereto as ***Exhibit 8.3***.

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

8.5 Notices. All notices given hereunder will be given in writing, will refer to this 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 Seller	If to Purchaser
Tel:	Tel: 703.232.1701
Fax:	Fax: 703.997.7320
Email:	Email:
Attn:	Attn: CEO

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. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this Section.

8.6 Relationship of Parties. The Parties are independent contractors and not partners, joint venturers, or agents of the other. Neither Party assumes any liability of or has any authority to bind, or control the activities of, the other.

8.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this 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.

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

8.9 Miscellaneous. This 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. Neither of the Parties will be bound by any conditions, definitions, warranties, obligations (including obligations to prosecute any of the Patents), understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either Party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in writing and signed by authorized representatives of both Parties. The Exhibits referenced herein and attached hereto are incorporated into this Agreement as though fully set forth herein.

8.10 Counterparts; Electronic Signature. This 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 Agreement bearing its original signature. Prior to such execution and delivery, in order to expedite the process of entering into this 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 Patent Purchase Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

TELECOMMUNICATION SYSTEMS, INC.	**CRFD RESEARCH, INC.**
By: /s/ Bruce A. White	By: /s/ Doug Croxall
Name: Bruce A. White	Name: Doug Croxall
Title: SVP and Gen. Counsel	Title: CEO

Exhibit A

THE PATENTS

US Pat No.	US Appl. No.	Filing Date	Issue Date	Title
7,191,233	09/953,408	9/17/2001	3/13/2007	SYSTEM FOR AUTOMATED, MID-SESSION, USER-DIRECTED, DEVICE-TO-DEVICE SESSION TRANSFER SYSTEM
7,574,486	09/707,770	11/8/2000	8/11/2009	WEB PAGE CONTENT TRANSLATOR
7,624,185	11/701,367	2/2/2007	11/24/2009	SYSTEM FOR AUTOMATED DEVICE-TO-DEVICE TRANSFER SYSTEM
n/a	12/588,433	7/1/2009	n/a	System for automated device-to-device transfer system
n/a	12/458,153	07/01/2009	n/a	Web page content translator
n/a	12/458,154	07/01/2009	n/a	Web page content translator
n/a	60/245,680*	11/6/2000	n/a	Web page content translator
				* Expired provisional application that serves as a basis for priority for 7,574,486 and 12/558,433

Exhibit 2.4

ASSIGNMENT AGREEMENT

ıis Assignment Agreement (the "Agreement") is made and entered into this ____ day of September, 2013 (the "Effective Date"), by ɔleCommunication Systems, Inc., a Maryland Corporation, having an address at 275 West Street, Annapolis, MD 21401 USA ("Assignor") ıd CRFD Research, Inc., a Delaware corporation having and address at 2331 Mill Road, Suite 100 Alexandria VA 22314 ("Assignee").

RECITALS

. Assignor is the owner of (select as appropriate):

X the United States Patents set forth on Exhibit A hereto (the "US Patents");

☐ the non-United States patents set forth on Exhibit B hereto (the "Foreign Patents");

X the United States patent applications set forth on Exhibit C hereto (the "US Patent Applications");

☐ the United States provisional patent applications set forth on Exhibit D hereto (the "US Provisional Patent Applications"); and/or

☐ the foreign patent applications set forth on Exhibit E hereto (the "Foreign Patent Applications");

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated _September 26, 2013, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail,

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Effective Date.

Assignor: TeleCommunication Systems, Inc.

By:

Name:

Title:

Assignee: CRFD Research, Inc.

By:

Name:

Title:

EXHIBIT A

TO ASSIGNMENT AGREEMENT

Title	Patent Number	Issue Date
SYSTEM FOR AUTOMATED, MID-SESSION, USER-DIRECTED, DEVICE-TO-DEVICE SESSION TRANSFER SYSTEM	7,191,233	3/13/2007
WEB PAGE CONTENT TRANSLATOR	7,574,486	8/11/2009
SYSTEM FOR AUTOMATED DEVICE-TO-DEVICE TRANSFER SYSTEM	7,624,185	11/24/2009

EXHIBIT B

TO ASSIGNMENT AGREEMENT

Title	**Patent Number**	**Issue Date**
NONE		

EXHIBIT C

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date
System for automated device-to-device transfer system	12/588,433	07/01/2009
Web page content translator	12/458,153	07/01/2009
Web page content translator	12/458,154	07/01/2009

EXHIBIT D

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date	Inventor(s)

NONE

EXHIBIT E

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date
NONE		

Exhibit 3.1

DOCUMENT REQUEST FORM

September 26, 2013

TeleCommunication Systems, Inc.
Attn: General Counsel, Bruce A. White

Re: Documents related to the Patents as Listed on Exhibit A to the Proposed Purchase Agreement between CRFD Research, Inc. (Purchaser) and TeleCommunication Systems, Inc. (Seller)

Dear Mr. White:

Reference is made to the proposed purchase agreement ("Agreement") between CFRD Research, Inc. ("Purchaser") and TeleCommunication Systems, Inc. ("Seller"). Defined terms used in this letter are as defined in the Agreement. Purchaser has requested, pursuant to Section 3.1 of the Agreement that Seller deliver the Documents and/or confirm to Purchaser that there are no other Documents in the custody or control of Seller, its agents, counsel or related parties.

"Documents" is defined in Section 3.1 of the Agreement as "the originals of the patent prosecution files and all other documents, communications and files (electronic or otherwise) relating to the Assigned Patent Rights in possession or control of Seller and its agents, counsel and related parties that pertain to the ownership, prosecution, maintenance and enforcement of the Patents." For purposes of clarification only, and without derogating from the definition set forth in Section 3.1, below is a non-exclusive list of documents that fall within this description. Pursuant to Section 3.1, 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 Patents listed in Exhibit A of the Agreement ("Patents"), including:
        i. File histories of any Patent including current owner of record, jurisdiction where the application/registration is located; and any application number
        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 Exhibit A of the Agreement and regardless of whether the related patents are abandoned or alive
        iii. All communications 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)
    b. Any prior art references that have been retained in the files or are otherwise known, including whether there are facts, information, or circumstances that would constitute prior art, that would render any of the Patents invalid or unenforceable, or would have a material adverse effect on any pending application for any Patent.
    c. Pre-filing documents 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).

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

e. 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.)
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 A 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 A 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. A list of any actions that must be taken by the Company within ninety (90) days of the anticipated closing date with respect to the Patents, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates.
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 declaration (either Attachment 1 or 2 hereto) and return the executed copy to Purchaser.

Regards,
By: ________________________
CEO
CRFD Research, Inc.

Attachment 1

DECLARATION

Seller has conducted a thorough and diligent search for all Documents in its custody or control and the custody and control of its agents, counsel and related parties, and hereby delivers copies of those documents to Purchaser. Seller asserts that there are no Documents that remain in its custody or control, or in the custody or control of its agents, counsel and/or related parties.

____
TeleCommunication Systems, Inc.
A Maryland Corporation

By: _____________________
Name: __________
Title: ______
Date: ___________________

Address:
____
____
____

Attachment 2

DECLARATION

Seller has conducted a thorough and diligent search for all Documents in its custody or control as well as the custody or control of its agents, counsel or related parties, and confirms no such Documents exist.

____

TeleCommunication Systems, Inc.
A Maryland company

By: _____________________
Name: __________
Title: ______
Date: ___________________

Address:
____
____
____

Exhibit 3.3

LICENSE AGREEMENT

This LICENSE AGREEMENT (the ***"Agreement"***) is entered into on September 26**,** 2013 (the ***"Effective Date"***) by and between TeleCommunication Systems, Inc., a Maryland corporation of 275 West Street, Annapolis, MD 21401 ("***Licensor***") and CRFD Research, Inc., a Delaware corporation, of 2331 Mill Road, Suite 100 Alexandria VA 22314 (***"Licensee"***) (each a ***"Party"*** and collectively the ***"Parties"***).

The Parties hereby agree as follows:

6. **Background**

6.1 Pursuant to that certain Patent Purchase Agreement dated September 26, 2013, by and between Licensor and Licensee (the "***PPA***"), Licensor purchased from Licensee, *inter alia*, the Licensed Patents (as defined below) and the associated rights related thereto.

6.2 As part of the terms of the Licensed Patents' acquisition transaction, and as additional valuable consideration thereunder, Licensee has asked to receive the extremely valuable licenses under the Licensed Patents, as set forth in this License Agreement, and Licensor has agreed to grant to Licensee the licenses under the Licensed Patents in accordance with the terms and conditions set forth herein.

7. **Definitions**

7.1 **"*Affiliate*"** means, with respect to any Person, any Entity 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 entity or, in the case of a non-corporate entity, equivalent interests. Notwithstanding the foregoing, with respect to Licensee, the term "Affiliates" excludes any Person (i) that would solely be an Affiliate of Licensee due to the fact that such Person is an Licensee investor, equity or other interest holder (a "***Licensee Investor***") or is a Person controlled by, controlling or under common control with a Licensee Investor; or (ii) that is a party to a pending patent infringement claim or lawsuit filed with respect to the Patents at such time, following the Effective Date, as the Person falls within the definition of Affiliate.

7.2 **"*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.

7.3 **"*Licensed Patents*"** means 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. Licensed Patents does not include: (a) any patents owned or controlled by Licensor that are not expressly set forth in this definition; and (b) any patents owned or controlled by any Licensor Affiliate.

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

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

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

8. Grant of Licenses

8.1 License. Licensor hereby grants to Licensee and Licensee's Affiliates a royalty-free, paid-up, irrevocable, perpetual, non-exclusive, non-divisible, non-transferable (except as otherwise provided in this Agreement), 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 (the "**License**").

8.2 Pass Through Rights. The License may be passed through to Licensee's and Licensee's Affiliates' purchasers, sellers, importers, distributors or users of the Licensed Products, as applicable, and as incorporated into an integrated system (a "***Licensed 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 Licensed 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 Licensed Combo Product; provided that if the Licensed Product is not cited as an essential element of the infringement contention with respect to the Licensed Combo Product, the Licensed Combo Product will not be deemed to be licensed hereunder.

8.3 No Third Party Rights. Neither Licensee nor any of Licensee's 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 Licensee.

9. 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 (i) the expiration of the last-to-expire of the Licensed Patents or (ii) by Licensor delivering written notice of termination to Licensee at any time upon or after the filing by Licensee of a petition in bankruptcy or insolvency, or upon or after any adjudication that Licensee is bankrupt or insolvent, or upon or after the filing by Licensee of any petition or answer seeking judicial reorganization, readjustment or arrangement of the business of Licensee 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 Licensee, which is not removed or stayed within sixty (60) days thereafter, or upon or after the making of any assignment or attempted assignment for the benefit of creditors, or upon or after the institution of any proceeding or passage of any resolution for the liquidation or winding up of Licensee's business which is not removed or stayed within sixty (60) days thereafter.

10. Assignment

10.1 Except as explicitly permitted hereunder, Licensee shall not assign nor transfer this Agreement or any right, benefit or obligation hereunder, including by a change of control (which shall be deemed an assignment and similarly limited), operation of law or otherwise without the prior written consent of Licensor, not to be unreasonably withheld.

