

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q/A
(Amendment No. 1)

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (D) OF THE SECURITIES AND EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2014

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (D) OF THE SECURITIES AND EXCHANGE ACT OF 1934

For the transition period from _____ to _____

MARATHON PATENT GROUP, INC.

(Exact Name of Registrant as Specified in Charter)

Nevada
(State or other jurisdiction
of incorporation)

333-171214
(Commission File Number)

01-0949984
(IRS Employer Identification No.)

2331 Mill Road, Suite 100, Alexandria,
VA
(Address of principal executive offices)

22314
(Zip Code)

Registrant's telephone number, including area code: (800) 804-1690

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the 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 Smaller reporting company
(Do not check if smaller reporting company)

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date. 5,489,593 shares of common stock are issued and outstanding as of May 15, 2014.

EXPLANATORY NOTE

We are filing this Amendment No. 1 on Form 10-Q/A to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, as originally filed with the Securities and Exchange Commission (the "SEC") on May 15, 2014 (the "Original Filing"). We are filing this in response to communications with the SEC in connection with a confidential treatment request with respect to Exhibits 10.1, 10.2 and 10.3 of the Original Filing. Item 6 of Part II of the Form 10-Q is hereby amended to compile Exhibits 10.1, 10.2 and 10.3 of the Original Filing into a single Exhibit 10.1. In addition, Item 6 of Part II reflects the Company's withdrawal of its confidential treatment request for what are now Exhibits 10.2 and 10.3 of this Amendment No.1. The new Exhibit 10.1 (reflecting the consolidation of the Original Filing's prior Exhibits 10.1, 10.2 and 10.3), 10.2 and 10.3 are the only change being made to our Form 10-Q.

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

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.

PART II

ITEM 6. EXHIBITS

10.1	Patent rights agreement between the Company and RPX Corporation.*+
10.2	Patent Purchase Agreement between TeleCommunication Systems, Inc. and CRFD Research, Inc. dated September 26, 2013 (Incorporated by reference to Exhibit 10.55 to the Company's Registration Statement on Form S-1, filed with the SEC on December 31, 2013).
10.3	Patent Purchase Agreement between Intergraph Corporation and Vantage Point Technology, Inc. dated September 25, 2013 (Incorporated by reference to Exhibit 10.56 to the Company's Registration Statement on Form S-1, filed with the SEC on December 31, 2013).
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
32.1	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*
32.2	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*

* Filed herein

+ Portions of these exhibits have been omitted pursuant to a confidential treatment request. This exhibit omits the information subject to this confidentiality request. Omitted portions have been filed separately with the SEC.

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: July 1, 2014

MARATHON PATENT GROUP, INC.

By: /s/ Doug Croxall

Name: Doug Croxall

Title: Chief Executive Officer and Chairman
(Principal Executive Officer)

By: /s/ Francis Knuettel II

Name: Francis Knuettel II

Title: Chief Financial Officer
(Principal Financial and Accounting Officer)

PATENT RIGHTS AGREEMENT

This PATENT RIGHTS AGREEMENT (this "Agreement") is entered into by and between Marathon Patent Group, Inc., a Nevada corporation, with a place of business at 2331 Mill Road, Suite 100, Alexandria, VA 22314 ("Marathon"), and RPX Corporation, a Delaware corporation, with a principal place of business at One Market Plaza, Steuart Tower, Suite 800, San Francisco, CA 94105 ("RPX"), on the date when this Agreement has been executed by both of Marathon and RPX (the "Effective Date"). Each of Marathon and RPX is a "Party", and collectively, are referenced as the "Parties".

WHEREAS, for purposes of this Agreement only, Marathon has been given all requisite legal right, power and authority, as the managing member, to deliver to RPX each of the Relay (as defined below) and Sampo (as defined below) Related Agreements (as defined below), executed by each of Relay and Sampo, as appropriate;

WHEREAS, RPX desires to execute the Related Agreements with each of Relay and Sampo, respectively; and

WHEREAS, Marathon will cause each of Relay and Sampo, respectively, to execute each of the Related Agreements and perform the obligations thereunder, provided that the preconditions as described herein shall have been met;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, RPX and Marathon agree as follows:

Definitions

As used herein, the following terms shall have the following meanings:

"Affiliate(s)" of an Entity shall mean any and all Entities, now or in the future and only for so long as the Control exists, that are Controlled by (directly or indirectly), or under common Control with, the Entity.

"Agreement" shall have the meaning ascribed to it in the preamble.

"Bankruptcy Code" shall have the meaning ascribed to it in Section 5.10.