10.2 Notwithstanding the foregoing, in the event Licensee sells, merges, conveys or otherwise transfers all or substantially all of its equity or assets or all or substantially all of Licensee's business assets related to the Licensed Patents to a Third Party acquirer (the "***Acquirer***" and a "***Sale Transaction,***" respectively), 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; (ii) the use by the Acquirer of the License will be limited to the respective terms thereof, shall apply strictly to Licensed Products in existence on the date of the Sale Transaction (and updates and upgrades thereto and natural evolutions thereof) and in no event will extend to any other products, processes or services of the Acquirer or its Affiliates; and (iii) within thirty (30) days after the transaction with the Acquirer, Licensee provides Licensor with written notice of the transaction, which notice will contain: (x) the effective date of the transaction, (y) a description of the transaction, and (z) a representation and warranty that the condition set forth in (i) above is met.

10.3 For the avoidance of doubt, Licensor is permitted to sell, assign, or otherwise transfer any of the Licensed Patents ("***Transferred Patents***") without Licensee's consent to any Third Party; provided that the License and covenants of Licensor contained herein shall run with the rights being sold, assigned, or transferred and the Transferred Patents and shall be binding on any successors-in-interest, transferees, or assigns thereof.

11. Miscellaneous

11.1 Confidentiality of Terms. Licensee shall keep the terms and existence of this 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 Licensor; (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 at least as stringent as those contained herein; (d) to a counterparty in connection with a proposed 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), Licensee 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 Licensor with at least ten (10) days' prior written notice of such disclosure. The obligations of Licensee under this Section 6.1 shall remain in effect during the term of this Agreement and for three (3) years from the date of termination or expiration of this Agreement.

11.2 No Third Party Rights. Nothing in this 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 Agreement, except as expressly provided in this Agreement.

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

11.4 Notices. All notices given hereunder will be given in writing, will refer to this 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 Licensee	If to Licensor
Tel:	Tel: 703.232.1701
Fax:	Fax: 703.997.7320
Email:	Email:
Attn:	Attn: CEO

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. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change in accordance with this Section.

11.5 Relationship of Parties. The Parties are independent contractors and not partners, joint venturers, or agents of the other. Neither Party assumes any liability of or has any authority to bind, or control the activities of, the other.

11.6 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this 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.

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

11.8 Entire Agreement. This 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. Licensee hereby acknowledges, confirms and agrees that any rights or license to the Licensed Patents granted to or held by Licensee prior to the Effective Date, including any implied license, is terminated in its entirety. Neither 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 Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either Party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in writing and signed by authorized representatives of both Parties. The Exhibits referenced herein and attached hereto are incorporated into this Agreement as though fully set forth herein.

11.9 Counterparts; Electronic Signature. This 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 Agreement bearing its original signature. Prior to such execution and delivery, in order to expedite the process of entering into this 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 Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

CRFD Research, Inc.	**TeleCommunication Systems, Inc.**
By:__________________________	By: _________________________
Name: Douglas Croxall	Name:
Title: CEO	Title:

Exhibit A

THE LICENSED PATENTS

US Pat No.	US Appl. No.	Filing Date	Issue Date	Title
7,191,233	09/953,408	9/17/2001	3/13/2007	SYSTEM FOR AUTOMATED, MID-SESSION, USER-DIRECTED, DEVICE-TO-DEVICE SESSION TRANSFER SYSTEM
7,574,486	09/707,770	11/8/2000	8/11/2009	WEB PAGE CONTENT TRANSLATOR
7,624,185	11/701,367	2/2/2007	11/24/2009	SYSTEM FOR AUTOMATED DEVICE-TO-DEVICE TRANSFER SYSTEM
n/a	12/588,433	7/1/2009	n/a	System for automated device-to-device transfer system
n/a	12/458,153	07/01/2009	n/a	Web page content translator
n/a	12/458,154	07/01/2009	n/a	Web page content translator

Exhibit 3.5

SELLER ACCOUNT INFORMATION

Exhibit 6.3(a)

ENCUMBRANCES

NONE

Exhibit 6.3(b)

THIRD PARTY PAYMENTS

PATENT TRANSACTION SERVICE AGREEMENT between TeleCommunication Systems, Inc. and IP Cube Partners Co. Ltd. effective May 20, 2013.

Exhibit 6.6

TERMINAL DISCLAIMERS

7,624,185 SYSTEM FOR AUTOMATED DEVICE-TO-DEVICE TRANSFER SYSTEM is terminally disclaimed to 7,191,233 SYSTEM FOR AUTOMATED, MID-SESSION, USER-DIRECTED, DEVICE-TO-DEVICE SESSION TRANSFER SYSTEM

Exhibit 6.7

PENDING UNITED STATES APPLICATIONS

Pending US Patent Application Number	**USPTO Confirmation Number**
12/588,433	8153
12/458,153	3446
12/458,154	4328

Exhibit 6.9

ENFORCEMENT
NONE

Exhibit 8.3

Attached

PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (the ***"Agreement"***) is entered into on September 25, 2013 (the ***"Effective Date"***) by and between Intergraph Corporation, a Delaware corporation with offices at 19 Interpro Road, Madison, AL 35758 (the ***"Seller"***) and Vantage Point Technology, Inc., a Delaware corporation with offices at 2331 Mill Road, Suite 100, Alexandria, VA 22314, of (the ***"Purchaser"***) (each a ***"Party"*** and collectively the ***"Parties"***). The Parties hereby agree as follows:

1. **Background**

1.1 Seller is the sole and exclusive owner of the Patents (defined below).

1.2 Seller wishes to sell to Purchaser all right, title and interest in the Patents and any and all rights associated therewith.

1.3 Purchaser wishes to purchase from Seller all right, title and interest in the Patents and any and all rights associated therewith.

2. **Definitions**

2.1 **"*Affiliate*"** means, with respect to any Person, any Entity in any country that controls, is controlled by or is under common control with such Person at the Effective Date or later. The term "control" means possession directly or indirectly of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of more than fifty percent (50%) of the voting equity interests of an entity shall be deemed to be control. Seller Affiliates include all Persons who are ultimately controlled by Hexagon AB and listed on ***Exhibit I*** hereto.

2.2 "***Assigned Patent Rights***" means all right, title and interest in the Patents and (a) all causes of action (whether currently pending, filed, or otherwise) 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 of the Patents; and (b) as of the Effective Date, all rights to recover and collect settlement arrangements, license payments (including lump sum payments), royalties and other payments with respect thereto, under or on account of any of the Patents or any of the foregoing; and (c) any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege relating to the Patents.

2.3 **"*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.

2.4 **"*Executed Assignment*"** means an executed original of the Patent Assignment Agreement in ***Exhibit B***.

2.5 **"*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, provisionals, priority applications and divisions of such patents, and any patents or patent applications which correspond to or claim priority to any of the foregoing to the extent owned by Seller or its Affiliates, and all foreign counterparts of the foregoing to the extent owned by Seller or its Affiliates, whether or not listed on ***Exhibit A***. For avoidance of doubt, Purchaser acknowledges that Seller is the owner of many additional patents and reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, provisionals and divisions of such additional patents (collectively "**Seller Patents**"), which are not related to the Patents (i.e., they are not reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, provisionals, priority applications and divisions of the patents and patent applications listed on Exhibit A, nor do they correspond to or claim priority to any of the foregoing, or constitute foreign counterparts of the foregoing), Such Seller Patents are not included in this Section 2.5. All such Seller Patents are the property of Seller (as defined herein), and shall remain the sole and exclusive property of Seller.

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

3. Document Delivery; Consideration and Reports

3.1 Document Delivery. Within fourteen (14) days following the Effective Date, Seller shall send to Purchaser, via Federal Express, other reliable overnight delivery service, electronic mail or by hand delivery, the originals or copies of the patent prosecution files and all other documents, communications and files (electronic or otherwise) relating to the Assigned Patent Rights in possession or control of Seller and its agents, counsel and related parties that pertain to the ownership, prosecution, maintenance and enforcement of the Patents, including, but not limited to those documents listed on the Document Request Form attached hereto as ***Exhibit C*** (collectively, the "***Documents***") and, in addition, will sign the affidavit attached to the Document Request Form as Attachment 1 or, alternatively, the affidavit attached to the Document Request Form as Attachment 2.

3.2 Exclusivity. In consideration of the Purchaser's due diligence investigation of the Patents, the Seller agrees that, during the period between the Effective Date and the Closing Date (as defined below), Seller shall not discuss, negotiate or pursue with any third parties any offers or proposals with respect to or otherwise relating to any of the Patents.

3.3 Additional Consideration for the Patents. In consideration for the Patents and subject to the consummation of the Closing (as defined below), Seller shall be entitled, in addition to the other consideration to which Seller is entitled herein, a non-refundable cash payment of six hundred thousand U.S. Dollars ($600,000.00) payable upon Closing by wire transfer to the accounts identified in ***Exhibit D***).

4. Transfer of Patents and Additional Rights

4.1 Assignment of Patents. Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest in and to the Assigned Patent Rights and at Closing will provide Purchaser with the Executed Assignment for the Assigned Patent Rights.

4.2 Additional Patents. Seller hereby represents and warrants to Purchaser that the only patents, reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, provisionals, priority applications, and divisions of the Patents and patents and patent applications that claim priority to any of the foregoing and that are owned by Seller or its Affiliates are listed on ***Exhibit A***, including any foreign counterparts thereof. In the event that Purchaser discovers, at any time, any patents, reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, provisionals and/or divisions of the Patents or patents and patent applications that claim priority to any of the foregoing, or any foreign counterparts thereof, or any application providing priority for the foregoing that are owned by Seller or its Affiliates (the ***"Additional Patents"***), then the Additional Patents shall be sold, including by transferring, assigning and setting over, to Purchaser, all right, title and interest thereto, for no additional consideration, and the Additional Patents shall be deemed "Patents", as applicable, under this Agreement, for all intents and purposes. In such event, the Parties shall sign an amended ***Exhibit A*** to add the Additional Patents thereto and in the event that Purchaser's notification to Seller is subsequent to the Closing, then the Parties shall conduct a subsequent closing and the provisions of Section 5.1 shall apply to the sale, assignment transfer and setting over to Purchaser of the Additional Patents, *mutatis mutandis*.

4.3 Non-Assumption of Liabilities. It is expressly understood and agreed that Purchaser shall not be liable for and hereby disclaims any assumption of any of the obligations, claims or liabilities of Seller and/or its Affiliates and/or of any third party of any kind or nature whatsoever arising from or in connection with any circumstances, causes of action, breach, violation, default or failure to perform with respect to the Assigned Patent Rights prior to the assignment and sale thereof to Purchaser.

5. Closing and Additional Obligations

5.1 The closing of the purchase and sale of the Assigned Patent Rights (the ***"Closing"***) shall take place on a mutually agreeable date not later than the later of: (i) three (3) business days after the Effective Date; or (ii) September 20, 2013 (the ***"Closing Date"***), unless otherwise terminated pursuant to Section 5.1.2 (c) hereof.

5.1.1 At the Closing, Seller shall execute and deliver to Purchaser the Executed Assignment and a copy of any and all corporate approvals required (if any) in order to execute, deliver and perform this Agreement and the transactions contemplated hereunder.

5.1.2 The obligation of Purchaser to consummate the Closing is subject to the following conditions, unless waived by Purchaser:

(a) Seller shall have performed all of its obligations hereunder required to be performed by it at or prior to the Closing;

(b) the representations and warranties of Seller contained in this Agreement shall be true at and as of the Closing, as if the Closing was substituted for the date in such representations and warranties;

(c) all corporate and other proceedings in connection with the transactions contemplated by this Agreement shall have been performed by Seller, all documents and instruments incident to such transactions, required by this Agreement to be provided prior to or on the Closing, and reasonably requested by Purchaser shall be reasonably satisfactory in substance and form to Purchaser and its counsel, shall have been executed and Purchaser and its counsel shall have received counterpart originals or certified or other copies of such documents and instruments as Purchaser or its counsel may reasonably request.

5.2 Inventor Agreements. Prior to Closing, (i) to the extent any of the inventors are employed by or under contract with Seller, Seller will obtain and deliver to Purchaser the Inventor Consulting Agreements, in the form attached hereto as ***Exhibit E***, signed by each of the inventors under the Patents and (ii) with regard to inventors not currently employed by or under contract with Seller, Seller will make every reasonable effort to cooperate with Purchaser and Purchaser's counsel in obtaining the executed Inventor Consulting Agreements from such inventors. For the avoidance of doubt, such inventors shall be reasonably compensated for their assistance, in accordance with the terms of ***Exhibit E***.

5.3 Inventor Oath and Declaration. Prior to Closing, (i) to the extent any of the inventors are employed by or under contract with Seller, Seller shall obtain and deliver to Purchaser fully executed declarations ("***Declarations***") from each inventor under those of the Patents which are, as of the Effective Date, pending before the United States Patent and Trademark Office (a "***Pending Patent***"), in the form attached hereto as ***Exhibit F*** or in another form compliant with 37 CFR 1.63 as in force on the filing date of the Pending Patent and on the Effective Date, in connection with any Pending Patent and (ii) with regard to inventors not currently employed by or under contract with Seller, Seller will make every reasonable effort to cooperate with Purchaser and Purchaser's counsel in obtaining the executed Declarations from such inventors. The foregoing shall not apply to any Pending Patent(s) which are reissue applications. All Pending Patents that are reissue applications will be particularly designated as such by the Seller.

5.4 Further Cooperation. At the reasonable request of Purchaser, during the period of thirty (30) days following the Closing, Seller will execute and deliver such other instruments and do and perform such other reasonable acts and things as may be necessary 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.

6 Representations; Warranties And Covenants Of Seller

Seller hereby represents and warrants to Purchaser as follows that, as of the Effective Date:

6.1 Authority. Seller has the full power and authority, and has obtained all third party consents, approvals or other authorizations required, to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights to Purchaser. The execution and delivery of this Agreement and the related transaction documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate actions on the part of Seller. This Agreement and the other transaction documents have been duly executed and delivered by Seller, and constitute legal, valid and binding obligations of Seller, enforceable in accordance with their terms.

6.2 Non-Contravention. Seller's execution, delivery, and performance of its obligations under this Agreement will not conflict with or violate the corporate documents of Seller or any laws to which Seller is subject, or any agreement or other obligation of Seller or binding upon Seller's assets or result in the creation or imposition of any mortgage, lien, charge, pledge, security interest, other encumbrance or third party right upon any of the Assigned Patent Rights.

6.3 Title and Contest. Seller owns all right, title, and interest to the Assigned Patent Rights, including all right, title, and interest to sue for infringement of the Patents. To Seller's knowledge, no Person other than Seller or its Affiliates, owns any patents, patent applications, reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, provisionals, priority applications and divisions of the Patents or any patents or patent applications which correspond to or claim priority to any of the foregoing, or any foreign counterparts of the foregoing.

6.4 Inventors. To the knowledge of Seller, the identity of all inventors of the inventions underlying the Patents has been fully disclosed to the U.S. Patent Office as required by U.S. law. The Assigned Patent Rights are free and clear of all liens, claims, pledges, mortgages and security interests, and any similar third party rights. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Assigned Patent Rights. Seller 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 the use of any of the Assigned Patent Rights or subject matter disclosed and claimed in the Patents or in connection with the licensing or sale of any of the Assigned Patent Rights to third parties.

6.5 No Joint Development Activity. To the knowledge of Seller, no Patent (i) is the product or subject of any joint development activity or agreement with any third party; (ii) is the subject of any consortia agreement; or (iii) has been financed in whole or in part by any third party.

6.6 Licenses. To Seller's best knowledge, (i) the Patents are free and clear of all of any licenses, releases, covenants not to sue, waivers of claims, and any other encumbrances or third party rights, other than those identified in ***Exhibit G*** (the "***Existing Encumbrances***"); (ii) Seller has provided Purchaser with copies of all Existing Encumbrances in redacted form (except for the 3DLAbs license which itself prohibits disclosure) and has fully disclosed to Purchaser the material terms of and Persons party to or holding rights under the Existing Encumbrances in a manner sufficient to permit Purchaser to comply therewith; and (iii) other than the Existing Encumbrances, Seller 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 the use of any of the Assigned Patent Rights or in connection with the licensing or sale of any of the Assigned Patent Rights to third parties.

6.7 Terminal Disclaimers. Except as otherwise listed on ***Exhibit H***, to the best knowledge of Seller there are no terminal disclaimers of any kind related to or affecting any of the Assigned Patent Rights. ***Exhibit H*** includes a list of all terminal disclaimers that exist with respect to or that affect the Assigned Patent Rights and provides a description of each such terminal disclaimer, including the subject earlier issued patent(s) and the respective expiration dates thereof.

6.8 Enforcement. Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Seller has not invited any third party to enter into a license under any of the Patents. Seller has not initiated any enforcement action with respect to any of the Patents except for U.S. Patent No. 6,374,329 which has been asserted.

6.9 Patent Office Proceedings. To Seller's best 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.

6.10 Prosecution Obligations; Fees. To Seller's best knowledge, no actions must be taken by Seller before any governmental entity (including the United States Patent and Trademark Office or equivalent authority anywhere in the world) within thirty (30) days of the Closing Date with respect to any of the Assigned Patent Rights. To Seller's best knowledge, all maintenance fees, annuities, and the like due or payable on the Patents as of thirty (30) days from the Closing Date hereof 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.

6.11 Validity and Enforceability. To Seller'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 United States Patent and Trademark Office 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. Seller 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 except as asserted by defendants in the litigation involving U.S. Patent No. 6,374,329.

6.12 Compliance with Applicable Law. The Patents are currently in compliance with all legal requirements (including payment of filing, examination and maintenance fees and the filing of any necessary oaths, proofs of use or other documents) for maintaining, registering, filing, certifying or otherwise perfecting or recording such Patents.

6.13 Patent Marking. To Seller's best knowledge, no licensee under the Assigned Patent Rights would be required to mark any product or services under the Patents and/or their containers, labels, and/or other packaging with any applicable patent numbers.

6.14 Pending United States Applications. Except as otherwise listed on ***Exhibit H***, there are no pending US patent applications of any kind which would qualify as a Patent hereunder. ***Exhibit H*** includes a list of all pending US patent applications and the respective confirmation numbers issued by the USPTO therefor.

7 Representations And Warranties and Covenants Of Purchaser

Purchaser hereby represents and warrants to Seller as follows that, as of the Effective Date:

7.1 Purchaser is a Delaware corporation.

7.2 Purchaser has the full power and authority, and has obtained all third party consents, approvals or other authorizations required, to enter into this Agreement and to carry out its obligations hereunder.

7.3 Purchaser's execution, delivery, and performance of its obligations under this Agreement will not conflict with or violate any laws to which Purchaser is subject, or any agreement or other obligation directly or indirectly applicable to Purchaser or binding upon Purchaser's assets.

8 License Back

8.1 License Back to Seller under Patents. Upon the Closing, Purchaser grants to Seller, its Affiliates and customers of Seller and Seller's Affiliates (but with respect to such customers, only in their capacity as such), a royalty-free, fully paid up, non-exclusive, non-sublicensable, irrevocable, non-transferable (other than to the extent set forth herein) right and license under the Patents, and for the lives thereof ("***Seller License***") to practice the methods under and to make, have made, use, distribute, lease, sell, offer for sale, import, export, develop and otherwise dispose of and exploit any products and services designed, made, sold, offered for sale, imported or distributed by or on behalf of Seller and/or its Affiliates covered by the Patents (the "***Covered Products***"). The Seller License shall apply to the reproduction and subsequent distribution of Covered Products under Seller's or any of its Affiliates' trademarks and brands, in substantially identical form as they are distributed by Seller and any of its Affiliates, by authorized agents of Seller and its Affiliates such as a distributor, replicator, value added reseller or OEM. The Seller License, as to any Affiliate of Seller, will terminate as to such Affiliate if and when such Affiliate ceases to meet the requirements of being an Affiliate of Seller, except as provided in Section 8.2. The Seller License does not allow the Seller (which will include each of its Affiliates) to become a foundry for any third person or otherwise act with the intent to provide any person the benefit of its rights under the Seller License. The Seller License will terminate for an entity that has or receives the Seller License (e.g., Seller, a Seller Affiliate, a customer, a Permitted Transferee, etc.) if and at such time as such entity asserts any claim related to the Assigned Patent Rights (except in response to an assertion of the Patent), including, but not limited to a declaratory judgment, against Purchaser or its Affiliates, or if and at such time as such entity violates a material term of the Seller License. Termination of the Seller License for said entity shall not cause termination of the Seller License for any other entities (Seller, Seller Affiliates, customer, Permitted Transferee).

8.2 Limitation on Transferability of Seller License. Notwithstanding anything to the contrary herein, the Seller License may be transferred by Seller and by each Seller Affiliate to a transferee that is either (a) the purchaser of all or substantially all of the operating assets (other than cash) of Seller or such Seller Affiliate, or (b) the successor of Seller or such Seller Affiliate in connection with a merger involving the sale of all, or substantially all, of the outstanding capital stock of Seller or the relevant Affiliate (the transferee in (a) and (b) a "***Permitted Transferee***" and the transaction described in (a) or (b), an "***M&A Event***"); provided that: (i) the Permitted Transferee is not a party to a patent assertion claim or infringement action or suit involving one or more of the Patents prior to the M&A Event, (ii) the Seller License transferred in the M&A Event will apply strictly to the Covered Products that had been commercially released by Seller or the applicable Seller Affiliate prior to the effective date of the M&A Event, and (iii) the Covered Products will not include, and in no event will the Seller License extend to, any other products, processes or services of (x) the Permitted Transferee, (y) any affiliate (other than Seller) of such Permitted Transferee, or (z) any other Person.