"Claims" shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents, or which are (currently or in the future) or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims that are (currently or in the future) or were asserted in any litigations, in each such case solely with respect to the Patents, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

"Control" shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

"Effective Date" shall have the meaning ascribed to it in the preamble.

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

“Entity” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“Expanded License Fee Payment” shall have the meanings given in each of: (i) the Patent License and License Option Agreement between Relay and RPX appended hereto as Exhibit A, as well as (ii) the Patent License and License Option Agreement between Sampo and RPX appended hereto as Exhibit B. When made, Expanded License Fee Payments shall be made in accordance with Section 1 herein.

“License Fee” shall have the meaning ascribed to it in Section 1.1.

“Marathon” shall have the meaning ascribed to it in the preamble.

“Party” and “Parties” shall have the meanings ascribed to them in the preamble.

“Patents” shall mean, collectively, the patent assets made the subject of each of the Related Agreements with each of Relay and Sampo. Any one of the foregoing is a “Patent”.

“Related Agreements” shall mean, collectively, (i) the Patent License and License Option Agreement between Relay and RPX set forth in Exhibit A; and (ii) the Patent License and License Option Agreement between Sampo and RPX set forth in Exhibit B.

“Relay” shall mean Relay IP, Inc., a Delaware corporation with a place of business at 2331 Mill Road, Suite 100, Alexandria, VA 22314.

“RPX” shall have the meaning ascribed to it in the preamble.

“RPX Licensee” shall have the meaning ascribed to it in Section 1.2(b).

“Sampo” shall mean Sampo IP, LLC, a limited liability company organized and existing under the laws of Virginia, with a place of business at 2331 Mill Road, Suite 100, Alexandria, VA 22314.

“Section 1542” shall have the meaning ascribed to it in Section 4.3(b).

“Underlying Claim” shall have the meaning ascribed to it in Section 4.2(b).

Section 1. Fees, Execution of Related Agreements

1.1 Fees. Within ten (10) business days following the Effective Date of this Agreement and the Related Agreements, RPX shall pay to Marathon the amount of Two Million Five Hundred Thousand United States Dollars (US\$2,500,000) (the “License Fee”). Payments made under this Agreement shall be made via wire transfer, without deduction of taxes or banking fees of any kind, per the following wire account information:

Bank Name:
Bank Address:

Routing No:
Routing Beneficiary:
Beneficiary Acct. No.:

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

1.2 Execution of Related Agreements.

(a) Effective upon the Effective Date, Marathon shall deliver to RPX the following agreements: (i) the Relay Patent License and License Option Agreement attached hereto as Exhibit A, executed by Relay; and (ii) the Sampo Patent License and License Option Agreement attached hereto as Exhibit B, executed by Sampo.

(b) Upon RPX's payment to Marathon of the applicable Expanded License Fee Payment and RPX providing Marathon with written notice that RPX has granted a sublicense to a particular Entity and its Affiliates pursuant to the Related Agreement with Relay, Marathon shall immediately obligate Relay to fulfill its obligations as set forth in Exhibit A with respect to each such Entity and its Affiliates who have been granted a sublicense thereunder. Upon RPX's payment to Marathon of the applicable Expanded License Fee Payment and RPX providing Marathon with written notice that RPX has granted a sublicense to a particular Entity and its Affiliates pursuant to the Related Agreement with Sampo, Marathon shall immediately obligate Sampo to fulfill its obligations as set forth in Exhibit B with respect to each such Entity and its Affiliates who have been granted a sublicense thereunder. Any Entity (including such Entity's Affiliates) that is granted a sublicense under the Patents by RPX in accordance with any of the Related Agreements shall be deemed an "RPX Licensee" for purposes of this Agreement.

Section 2. Representations and Warranties

2.1 Representations and Warranties of Marathon. Marathon, on behalf of itself and Relay and Sampo, represents and warrants that as of the Effective Date:

(a) it has all requisite legal right, power, and authority to execute and/or deliver all documents required to be executed (including this Agreement) and to perform all of its obligations under and grant (or cause to be granted) all rights in accordance with this Agreement;

(b) it has all requisite legal right, power, and authority to cause Relay and Sampo, respectively, to execute and deliver each of the Related Agreements, and to cause Relay and Sampo, respectively, to perform each of its obligations under each of the Related Agreements;

(c) each of Relay and Sampo have, good and marketable title to the Patents (including, without limitation, all right, title, and interest in the Patents and the sole and exclusive right to sue for past, present and future infringements thereof); it has the legal right to grant the Release set forth in Section 4.3, and it has provided to RPX accurate and complete copies of all agreements under which Relay and Sampo obtained by assignment or otherwise such title and/or exclusive rights to such Patents;