8.3 Any transfer of the Assigned Patent Rights by Purchaser, including any transfer between Purchaser's Affiliates, if any, shall be subject to the Seller License and any such transferee shall be notified in writing about the Seller License. Subject to compliance by Seller and its Affiliates with the terms and conditions of this Agreement and the Seller License, for as long as this Agreement or the Seller License is in effect, Purchaser shall not assert any Assigned Patent Rights against Seller or Seller Affiliates and customers of Seller and Seller Affiliates with respect to Covered Products (but with respect to such customers, only in their capacity as such) and any and all sales and transfers of the Patents shall be subject to the foregoing undertaking towards Seller and its Affiliates. Purchaser shall obligate any and all subsequent owners, any entity controlling any of the Patents and exclusive licensees of the Patents to be bound by the Seller License and the provisions of this Section 8.3.

9 Miscellaneous

9.1 Compliance With Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties will be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.

9.2 Assignment. This Agreement may not be assigned by Seller without the prior written consent of Purchaser. Subject to the terms of this Agreement, Purchaser may assign its rights and obligations hereunder upon the provision of written notice to Seller. Under no circumstances will any assignment be permitted to an entity acquiring Seller through insolvency, bankruptcy, assignment for the benefit of one or more creditors (through foreclosure or any other means) or any similar proceeding, any or all of which shall require the consent of Purchaser.

9.3 Confidentiality of Terms. The Parties hereto will keep the terms and existence of this Agreement and the identities of the Parties and their Affiliates hereto 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 Party; (b) with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, sale or license of patents, financing or similar transaction; (c) as otherwise may be required by law or legal process, including in confidence to legal, financial and monetization advisors in their capacity of advising a Party in such matters; (d) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (e) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; (f) by Purchaser, in order to perfect Purchaser's interest in the Assigned Patent Rights with any governmental patent office (including, without limitation, recording the Executed Assignment in any governmental patent office); (g) to enforce Purchaser's right, title and interest in and to the Assigned Patent Rights; or (h) 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; provided that, in (c) through (g) above, (i) the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing Party will provide the other Party with at least ten (10) days' prior written notice of such disclosure. Notwithstanding the foregoing, Seller may communicate to the customers, vendors, developers, distributors, suppliers, agents, resellers, replicators, and OEM of Seller and its Affiliates, that Seller and its Affiliates are licensed under the Seller License; provided that such communication (y) is limited to the existence of the Seller License and does not include the terms thereof and (z) is subject to obligations of confidentiality at least as stringent as those contained herein. Notwithstanding anything herein, Seller and its Affiliates may disclose the existence (but not the terms) of the Seller License without confidentiality obligations (1) to any third party who alleges that the Covered Products of the Seller or its Affiliate infringe any of the Patents; (2) offers Seller or its Affiliate a license to any of the Patents for Covered Products; or (3) to a third party who acquires any of the Patents. Notwithstanding the forgoing, the Seller may disclose the terms of the Seller License in Section 8.1 to the Seller's Affiliates under confidentiality provisions similar to those herein.

9.4 Governing Law; Forum. This 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 courts and tribunals situated in Dallas, State of Texas, USA shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to this Agreement.

9.5 Notices. All notices given hereunder will be given in writing, will refer to this 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 Seller

If to Purchaser
Vantage Point Technology, Inc.
Address: 2331 Mill Road, Suite 100, Alexandria, VA 22314
Fax: 703 997 7320
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. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change in accordance with this Section.

9.6 Relationship of Parties. The Parties are independent contractors and not partners, joint venturers, or agents of the other. Neither Party assumes any liability of or has any authority to bind, or control the activities of, the other.

9.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this 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.

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

9.9 Miscellaneous. This 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. Neither of the Parties will be bound by any conditions, definitions, warranties, obligations (including obligations to prosecute any of the Patents), understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either Party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in writing and signed by authorized representatives of both Parties. The following exhibits are attached hereto and incorporated herein: Exhibit A (entitled "***The Patents***"); Exhibit B (entitled "***Patent Assignment Agreement***"); Exhibit C (entitled "***Document Request Form***"); Exhibit D (entitled "***Seller Account Information***"); Exhibit E (entitled "***Inventor Consulting Agreements***");; Exhibit F (entitled "***Oath and Declaration***"); Exhibit G (entitled "**Existing Encumbrances**"); Exhibit H (entitled "***Terminal Disclaimers***" and "***Pending US Applications***"); and Exhibit I (entitled "***Seller Affiliates***");

9.10 Counterparts; Electronic Signature. This 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 Agreement bearing its original signature. Prior to such execution and delivery, in order to expedite the process of entering into this 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.

9.11 Limitation of Liability. Each of Purchaser's and Seller's total liability under this Agreement shall not exceed the total amount paid by Purchaser to Seller under this Agreement. Neither Purchaser nor Seller shall be liable for any consequence or damage arising out of or resulting from the manufacture, use or sale of products under the Patents. In no event will either Party be liable for any indirect, punitive, special, incidental, or consequential damages in connection with or arising out of this Agreement, or for loss of profits or any other economic loss, however it arises and under any theory of liability, whether in an action for contract, warranty, strict liability, tort (including negligence) or otherwise, regardless of whether the Parties have been advised about the possibility of such damage or loss and notwithstanding the failure of essential purpose of any remedy. In witness whereof, the Parties have caused this Patent Purchase Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

INTERGRAPH CORPORATION on behalf of itself and its Affiliates	VANTAGE POINT TECHNOLOGY, INC.
By: /s/ Anthony P. Zana	By: /s/ Douglas Croxall
Name: Anthony P. Zana Title: Vice President, General Counsel	Name: Douglas Croxall Title: CEO

Exhibit A

THE PATENTS

U.S. Patent No. 6,615,233 - Document Transmission
U.S. Patent No. 7,584,330 - Multi-Processor Data Coherency
U.S. Patent No. 6,374,329 - High Availability Super Server
U.S. Patent No. 5,835,095 - Visible Line Processor
U.S. Patent No. 6,185,668 - Speculative Instruction Execution
U.S. Patent No. 6,029,257 - Computer Testing
U.S. Patent No. 6,219,226 - Retractable Access Door
U.S. Patent No. 5,892,654 - Air Flow Apparatus
U.S. Patent No. 6,032,240 - Bypassing Nonpaged Pool Controller
U.S. Patent No. 5,598,115 - Comparator Cell
U.S. Patent No. 5,463,750 - Translating Virtual Addresses

Exhibit B

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this ____ day of_______, 20__ (the "Effective Date"), by Intergraph Corporation, a Delaware corporation , having an address at 19 Interpro Road, Madison, AL 35758 ("Assignor") and Vantage Point Technology, Inc., a Delaware corporation having and address at 2331 Mill Road, Suite 100, Alexandria, VA 22314 ("Assignee").

RECITALS

A. Assignor is the owner of (select as appropriate):

☐the United States Patents set forth on Exhibit A hereto (the "US Patents");

☐the non-United States patents and applications set forth on Exhibit B hereto (the "Foreign Patents and Applications");

☐the United States patent applications set forth on Exhibit C hereto (the "US Patent Applications");

☐the United States provisional patent applications set forth on Exhibit D hereto (the "US Provisional Patent Applications"); and/or

which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of a purchase agreement (the "Purchase Agreement") dated September 23, 2013, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail,

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and in the case of patent applications in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date first above written at ____.

Assignor: Intergraph Corporation

By:

Name:

Title:

Assignee: Vantage Point Technology, Inc.

By:

Name:

Title:

EXHIBIT A

TO ASSIGNMENT AGREEMENT

Patent	Title
6,615,233	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
7,584,330	Multi-Processor Data Coherency
6,374,329	High-Availability Super Server
5,835,095	Visible Line Processor
6,185,668	Method And Apparatus For Speculative Execution Of Instructions
6,029,257	Apparatus And Method For Testing Computer Systems
6,219,226	Computer Chassis With Retractable Access Door
5,892,654	Apparatus For Improved Air Flow Through A Computer Chassis
6,032,240	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory
5,598,115	Comparator Cell For Use In A Content Addressable Memory
5,463,750	Method And Apparatus For Translating Virtual Addresses In A Data Processing System Having Multiple Instruction Pipelines And Separate TLB's

EXHIBIT B

TO ASSIGNMENT AGREEMENT

Patent No.	Appl. No.	Publ. No.	Country	Title
9933435.7	DE1999633435	DE69933435 (T2)	DE	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
1057121	EP19990908126	EP1057121 (A1)	EP	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
1057121	EP19990908126	EP1057121 (A1)	FR	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
1057121	PCT/US99/02989	WO9941683	WO	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
1057121	EP19990908126	EP1057121 (A1)	BE	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
1057121	EP19990908126	EP1057121 (A1)	NL	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
1057121	EP19990908126	EP1057121 (A1)	IT	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
1057121	EP19990908126	EP1057121 (A1)	LU	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
1057121	EP19990908126	EP1057121 (A1)	GB	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
	PCT/US97/02571	WO9730399 (A1)	WO	High-Availability Super Server
EP0882266	EP19970908675	EP0882266 (A1)	EP	High-Availability Super Server
69615083.2	DE1996615083T	DE69615083 (T2)	DE	Visible Line Processor
742537	EP19960107058	EP0742537 (A2)	EP	Visible Line Processor
742537	EP19960107058	EP0742537 (A2)	FR	Visible Line Processor
742537	EP19960107058	EP0742537 (A2)	GB	Visible Line Processor

742537	EP19960107058	EP0742537 (A2)	NL	Visible Line Processor
742537	EP19960107058	EP0742537 (A2)	IT	Visible Line Processor
	PCT/US99/04523	WO9946666 (A1)	WO	Computer Chassis With Retractable Access Door
	EP19990908616	EP1062561 (A1)	EP	Computer Chassis With Retractable Access Door
	EP19990911221	EP1062562 (A1)	EP	Computer Expansion System
	PCT/US99/05086	WO9946667 (A1)	WO	Computer Expansion System
	PCT/US97/09138	WO9746066 (A1)	WO	Apparatus For Improved Air Flow Through A Computer Chassis
EP0903065	EP19970926796	EP0903065 (A1)	EP	Apparatus For Improved Air Flow Through A Computer Chassis
DE1997618639T	DE1997618639T	DE69718639 (T2)	DE	Apparatus For Improved Air Flow Through A Computer Chassis
EP0903065	EP19970926796	EP0903065 (A1)	FR	Apparatus For Improved Air Flow Through A Computer Chassis
EP0903065	EP19970926796	EP0903065 (A1)	GB	Apparatus For Improved Air Flow Through A Computer Chassis
EP0903065	EP19970926796	EP0903065 (A1)	BE	Apparatus For Improved Air Flow Through A Computer Chassis
EP0903065	EP19970926796	EP0903065 (A1)	NL	Apparatus For Improved Air Flow Through A Computer Chassis
EP0903065	EP19970926796	EP0903065 (A1)	IT	Apparatus For Improved Air Flow Through A Computer Chassis
EP0903065	EP19970926796	EP0903065 (A1)	LU	Apparatus For Improved Air Flow Through A Computer Chassis
	PCT/US98/23375	WO9924905 (A1)	WO	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory
EP1031083	EP19980957531	EP1031083 (A1)	EP	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory
DE1998616472T		DE69816472 (T2)	DE	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory
EP1031083	EP19980957531	EP1031083 (A1)	FR	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory
EP1031083	EP19980957531	EP1031083 (A1)	GB	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory

EP1031083	EP19980957531	EP1031083 (A1)	BE	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory
EP1031083	EP19980957531	EP1031083 (A1)	NL	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory
EP1031083	EP19980957531	EP1031083 (A1)	IT	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory
EP1031083	EP19980957531	EP1031083 (A1)	LU	Bypassing A Nonpaged Pool Controller When Accessing A Remainder Portion Of A Random Access Memory

EXHIBIT C

TO ASSIGNMENT AGREEMENT

Title	**Application Number**	**Filing Date**
NONE		

EXHIBIT D

TO ASSIGNMENT AGREEMENT

Appl. No.	Country	Title
60/074,920	US	Apparatus And Method For Transmitting Documents Between A Server Computer And A Client Computer
60/011,979	US	High-Availability Super Server
60/011,932	US	METHOD AND APPARATUS FOR SIGNAL HANDLING ON GTL-TYPE BUSES
60/077,239	US	Computer chassis with retractable access door

EXHIBIT E

TO ASSIGNMENT AGREEMENT

Title	Application Number	Filing Date

Not used

Exhibit C

DOCUMENT REQUEST FORM

______ _____, 2013

____
____

Attn: _____________

<u>Re: Documents related to the Patents as Listed on Exhibit A to the Proposed Purchase Agreement between Vantage Point Technology, Inc. and Intergraph Corporation</u>

Dear Mr. _______:

Reference is made to the proposed purchase agreement ("Agreement") between Vantage Point Technology, Inc. ("Purchaser") and Intergraph Corporation ("Seller"). Defined terms used in this letter are as defined in the Agreement. Purchaser has requested, pursuant to Section 3.1 of the Agreement that Seller deliver the Documents and/or confirm to Purchaser that there are no other Documents in the custody or control of Seller, its agents, counsel or related parties.

"Documents" is defined in Section 3.1 of the Agreement as "the originals of the patent prosecution files and all other documents, communications and files (electronic or otherwise) relating to the Assigned Patent Rights in possession or control of Seller and its agents, counsel and related parties that pertain to the ownership, prosecution, maintenance and enforcement of the Patents." For purposes of clarification only, and without derogating from the definition set forth in Section 3.1, below is a non-exclusive list of documents that fall within this description. Pursuant to Section 3.1, 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 Patents listed in Exhibit A of the Agreement ("Patents"), including:
        i. If not available from the appropriate Patent Office, File histories of any Patent including current owner of record, jurisdiction where the application/registration is located; and any application number
        ii. If not available from the appropriate Patent Office, 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 Exhibit A of the Agreement and regardless of whether the related patents are abandoned or alive
        iii. All communications 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)
    b. Any prior art references that have been retained in the files or are otherwise known, including whether there are facts, information, or circumstances that would constitute prior art, that would render any of the Patents invalid or unenforceable, or would have a material adverse effect on any pending application for any Patent.
    c. Pre-filing documents 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).
        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
    e. 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.)
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 A 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 A 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 including:
    a. Patent Assignments signed by each inventor
    b. Invention Assignments signed by each inventor
9. A list of any actions that must be taken by the Company within ninety (90) days of the anticipated closing date with respect to the Patents, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates.
10. 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
11. 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. The requests pursuant to this letter shall expire at the time of Closing (as that term is defined in the Purchase Agreement).

Regards,

Attachment 1

AFFIDAVIT

Seller has conducted a reasonably thorough and diligent search for all Documents in its custody or control and the custody and control of its agents, counsel and related parties, and hereby delivers those documents to Purchaser. Seller asserts that to its knowledge there are no Documents that remain in its custody or control, or in the custody or control of its agents, counsel and/or related parties.

____
[Seller]

A _____________ company
By: _____________________
Name: __________
Title: ______

Date: ___________________

Address:
____
____
____

Attachment 2

AFFIDAVIT

Seller has conducted a reasonably thorough and diligent search for all Documents in its custody or control as well as the custody or control of its agents, counsel or related parties, and confirms that to its knowledge no such Documents exist.

____
[Seller]

A _____________ company
By: _____________________
Name: __________
Title: ______

Date: ___________________

Address:
____
____
____

Exhibit D

SELLER ACCOUNT INFORMATION

Purchaser will pay to Seller the amount of Six Hundred Thousand U.S. Dollars (US $600,000) as an administrative convenience by wire transfer into the following accounts:

Such payment is received in these accounts on behalf of Seller. Payment to such account shall fully satisfy all payment obligations under this Agreement to Seller. Seller shall be fully responsible for, and Purchaser shall not be liable to Capital Legal Group, PLLC or Seller for any dispute regarding allocation of payment made under this Agreement.

Exhibit E

INVENTOR AGREEMENT

Name: _______________
Address: _____________

_____________, 2013

Lillian Safran Shaked, Adv.
Shaked & Co. Law Offices
Electra Building
98 Yigal Alon St., 15th Fl.
Tel Aviv 67891, Israel
Tel: +972-3-372-1114
Fax: +972-3-372-1115
Email: lillian@shaked-law.com

Re: Consulting Services for Patents

Dear Sir/Madam:

I am pleased to confirm my engagement by Shaked & Co. Law Offices (the "Firm") in its capacity for one or more of its clients (the "Company") to provide certain consulting services ("the Matter") related to the patents listed on Annex A attached hereto ("the Patent(s)"). I understand the identity of the Company, and its interest in the Patent(s), are both highly confidential.

My Services

I understand that you may intend my work, opinions, conclusions and communications to be covered by the attorney-client and work product privileges to the extent provided by law, and I will comply with any requests you make of me that are designed to preserve these privileges. Even in the absence of a specific request, I will take reasonable measures to maintain information relating to the Matter (including this letter) in confidence. Further, if I am contacted by anyone other than the Firm seeking release of such information, I will immediately notify you and cooperate with your instructions. In addition, I understand that you will provide me with instructions regarding any document retention or document production procedures you expect me to follow. I also understand that this agreement will transfer to subsequent counsel in the event that the Firm's relationship with the Company terminates. I will execute any necessary agreement required to affect such transfer.

I will perform those services or tasks you request which are within my scope or practice relating to the Patent(s), in accordance with this letter agreement.

At your reasonable request, I agree to execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable, including without limitation executing an oath or declaration as may be required by law, in connection with any pending or future filed divisions, continuations, reissues, reexaminations, or other applications or counterparts in connection with the Patents ("Future Cooperation").

Fees and Expenses

My billing rate is $100.00 per hour. Prior to commencing any work hereunder, I will prepare a budget for such work, which will be subject to your prior approval. Subject to our agreement on the budget, I will bill on an hourly basis based on the actual hours worked. I will bill you on a monthly basis. My invoices will contain detailed descriptions of the work completed. In addition and subject to your prior approval, out of pocket expenses (including transportation, lodging, meals, communications, supplies, copying, etc.) will be billed at the actual amounts incurred by me and as against presentation of valid receipts therefor.

General Business Terms

All right, title and interest in any deliverables I provide to you, including any work papers, reports or other documents I prepared in the course of this engagement, will become your sole and exclusive property. I will retain sole and exclusive ownership of all right, title and interest in my work papers, proprietary information, processes, methodologies, know how and software, provided the same existed prior to the commencement of my engagement hereunder and, to the extent the same is of general application, anything which I may discover, create or develop during my provision of services but unrelated to this engagement. To the extent my reports or other documents delivered to you contain my property, I grant you a non-exclusive, royalty-free license to use it in connection with the subject of the engagement. I will fully cooperate with you in order to sign, execute, make and do all such deeds, documents, acts and things as may be required to vest any such ownership rights in your name.

With respect to any information supplied in connection with this engagement and designated by either of us as confidential, or which the other should reasonably believe is confidential based on the subject matter or the circumstances of its disclosure, the other party agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose.

Within 30 days after the conclusion of this engagement, you may request that I (a) return to you all documents or copies of documents that you provided to me as well as work papers, reports or other documents I prepared in the course of this engagement or (b) destroy such materials, as certified to you. If you do not timely request one of these options for disposition of materials, I may elect either option. I will have the right to retain a copy of my reports or work papers for internal use, subject to the confidentiality and non-use provisions set forth above.

This engagement letter constitutes the entire understanding and agreement between us with respect to the services described above, supersedes all prior oral and written communications between us, and may be amended, modified or changed only in writing when signed by both parties.

* * * * * *

Please indicate your agreement to these terms by signing and returning to me the enclosed copy of this letter. I appreciate the opportunity to be of service to you and look forward to working with you on this project.

Sincerely,

____

[Name]
[Address]

Acknowledged & Accepted:

____

By: Lillian Safran Shaked, Adv. for Shaked & Co. Law Offices

Date: ____________________________________

ANNEX A
THE PATENT(S)

Exhibit F

INVENTOR OATH AND AFFIDAVIT

Declaration for Utility and Design Patent Applications

As a below named inventor, I hereby declare that:

Each inventor’s residence, mailing address, and citizenship are as stated below next to his or her name.

I believe the inventors named below to be the original and first inventor(s) or original, first, and joint inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled

Insert Title:____

the application of which is attached hereto unless the following is checked

was filed on ________ as United States Application Number ________ and was filed on ________ as PCT International Application Number ________ and was amended on ________ (if applicable).

The above-identified application was made or authorized to be made by me.

I hereby state that I have reviewed and understand the contents of the above-identified application, including the claim(s), as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under section 1001 of title 18 by fine or imprisonment of not more than 5 years, or both.

Hereby executed by the undersigned on the date opposite the undersigned name:

Full Name of Sole/First Inventor

Inventor's Signature Date

Residence Citizenship

(City, State, Country) (Country)

Mailing Address

Full Name of Second/Joint Inventor

Inventor's Signature Date

Residence Citizenship

(City, State, Country) (Country)

Mailing Address

Full Name of Third/Joint Inventor

Inventor's Signature Date

Residence Citizenship

(City, State, Country) (Country)

Mailing Address

Full Name of Fourth/Joint Inventor

Inventor's Signature Date

Residence Citizenship

(City, State, Country) (Country)

Mailing Address

Full Name of Fifth/Joint Inventor

Inventor's Signature Date

Residence Citizenship

(City, State, Country) (Country)

Mailing Address

Full Name of Sixth/Joint Inventor

Inventor's Signature Date

Residence Citizenship

(City, State, Country) (Country)

Mailing Address

Full Name of Seventh/Joint Inventor

Inventor's Signature Date

Residence Citizenship

(City, State, Country) (Country)

Mailing Address

Exhibit H

TERMINAL DISCLAIMERS

<u>Terminal Disclaimers</u>

[***Please list***]