(d) it has not entered, and shall not enter into, any agreement that would materially impair or conflict with its obligations hereunder;

(e) the performance of this Agreement does not, and will not, conflict with or result in a breach of any agreement to which it is bound; and

(f) aside from the Patents, it does not have any rights under any patents, inventions, or pending or future applications for patents under U.S. law or regulation, or law or regulation of any foreign country and/or patentable inventions which claim priority to any of the Patents. Except as expressly set forth in each of the Related Agreements, to the extent that any patents or patent applications relating to the Patents do not appear in the Related Agreements, their omission from the Related Agreements was inadvertent and such patents and patent applications were intended to be, and shall be treated as if they were, included in the Related Agreements.

2.2 Representations and Warranties of RPX. RPX represents and warrants that it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement.

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

Section 3. Covenants

3.1 Covenants of Marathon. In addition to and without limiting any other covenants contained in this Agreement, Marathon, on behalf of itself and its Affiliates, including but not limited to Relay and Sampo, further covenants as follows:

- (a) it will not enter into any agreement that would materially impair or conflict with its obligations hereunder;
- (b) it will cause Relay and Sampo, respectively, to execute and deliver each of the Related Agreements, and to cause Relay and Sampo, respectively, to perform each of its obligations under each of the Related Agreements; and
- (c) in the event that RPX provides written notice to Marathon that it (or any of its Affiliates), Relay and Sampo has breached any provision of this Agreement, or any provision of any of the Related Agreements, Marathon (or its Affiliates, including but not limited to Relay and Sampo, as applicable) will within five (5) business days cure such breach, and, to the extent that Marathon fails to promptly take such action, Marathon will promptly reimburse the damaged party for any reasonable costs (including attorneys' fees) incurred as a result of such violation.

3.2 Covenants of RPX. In addition to and without limiting any other covenants contained in this Agreement, RPX, on behalf of itself and its Affiliates, further covenants that it will not enter into any agreement that would materially impair or conflict with its obligations hereunder.

Section 4. Disclaimers, Indemnification and Releases

4.1 Disclaimer. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3 ABOVE, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3, NEITHER PARTY GIVES THE OTHER PARTY ANY ASSURANCE:

(A) REGARDING THE PATENTABILITY OF ANY CLAIMED INVENTION IN, OR THE VALIDITY OF, ANY PATENT, OR

(B) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY PRODUCT OR SERVICE DISCLOSED AND CLAIMED IN ANY PATENT BY ANY RPX LICENSEE OR ANYONE ELSE WILL OR WILL NOT CONSTITUTE AN INFRINGEMENT OF SUCH RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSONS OR ENTITIES.

4.2 Indemnification.

- (a) Marathon shall defend, indemnify and hold harmless RPX and its Affiliates, and their directors, officers, agents and employees from and against any and all actual or pending claims, losses, expenses, damages, or other liabilities, including reasonable attorneys' fees and expenses, including those incurred in any dispute between the Parties (where such claims losses, expenses, damages, or other liabilities have been incurred as a result Marathon's breach under this Section 4.2(a)), with any third party, or in any enforcement of this provision, arising out of, relating to, or based upon Marathon's or its Affiliates' material breach of any representation, warranty or covenant in this Agreement.

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

(b) In addition to any other remedies available to RPX, in the event that RPX shall have a claim under Section 4.2(a), RPX shall promptly notify Marathon in writing of the claim, action, suit, proceeding or other circumstances giving rise to the claim for indemnification (collectively, the “Underlying Claim”); provided, however, that the failure to give such notice shall release Marathon of its indemnification obligations only to the extent that Marathon is prejudiced by such failure. Upon receipt of such notice of an Underlying Claim, Marathon may, by written notice to RPX delivered within twenty (20) business days after receiving such notice of the Underlying Claim, assume the sole defense and control of any third-party claim with its own counsel and at its own expense but shall allow RPX (or its applicable Affiliates) a reasonable opportunity to participate in the defense of such third-party claim with its own counsel and at its own expense. RPX (or its applicable Affiliates) may take any actions reasonably necessary to defend such third-party claim prior to the time that it receives a notice as contemplated by the preceding sentence. Marathon shall not settle any such claim other than for the payment of money without the prior written consent of RPX (or the applicable Affiliate), which consent shall not be unreasonably withheld or delayed. RPX will provide Marathon, at Marathon’s expense, with all assistance, information and authority reasonably required for the defense and settlement of the Underlying Claim. In no event shall Marathon’s liability under this Section 4.2 exceed the cumulative amount actually paid by RPX to Marathon under (i) this Agreement, plus (ii) each of the Related Agreements.