Pending US Patent Application	**USPTO Confirmation Number**

Exhibit I

SELLER AFFILIATES

Hexagon Metrology AB
Hexagon Global Services AB
Hexagon Metrology SAS (merged with Romer SAS 711001)
Hexagon Metrology Kft
Hexagon Metrology Trading Co. Ltd.
Listech Pty Ltd.
Hexagon Metrology Software Services, Inc.
3D Con GmbH
Peeler Pressroom & Abrasive Supply, Inc. (Advanced Metrology Solutions, Inc.)
Technodigit Sarl
Sematec Sarl
Hexagon Metrology Asia Pacific Pte Ltd
Hexagon Metrology Vision Co. Ltd.
Hexagon Metrology Korea LLC
Hexagon Metrology Nordic AB
Hexagon Metrology (India) Private Ltd.
Jingjiang Measuring Tools Co Ltd
Hexagon Metrology SA
Hexagon Metrology Sp.z o.o.
Hexagon Metrology GmbH
Hexagon Metrology Ltd
Hexagon Metrology Oy
Hexagon Holdings (Thailand) Ltd
Hexagon Metrology (Thailand) Ltd
Precision Machining S.r.l
Hexagon Metrology s.r.o.
Hexagon Metrology s.r.o, Slovak Branch
Hexagon Metrology Services Limited
Hexagon Metrology B.V.
Hexagon Metrology (Israel) Ltd. (formerly CogniTens Ltd.)
Hexagon Measurement Technologies Sdn. Bhd.
Hexagon Metrology Makine Ticaret ve Sanayi Lts Sti
Serein Metrology (Shenzhen) Co. Ltd.
Hexagon Metrology Services GmbH (formerly Hexagon Metrology Holdings GmbH)
Hexagon Metrology GmbH
Hexagon Metrology Vision GmbH
Hexagon Metrology PTS GmbH (formerly Messtechnik Wetzlar GmbH Metrology Syst.)
m&h inprocess messtechnik GmbH
m&h Italia S.r.l.
Allen Precision Equipment, Inc.
Scanlaser AB
Scanlaser Limited
Scanlaser Sp. z o.o.
Scanlaser Oy
Svensk Byggnadsgeodesi AB
ViewServe AB
Mikrofyn A/S
Scanlaser GmbH
Leica Geosystems FZE
Leica Geosystems AG

Representative Office of Leica Geosystems AG
Hexagon Geosystems Services AG
IMoSS AG (formerly Geomos AG)
PT Leica Geosystems
Leica Geosystems Korea LLC
Leica Geosystems S.A.
SmartNet Aus Pty Ltd.
NGCOM Solutions Limited
GeoMax AG
Geomax Iberia S.L.
Geomax S.r.l.
Geomax Positioning Systems Private Limited
Z/I Imaging GmbH (formerly Intergraph Z/I Deutschland GmbH)
Polymeca AG
Prexiso AG
Leica Geosystems S.L. (merged with Santiago & Cintra Ibérica S.A.)
Hexagon Metrology Sistemas de Medicao Ltda
Leica Geosystems Ltda
Leica Geosystems Sp. z o.o.
Leica Geosystems Hungary Kft (formerly GeoPro Kft)
Leica Geosystems Austria GmbH
Leica Geosystems Oy (formerly Nilomark Oy)
Leica Geosystems Technologies Pte Ltd.
Leica Geosystems Trade (Beijing) Co. Ltd
GeoMax Surveying Systems (Wuhan) Co. Ltd
Scanlaser SAS (formerly D&P Systems SAS)
(Topo Laser System SAS merged into Scanlaser SAS 2007-12-31)
(Topo Laser System Centre SAS merged into Scanlaser SAS 2007-12-31)
(Topo Laser System Sud-Ouest SAS merged into Scanlaser SAS 2007-12-31)
Geomax SAS
Agatec SAS
GeoMax International GmbH
AGL Corporation
PRIM'TOOLS Ltd
Bridgin Sarl
Elcome Technologies Private Limited
Leica Geosystems (Pty) Ltd.
MicroSurvey Software Inc.
Leica Geosystems Inc
Leica Geosystems Mining, Inc. (formerly Jigsaw Technologies)
Leica Geosystems SAC (formerly Jigsaw Technologies SAC)
Leica Geosystems KAZ Holding AG
Leica Geosystems Kazakhstan Holding AG
Leica Geosystems Kazakhstan LLP
Jigsaw Technologies Ltda
Erdas SA (Ionic Software SA+Ionic Service SA)
Intergraph SG&I India Pvt Ltd (formerly LGS Geospatial Imaging India Pvt Ltd)
Erdas Pty Ltd (formerly Leica Geosystems Geospatial Imaging Pty Ltd)
Leica Geosystems Holdings BV

Leica Geosystems do Brasil Comercio, Importacao e Participacoes Ltda (formerly Leica Geosystems do Brasil Participacoes Societárias Ltda)
Geomax do Brasil Importacao, Comercio e Locacao de Equipamentos de Engenharia Ltda (formerly Equipotopo)
Leica Geosystems A/S
Leica Geosystems AB
Leica Geosystems AS
Leica Geosystems SpA
Leica Geosystems Sarl
Topocenter SAS
Leica Geosystems GmbH Vertrieb
Leica Geosystems Ukraine LLC
Sistem - Solutions
Leica Geosystems Limited
    Cable Detection Limited
Leica Geosystems B.V.
Leica Geosystems N.V.
Leica Geosystems SA de CV
Leica Geosystems Ltd
Leica Geosystems Ltd
Leica Geosystems (Shanghai) Co. Ltd
Hexagon Geosystems (Wuhan) Co. Ltd
Hexagon Geosystems (Qingdao) Co. Ltd
Leica Geosystems KK
Leica Geosystems Pty Ltd
Intergraph Security, Government & Infrastructure Pte Ltd (formerly Leica Geosystems (Singapore))
Hexagon Holdings Inc (merged, surviver)
(Leica Geosystems Holdings Inc)
Xygent, Inc
Hexagon Metrology Asia Ltd
Hexagon Metrology, Inc.
Hexagon Technology Center GmbH
NovAtel, Inc.
Brilliant Telecommunications, Inc.
NovAtel Europe Ltd
NovAtel Australia Pty
NovAtel America, Inc.
Antcom Corporation
GOPS Servicios de Consultatoria S.A. (inactive)
Mezure, Inc. (in liquidation)
Intergraph Holding Company
Intergraph Software Technology (Qingdao) Co. Ltd
Intergraph Corporation
Intergraph Benelux B.V.
Intergraph Belgium N.V.
Intergraph Holding Deutschland GmbH
Intergraph SG&I Deutschland GmbH
Intergraph PP&M Deutschland GmbH
Intergraph SG&I Russia GmbH
Intergraph PP&M Russia GmbH
    Intergraph PP&M Russia LLC

Intergraph Portugal Sistemas de Computacao Grafica, Ltda
Intergraph Sverige AB
Intergraph Ges. m.b.H.
Intergraph Denmark A/S
Intergraph Polska Sp. z o.o.
Intergraph CS s.r.o.
L&L Limited
Alias Limited
Intergraph European Manufacturing LLC
Intergraph DC Corporation - Subsidiary 3
Daxix Italia S.r.l.
Intergraph UK Limited
Intergraph Corporation NZ Ltd.
International Public Safety Pty Ltd.
Intergraph Public Safety NZ Ltd.
Intergraph PP&M Australia Pty Ltd. (formerly A.C.N. 076 635 259 Pty Ltd)
Intergraph Corporation Pty Ltd.
M&S Computing Investments, Inc.
Intergraph DISC, Inc.
Intergraph Virgin Islands, Inc.
Worldwide Services, Inc.
Intergraph Italia LLC
Intergraph France SAS
Intergraph Norge AS
Intergraph Switzerland AG
Intergraph Finland Oy
Intergraph Espana S.A.
Intergraph Israel Software Development Center Ltd
Intergraph Corporation Taiwan
Intergraph Hong Kong Limited
Intergraph Greater China Ltd.
Intergraph de Mexico S.A.
Intergraph Consulting Private Limited
    Intergraph Consulting, Inc.
    Intergraph Asia Pacific, Inc.
Mappoint Asia
Intergraph China, Inc.
Intergraph Systems (Shenzen) Co. Ltd.
Intergraph Canada Ltd.
Intergraph Japan K.K.
Intergraph Systems Southern Africa
Intergraph Australia Holdings Pty Ltd
Intergraph Korea Ltd.
Intergraph Improved Properties Management, Inc.
Intergraph Improved Properties LLC
Intergraph Unimproved Properties LLC
Intergraph Cadworx & Analysis Solutions Holdings, Inc.
Intergraph Cadworx & analysis Solutions Intermediary Holdings, Inc.
Atheeb Intergraph Saudi Corporation

Transparent Language, Inc.
Intergraph Servicios de Venezuela C.A.
Intergraph Canada Limited
Atheeb Intergraph Saudi Company
Intergraph Hellas S.A.
Intergraph (Middle East) LLC
Intergraph Government Solutions Corporation
Intergraph Services Company
Erdas Inc. (formerly Leica Geosystems Geospatial Imaging, LLC)
Intergraph PP&M US Holdings, Inc.
Intergraph Process Power & Offshore Pte Ltd
Intergraph Process Power & Offshore (M) Sdn. Bhd.
Intergraph Process and Building Solutions Philippines, Inc.
Intergraph Process Power & Marine Ireland Ltd.
Johnson Industries AB
Nordic Brass AB
SwePart AB
SwePart Transmission AB
EBP i Olofström AB
Hexagon Technology AB
Hexagon Intergraph AB (formerly Hexagon Fastighets AB)
Clever Together AB
Röomned AB
Hexagon Förvaltning AB
Tecla AB
Östgötaeken AB
myVR Software AS

Exhibit 10.62

May 13, 2013

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

Re: Advisory Services

Dear Mr. Doug Croxall:

This letter agreement ("**Agreement**") confirms the agreement of Marathon Patent Group, Inc., a corporation organized under the laws of the State of Nevada, with a principal place of business at 2331 Mill Road, Suite 100, Alexandria, VA 22314 and its affiliates, as such affiliates may exist from time to time (the "**Companies**"), to engage IP Navigation Group, LLC, a limited liability company organized under the laws of Texas ("**IP Nav**"), to provide specified services to the Companies on the following terms and conditions:

RESPONSIBILITIES

1. IPNav:

    a. IPNav will act as the worldwide intellectual property licensing agent of the Companies, and will provide the Companies with strategic advisory services relating to the acquisition, sale, licensing, commercialization, enforcement, prosecution, and settlement with respect to the intellectual property of the Companies, including without limitation, the licensing campaigns **Exhibit A**, as the same may be amended from time to time upon mutual agreement of the parties hereto (the "**Services**" and the "**IP Rights**" respectively).

    b. IPNav will introduce the Companies to individuals and entities that may, among other things, act as counsel, consultants, vendors and experts relating to the Services.

    c. The Services will be provided by IPNav from such locations, and at such times, as IPNav shall reasonably determine. IPNav agrees to provide the Services to the best of its reasonable abilities, but guarantees no particular outcome.

    d. IPNav will provide additional services as may be reasonably requested by the Companies and approved by IPNav.

    e. IPNav will act as an independent contractor, and is not a fiduciary for the Company.

2. The Company:

    a. IPNav will advise and make recommendations within the framework of the Services, but decision-making rests solely with the Companies. The Companies confirm that IPNav is not affiliated with the Companies and does not directly or indirectly control any one of the Companies.

    b. IPNav is not a law or accounting firm, or a tax advisor, and the Companies will not rely on IPNav to provide any such advice or services. The Companies will seek separate legal, accounting, tax and other similar advice and services at its discretion.

    c. The Companies identify Mr. Doug Croxall (the "**Companies' Designee**") as the point of contact for IPNav. IPNav will exclusively report to and coordinate with the Companies' Designee and may rely on him/her as the official spokesperson and authorized officer of the Companies, with full authority to bind the Companies.

    d. The Companies will cooperate with IPNav so that the Services may be performed in an efficient and prompt manner.

e. The Companies will promptly inform IPNav of any materially relevant information relating to the IP Rights.

f. Each of the Companies will retain full, clear, and exclusive title to its IP Rights, free and clear of any liens, pledges, encumbrances or any other third party rights, except as set forth on a relevant sub-exhibit of **Exhibit B**, and as discussed and recommended by IPNav in writing in connection with the monetization activities conducted in connection with the Services.

g. In the event of a transfer, sale, exchange, acquisition, or other event impacting title to any of the IP Rights (including a change of control or sale of any one of the Companies) (a "**Transfer**"), which Transfer was not recommended by IPNav in writing, the applicable Company will ensure that the obligations hereunder will be assumed (in a contract acceptable in form to IPNav) by the third party involved in such Transfer (the "**Transferee**"), such that the compensation, payment, and other obligations of such Company hereunder after the Transfer shall be the same upon the Transferee. Prior to any such Transfer, the Company shall offer an entity designated by IPNav an opportunity to complete the Transfer on substantially similar terms, and shall hold such offer open for a period of twenty (20) business days.

h. The Companies have secured (and will secure) the agreement of any holders of indebtedness of the Companies that they will not foreclose or exercise rights that would adversely impact the Companies, IPNav or the IP Rights.

3. Both IPNav and the Companies:

a. IPNav and the Companies will act in a reasonable manner so as to preserve the other's goodwill and reputation.

b. None of IPNav nor any of the Companies will undertake actions intended to circumvent this Agreement.

c. IPNav and the Companies will take reasonable actions to preserve the confidential nature of any information exchanged during the course of this Agreement. To the extent the parties have not already done so, together with the execution of this Agreement, the parties shall execute a Mutual Nondisclosure Agreement in the form attached hereto as **Exhibit C**.

d. IPNav and the Companies will maintain records (including financial records) sufficient to determine their respective rights and obligations under this Agreement, and will make such records available promptly upon written request.

COSTS AND EXPENSES

4. IPNav and each the Companies will each pay their own travel, lodging, copying, fax, telephone and other ordinary business expenses incurred by it in connection with this Agreement. The Companies will be responsible for and will pay any costs and expenses payable to third parties in connection with this Agreement (e.g., all litigation, patent prosecution and any other third party costs).

DISTRIBUTION OF CONSIDERATIONG FROM THE IP RIGHTS; THE IPNAV FEE

5. IPNav Fee: As consideration for IPNav to enter into this Agreement and to provide the Services, each Company shall pay IPNav an amount equal to that certain percentage of the Gross Consideration (as defined below) from any Monetization Event (as defined below) as set forth on **Exhibit A** (the "**IPNav Fee**").

   For the purposes hereof:

   "**Gross Consideration**" shall mean the gross amount (prior to any deductions or reductions) of any licensing fee, litigation settlement fee, payment of damages or other remedies, sale or transaction payment, and any other consideration, assets and/or proceeds collected by or made available to a Company in respect of IP Rights.

   "**Monetization Event**" shall mean any event in which Gross Consideration is realized, including without limitation, by way of a licensing, monetization, enforcement or settlement transaction; the acquisition or disposition of an IP Rights; or an equity sale or merger of a Company which is concluded pursuant to or in connection with the Services.

6. Certain Actions: If a Company takes or fails to take any action the result of which could adversely impact IPNav's current or future ability to collect payment that is due or may become due under the terms of this Agreement, the parties will enter into an amendment to the Agreement (in a form reasonably acceptable to IPNav) to eliminate the adverse impact of such action or failure to take action.

7. Timing: Each Company shall wire the IPNav Fee within five (5) business days of the Gross Consideration being received by the Company. If the Company receives non-cash consideration (e.g., stock), the Company and IPNav will cooperate to divide the non cash consideration in a manner consistent with the terms of this Agreement. Any amounts that are not paid in a timely manner will bear interest at the lower of (i) 22% per annum and (ii) the maximum rate permitted by law. IPNav's wire information is:

TERMINATION

8. Generally; Survival: This Agreement will terminate six (6) year after the last-to-expire of the patents included within the definition of IP Rights unless earlier terminated by mutual written consent of the parties or as set forth in Sections 9 and 10. Sections 9-13 and 15-16 of this Agreement shall survive any termination of this Agreement and survive until the expiration of the applicable statute of limitations.

9. Termination by the Company:

a. In the event of a material breach by a Company that is not cured, if capable of being cured, within ten (10) days of notice to such Company of the breach, IPNav may terminate this Agreement with respect to such Company or to all of the Companies, at its discretion. In the event of such a termination the respective Company or all of the Companies, if the termination applies to all of the Companies, will remain, responsible for and shall pay the IPNav Fee with respect to Gross Consideration received or otherwise payable in connection with a Monetization Event concluded prior to termination, under and in accordance with this Agreement. If the Agreement is only terminate with respect to the Company that breached, then this Agreement shall continue to apply to the remaining Companies.

b. IPNav may terminate this Agreement with respect to the Companies, at its discretion upon five (5) days written notice to the Company Designee. In the event of such a termination, the Companies will remain responsible for and shall pay the IPNav Fee with respect to Gross Consideration received prior to termination, but the Companies shall otherwise have no further payment obligation to IPNav under this Agreement.

10. Termination by the Company:

The Companies may terminate this Agreement in the event of a material breach by IPNav that is not cured, if capable of being cured, within ten (10) days of notice to IPNav of the breach. In the event of such a termination, the Companies will remain responsible for and shall pay the IPNav Fee with respect to Gross Consideration received prior to breach, but the Companies shall otherwise have no further payment obligation to IPNav under this Agreement.

REPRESENTATIONS AND WARRANTIES

11. By the Companies: Each of the Companies represents and warrants that:

a. It exclusively owns, and has full, clear and exclusive title to the IP Rights, free and clear of any liens, pledges, encumbrances or any other third party rights, except as otherwise set forth on the respective sub-exhibit of **Exhibit B**.

b. All prior licenses, covenants, and other third party rights granted under the IP Rights are set forth on the respective sub-exhibit of **Exhibit B**.

c. It has disclosed to IPNav and listed on the respective sub-exhibit of **Exhibit B**, all prior attempts to enforce or monetize the IP Rights, whether through correspondence, litigation or otherwise.

d. The IP Rights have never been held invalid or unenforceable.

e. It has disclosed to IPNav all prior art it is aware of in connection with the IP Rights.

f. Other than as provided on the respective sub-exhibit of **Exhibit D**, there are no terminal disclaimers of any kind related to or arising from the IP Rights. The respective sub-exhibit of **Exhibit D** includes a list of all terminal disclaimers that exist with respect to the IP Rights and a detailed description of each such terminal disclaimer. Further, other than as provided on the respective sub-exhibit of **Exhibit D**, there are no US patent applications of any kind constituting an IP Right. The respective sub-exhibit of **Exhibit D** includes a list of all pending US patent applications and the respective confirmation numbers issued by the USPTO therefor.

MISCELLANEOUS

12. Common Interest: From time to time, the parties may share information with each other that is covered by the attorney-client privilege, work product immunity, or other privileges and immunities. This Agreement memorializes the parties' understanding that any such communications are covered by a community of interest that exists between them with respect to the Services. The parties intend that all applicable privileges and immunities have been, are, and will be preserved. Simultaneous with the execution of this Agreement, the parties shall execute a Common Interest Agreement, in the form attached hereto as **Exhibit E**.

13. Conflicts of Interest: IPNav is now, and may be in the future, engaged by other entities that may hold intellectual property in a field of technology similar to the IP Rights. The Companies have assessed the risks of any potential conflicts and has determined that the benefit of engaging an advisor with relevant experience outweighs the risks of any potential conflicts. Notwithstanding the foregoing, pursuant to that certain Mutual Non Disclosure Agreement by and between the parties, IPNav shall protect the Confidential Information (as defined therein) of the Companies and shall take those steps necessary to ensure that no Confidential Information shall be used by IPNav in any manner or for any purpose other than in connection with the Services.

14. Choice of Law: This Agreement shall be governed by and construed under the laws of the State of Texas. Any disputes relating to or arising from this Agreement by or among the parties shall be resolved exclusively by arbitration to be conducted exclusively in Dallas, Texas, in accordance with the Commercial Rules of the American Arbitration Association. Any court of competent jurisdiction shall be authorized to enforce the provisions of the previous sentence and enforce the remedies imposed by such arbitration. The losing party in any action to adjudicate rights relating to this Agreement shall bear the costs of such action.

15. Indemnification: The Companies shall indemnify, hold harmless and reimburse IPNav, its affiliates, directors, officers, controlling persons, employees, attorneys and agents ("**Indemnified Persons**") to the fullest extent lawful against any and all claims, losses, damages, liabilities, expenses, costs, actions, joi nt or several, of any nature or type whatsoever ("**Indemnified Expenses**"), relating to or arising from this Agreement, the Services provided hereunder or any other matter whatsoever relating to or involving the IP Rights, except to the extent (and only to the extent) that a court of competent jurisdiction determines that such Indemnified Expenses arose exclusively from such Indemnified Person's reckless or willfulmisconduct.

16. Other:

    a. There are no third-party beneficiaries under this Agreement.

    b. This Agreement shall be binding on and inure to the benefit of the Companies and IPNav, and their respective successors, assigns, heirs and representatives. This Agreement may only be modified or amended by a written agreement signed by both parties.

    c. This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreements or understandings between the parties hereto. No oral explanation or oral information by any party hereto shall alter the meaning or interpretation of this Agreement.

    d. In the event that a party executes this Agreement by an electronic or scanned signature, such electronic or scanned signature shall create a valid and binding obligation of the party executing the same with the same force and effect as if such electronic or scanned signature were an original signed signature.

******

If the foregoing correctly sets forth our understanding, please sign below and return an executed copy of this Agreement to IPNav. We look forward to working with you.

Regards,

IP NAVIGATION GROUP, LLC

By: /s/ Erich Spangenberg
Duly Authorized

Accepted and Agreed to:

MARATHON PATENT GROUP, INC.
(on behalf of and including its affiliates)

By: /s/ Doug Croxall
Duly Authorized

EXHIBIT A

Licensing Campaigns

CAMPAIGN	IPNAV FEE
Web page content/device to device	20%
Auto	20%
Medical Device	10%
NLP-Query	10%
Search/Intrusion Detection	10%
Sensor	10%

EXHIBIT B

Prior Rights and Monetization Efforts

Incorporated by reference from applicable PPA

EXHIBIT C

This Mutual Non Disclosure Agreement (this "**Agreement**") is into entered as of May 13, 2013 by and between **IP Navigation Group, LLC**, and **Marathon Patent Group, Inc.**, with its offices at 2331 Mill Road, Suite l 00, Alexandria, VA 223 l4 and its affiliates in existence throughout the tenn of this Agreement. The parties wish to discuss a possible business relationship with each other (the "Transaction") and in connection with the same, each of the parties has been and/or will be provided with certain confidential information of the other party. With respect to certain information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), the parties wish to ensure due protection of such information.