4.3 Release.

(a) Subject to the terms of this Agreement and effective upon the Effective Date, Marathon shall automatically be deemed to, and hereby does, forever waive and release all Claims, if any, with respect to the Patents, known or unknown, that it may have against RPX, any RPX Affiliate, any RPX Licensee, or any other Entity granted a sublicense by RPX under the Patents in accordance with this Agreement or the Related Agreements. The foregoing notwithstanding, however, no release is given under the Patents made the subject of the Related Agreement with Relay and Sampo to any Entity that becomes an RPX Licensee after the Effective Date (including that Entity’s Affiliates) unless and until Marathon receives the required Expanded License Fee Payment with respect to any such Entity.

(b) Marathon understands and agrees that the releases set forth in Section 4.3(a) shall extend to any and all Claims with respect to the Patents described in Section 4.3(a) of every nature and kind whatsoever, whether such Claims are known or unknown, suspected or unsuspected, and any and all rights that may exist under Section 1542 of the California Civil Code (“Section 1542”) within the scope of the release set forth in Section 4.3(a) are expressly waived. Marathon expressly acknowledges that it has read Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Marathon understands and agrees that Section 1542, if applicable herein, gives it the right not to release existing claims of which it is not now aware of and does not suspect to exist, unless it voluntarily chooses to waive this right. Even though Marathon is aware of this right, it nevertheless hereby voluntarily waives the right described in Section 1542, and elects to assume all risks for Claims with respect to the Patents that now exist in its favor, known or unknown, arising from the subject matter of the release set forth in Section 4.3(a), and expressly waives any rights under any other statutes or common law principles of similar effect. If, contrary to the specific intent of Marathon, any Claims with respect to the Patents released under Section 4.3(a) are deemed to exist or survive despite the releases given in Section 4.3(a) above, Marathon hereby forever, expressly and irrevocably waives entitlement to all such released Claims with respect to the Patents, known and unknown, prior to the Effective Date, and it is expressly agreed that the provisions of Section 1542 do not apply.

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

Section 5. Miscellaneous

5.1 Binding Effect and Assignment. This Agreement shall not be binding upon the Parties until it has been signed herein below by or on behalf of each Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective Affiliates, successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid.

5.2 Notices. Notices and other communications relevant to this Agreement or to any of the Patents shall be sent by electronic mail, hand delivery, or by registered or certified mail to the following address, or to such other address as may be given by notice hereafter, and shall be effective upon sending, if sent by electronic mail, as proven by electronic date stamp, or upon receipt if sent by registered or certified mail, as proven by a post office delivery receipt:

For Marathon:

2331 Mill Road
Suite 100
Alexandria, VA 22314
Fax number: 703-997-7320
Email: legal@marathonpg.com

For RPX:

One Market Plaza, Steuart Tower, Suite 800
San Francisco, CA 94105
ATTN: Chief Executive Officer
Fax No.: (415) 728-9258
Email: legal@rpxcorp.com

5.3 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

5.4 Governing Law. This Agreement, including its formation, shall be governed by and construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of California, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof.

5.5 Section Headings. The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

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

5.6 Confidentiality. Neither Party hereto shall disclose the terms of this Agreement to any third party, without the prior written consent of the other Party. This obligation is subject to the following exceptions: (a) disclosure by the Parties and/or their Affiliates is permissible if this Agreement is required (by depositions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to be disclosed to a third party, court, tribunal, regulatory authority or similar third party, and the Party from whom such disclosure is required (the "Disclosing Party") shall: (i) provide the other Party with prompt written notice of such requirement(s) so that such other Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement; and (ii) consult with and cooperate with such other Party in a timely manner concerning any attempt that may be made by such other Party to resist or narrow the request(s) or to obtain an order or other reliable assurance that confidential treatment will be accorded all or portions of such information. It is further agreed that in the absence of a protective order or a receipt of a waiver under this Agreement, if in the reasonable opinion of the Disclosing Party's counsel, it is nonetheless compelled to disclose confidential information to any third party or tribunal or, failing disclosure, risk being liable for contempt or risk censure or penalty, then, after giving the notice required by subsection 5.6(a)(i) above, the Disclosing Party may disclose such information to such third party or tribunal without liability to the other Party or any other person (provided that such Disclosing Party limits such disclosure only to the minimum portions that are required to be disclosed); (b) disclosure by the Parties and/or their Affiliates is permissible if required by government or court order, provided that the Disclosing Party first gives the other Party prior written notice in order to enable that Party to seek a protective order (or equivalent protection), such permissible disclosure being limited to the terms legally required to be disclosed; (c) disclosure by the Parties and their Affiliates is permissible if otherwise required by law or any applicable securities exchange rules or regulations, such permissible disclosure being limited to the terms legally required to be disclosed; (d) the Parties and their Affiliates may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial and intellectual property advisors; and (e) RPX and its Affiliates may disclose the Agreement to any RPX Licensees. Notwithstanding anything else in this Agreement, either Party may disclose any information that was made publicly-available without a breach of this Agreement.