Therefore, the parties hereby agree as follows:

1. For the purposes hereof, "**Confidential Information**" means all non-public information, including, but not limited to, trade secrets, disclosed by the Disclosing Party to the Receiving Party orally, electronically or visually, in machine or human readable fonnat and in tangible or intangible form, provided that such information: (i) is clearly designated, labeled or marked as "Confidential" prior to or at the time it is provided by Disclosing Party; or (ii) is, within thirty (30) days after initial disclosure, identified as Confidential Information by Disclosing Party by delivering to Receiving Party a written document or documents describing such information and referencing the place and date of such oral, visual, electronic or written disclosure and the names of the employees or officers of Receiving Party to whom such disclosure was made. "Confidential Information" includes third party information that has been disclosed to the Disclosing Party in confidence or is otherwise subject to confidentiality obligations.

2. Notwithstanding the aforesaid, information shall not be deemed as Confidential Information for purposes of this Agreement, if such information: (i) is in the public domain at the time of disclosure, or subsequently becomes part of the public domain, except by the breach of Receiving Party of its obligations herew1der; or (ii) is received by Receiving Party from a third party exempt from confidentiality undertakings; or (iii) was in the possession of Receiving Party at the time of disclosure; or (iv) is independently developed by or for Receiving Party without reference to, or use of, Disclosing Party's Confidential Information, as evidenced by written records.

3. Notwithstanding anything to the contrary herein, a Receiving Party may disclose Confidential Infom1ation:

3. 1 with the prior written consent of the Disclosing Party;

3.2 to the Receiving Party's accountants, legal counsel, tax advisors and other financial and legal advisors, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein;

3.3 to a client or counterparty in connection with a proposed merger, acquisition, sale or license of patents, financing or similar transaction, subject to obligations of confidentiality and/or privilege at least as stringent as those contained herein;

3.4 to any governmental body having jurisdiction and specifically requiring such disclosure;

3.5 in response to a valid subpoena or as otherwise may be required by applicable law;

3.6 as required during the course of litigation and subject to protective order; provided however, that any production under a protective order would be protected under an "Outside Attorneys Eyes Only" or higher confidentiality designation;

provided, however, that prior to any disclosure pursuant to paragraphs 3.4, 3.5, or 3.6 hereof, Receiving Party gives Disclosing Party prompt notice of its intent to disclose such Confidential Information so that Disclosing Party may seek a protective order or other appropriate remedy with respect to such disclosure.

4. The Confidential Information shall be used by Receiving Party for the sole purpose of evaluating its interest in the Transaction.

5. Receiving Party hereby acknowledges that the Confidential Information is highly confidential, and undertakes that, at all times, it: (i) shall treat and maintain the Confidential Information as confidential, and hold all such Confidential Information in confidence, utilizing the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care; (ii) shall not disclose the Confidential Information to any third party, whether or not for consideration, except as set forth in Section 3 above; and (iii) shall not use the Confidential Information for any purpose other than the limited purpose of the Transaction.

6. Receiving Party undertakes to disclose the Confidential Information only to those of its employees and consultants (each, a "**Representative**") who are advised by Receiving Party of the confidential nature of the Confidential Information and that the Confidential information shall be treated accordingly. Receiving Party shall be responsible and liable for any breach of the provisions hereof by any of its Representatives.

7. Confidential Information exchanged or communicated by the parties may be covered by the attorney-client privilege, work product immunity, or other privileges and immunities. This Agreement memorializes the parties' understanding that any such information and communications are covered by a community of interest that exists between them with respect to the Transaction. The parties intend that all applicable privileges and immunities have been, are, and will be preserved.

8. Upon Disclosing Party's first written demand, Receiving Party shall return to Disclosing Party all Confidential Information, including all records, products and samples received, and any copies thereof and shall erase all electronic records thereof, and shall so confirm to Disclosing Party in writing.

9. The term of this Agreement shall be one (1) year, unless terminated earlier by either party by two (2) days' advance written notice to the other party. All of Disclosing Party's rights hereunder and all of Receiving Party's obligations and undertakings hereunder shall be in full effect for the entire term of this Agreement and for a period of two (2) years after its termination, cancellation or expiration for any reason whatsoever.

10. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements with respect thereto. This Agreement may not be modified except by written instrument signed by a duly authorized representative of each party hereto. No failure, delay of forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof In the event that it shall be determined under any applicable law that a certain provision set forth in this Agreement is invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement unless the purpose of this Agreement is substantially frustrated thereby. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws rules, and any dispute arising out of or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in Dallas, Texas.

/s/ Jennifer Watkins
IP Navigation Group, LLC
By: Jennifer Watkins
Title: Counsel

/s/ Doug Croxall
Marathon Patent Group, Inc. (on behalf of and including its affiliates)
By: Doug Croxall
Title: CEO

EXHIBIT D

Terminal Disclaimers

Incorporated by reference from applicable PPA

EXHIBIT E

THIS COMMON INTEREST AGREEMENT ("**Agreement**") as of May 13, 2013 by and between Marathon Patent Group, Inc. and its affiliates, as such affiliates may exist from time to time (the "**Companies**") having its principal offices at 2331 Mill Road, Suite 100, Alexandria, VA 22314 and IP Navigation Group, LLC ("**IPNAV**"),

1. Background.

1.1 Companies and the IPNAV are sometimes referred to herein as a "party" or the "parties" and are presently negotiating the closing of an agreement under which IPNAV will act as the worldwide intellectual property enforcement and licensing agent of the Companies and will provide services related to the existing and future enforcement and monetization opportunities of the patents and related rights owned by the Companies (the "IP Rights" and the "Patent Matters" respectively).

1.2 The parties have a common legal interest in upholding the validity and enforceability of the IP Rights, for purposes of enforcement. The parties anticipate they will enforce inherent rights of the IP Rights against third parties through litigation. The parties have agreed to treat their communications and those of their counsel relating to the Patent Matters as protected by the common interest doctrine. Furtherance of the Patent Matters requires the exchange of proprietary documents and information, the joint development of legal strategies and the exchange of privileged information and attorney work product developed by the

2. Common Interest.

2.1 The parties have a common, joint and mutual legal interest in the monetization of valid and enforceable patents. In furtherance of that common interest, the parties will cooperate with each other, to the extent permitted by law, to share information protected by the attorney-client privilege, the work product doctrine, or other applicable privilege or immunity with respect to the Patent Matters. Any counsel or consultant retained by a party or their counsel to assist in the Patent Matters shall be bound by, and entitled to the benefits of this Agreement.

2.2 In order to further their common interest, the parties and their counsel may exchange privileged and work product information, orally and in writing, including, without limitation, factual analyses, mental impressions. legal memoranda, source materials, draft legal documents, evidence of use materials, claims charts, prosecution history files and other information (hereinafter "Common Interest Materials"). The sole purpose of the exchange of the Common Interest Materials is to support the parties' commoninterest with respect to the enforcement for the Patent Matters. Any Common Interest Materials exchanged shall continue to be protected under all applicable privileges and no such exchange shall constitute a waiver of any applicable privilege or protection. Nothing in this Agreement requires a party to share information with the other party.

3.1 The parties and their counsel shall use the Common Interest Materials solely in connection with the Patent Matters and shall take appropriate steps to protect the privileged and confidential nature of the Common Interest Material. No party nor their respective counsel shall produce privileged documents or information unless or until directed to do so by a final order of a court of competent jurisdiction, or upon the prior written consent of the other party. No privilege or objection shall be waived by a party hereunder without the prior written consent of the other party.

3.2 Except as herein provided, in the event that either party or its counsel is requested or required in the context of a litigation, governmental , judicial or regulatory investigation or other similar proceedings (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar process) to disclose any Common Interest Materials. the party or its counsel shall assert all applicable privileges, including, without limitation, the commoninterest doctrine, and shall immediately inform the other party and the other party's counsel of the request or requirement to disclose.

4. Relationship; Additions; Termination.

4.1 This Agreement does not create any agency or similar relationship among the parties. Through the term of the agreement between the parties, or any other agreement requiring confidentiality, (whichever term is longer), no party nor their respective counsel has the authority to waive any applicable privilege or doctrine on behalf of any other party.

4.2 Nothing in this Agreement affects the separate and independent representation of each party by its respective counsel or creates an attorney-client relationship party to this Agreement.

4.3 This Agreement shall continue until terminated upon the written request of either party. Upon termination, each party and their respective counsel shall return any Common Interest Material furnished by the other party. Notwithstanding termination, this Agreement shall continue to protect all Common Interest Materials disclosed prior to termination. Sections 3 and 5 shall survive termination of this Agreement.

*** The remainder of this page has been intentionally left blank.***

5. General Terms.

5.1 This Agreement is governed by the laws of the State of Delaware, without regard to its choice of law principles to the contrary. In the event any provision of the Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, the remaining terms shall remain in effect. Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

5.2 The parties agree that a breach of this Agreement would result in irreparable injury, that money damages would not be a sufficient remedy and that the disclosing party shall be entitled to equitable relief, including injunctive relief, as a non-exclusive remedy for any such breach.

5.3 Notices given under this Agreement shall be given in writing and delivered by messenger or overnight delivery service as set forth below, and shall be deemed to have been given on the day received:

Marathon Patent Group, Inc.
2331 Mill Road, Suite 100
Alexandria, VA 22314
Email: doug@marathonpg.com

5.4 This Agreement is effective and binding upon each party as of the date it is signed by or on behalf of a party and may be amended only by a writing signed by or on behalf of each party. This Agreement may be executed in counterparts. Any signature reproduced or transmitted via email or a .pdf file, photocopy, facsimile or other process of complete and accurate reproduction and transmission shall be considered an original for purposes of this Agreement.

IN WITNESS WHEREOF, MARATHON PATENT GROUP, INC. and IP NAVIGATION GROUP, LLC have executed this Common Interest Agreement by their duly authorized representatives.

IP NAVIGATION GROUP, LLC

By: /s/ Erich Spangenberg
Name: Erich Spangenberg

MARATHON PATENT GROUP, INC. (on behalf of and including its affiliates)

By: /s/ Doug Croxall
Name: Doug Croxall

Title: CEO

Title: CEO

Exhibit 23.1

KBL LLP
CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

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 filed on or about May 30, 2014.

/s/ KBL, LLP
KBL, LLP
New York, NY
May 30, 2014

EXHIBIT 31.1

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: May 30, 2014

/s/ Doug Croxall
Doug Croxall
Chief Executive Officer

(Principal Executive Officer)

EXHIBIT 31.2

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: May 30, 2014

/s/ Francis Knuettel II
Francis Knuettel II
Chief Financial Officer

(Principal Financial and Accounting Officer)

EXHIBIT 32.1

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: May 30, 2014

/s/ Doug Croxall
Doug Croxall Chief Executive Officer

(Principal Executive Officer)

EXHIBIT 32.2

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: May 30, 2014

/s/ Francis Knuettel II
Francis Knuettel II
Chief Financial Officer

(Principal Financial and Accounting Officer)