5.7 Entire Agreement. This Agreement, including Exhibits A-B attached hereto, embodies the entire understanding of, and agreements between, the Parties with respect to the Patents and otherwise merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.

5.8 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

5.9 Relationship of the Parties. Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture or partnership or will constitute either Party hereto being the agent for the other Party for any purpose or in any sense whatsoever.

5.10 Licenses of Intellectual Property. All rights, licenses and releases granted by Marathon, Relay and/or Sampo under this Agreement and/or any of the Related Agreements are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties hereto agree that RPX, RPX Affiliates, and RPX Licensees, as licensees or sublicensees of rights granted in this Agreement and/or the Related Agreements, shall retain and may fully exercise all their rights and elections under the Bankruptcy Code. The Parties hereto further agree that, in the event that any proceeding shall be instituted by or against Marathon seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions, the opposite Parties shall have the right to retain and enforce their rights under this Agreement and/or the Related Agreements, provided that they remain in full compliance with the terms and conditions thereof.

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

5.11 Authorship. Neither Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

5.12 Acknowledgement. Marathon acknowledges that nothing in this Agreement shall require or shall be construed to require RPX or any RPX Affiliate to sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Entity.

5.13 Termination and Survival. Those provisions that, by their nature, are intended to survive termination or expiration of this Agreement shall so survive. For the avoidance of doubt, all releases and covenants given by Marathon shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth below. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

MARATHON PATENT GROUP, INC.

RPX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

EXHIBIT A

RELAY – RPX PATENT LICENSE AND LICENSE OPTION AGREEMENT

This PATENT LICENSE AND LICENSE OPTION AGREEMENT (this “Agreement”) is entered into by and between Relay IP, Inc., a Delaware corporation with a principal place of business at 2331 Mill Road, Suite 100, Alexandria, VA 22314 (“Licensor”), and RPX Corporation, a Delaware corporation with a principal place of business at One Market Plaza, Steuart Tower, Suite 800, San Francisco, CA 94105 (“RPX”), on the date when this Agreement has been executed by both Licensor and RPX (the “Effective Date”). Each of RPX and Licensor is a “Party”, and collectively, are referenced as the “Parties”.

WHEREAS, Licensor is the sole and exclusive owner of, and has the right to license in the United States and throughout the world, the Patents (as defined below);

WHEREAS, RPX desires to acquire from Licensor a Patent License (as defined below), including the right to grant to RPX Licensees (as defined below) a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met;

WHEREAS, Licensor is willing to grant to RPX a Patent License, including the right to grant to RPX Licensees a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, RPX and Licensor agree as follows:

Definitions

As used herein, the following terms shall have the following meanings:

“Affiliate(s)” of an Entity shall mean any and all Entities, now or in the future and only for so long as the Control exists, that are Controlled, directly or indirectly, by the Entity. As used herein, and otherwise where applicable in the Agreement, the term “Affiliate” shall include the affiliate definitions set forth in Exhibit C attached hereto.

“Agreement” shall have the meaning ascribed to it in the preamble.

“Bankruptcy Code” shall have the meaning ascribed to it in Section 5.10.

“Claims” shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents, or which are (currently or in the future) or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims that are (currently or in the future) or were asserted in any Licensor Litigations, in each such case solely with respect to the Patents, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

“Combined Licensed Product and Service” shall mean any past, present or future combination or use, whether by an RPX Licensee or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of an RPX Licensee or an RPX Licensee Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

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“Control” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of: (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“Covered Third Party” shall have the meaning ascribed to it in Section 1.2(c).

“Effective Date” shall have the meaning ascribed to it in the preamble.

“Entity” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“Expanded License Fee Payment” shall mean, with respect to each Option Company, the amount listed next to the name of such Option Company in Exhibit G.

“Form of Dismissal” shall mean the form notice of dismissal in Exhibit E attached hereto.

“License Fee” shall have the meaning ascribed to it in Section 1.1.

“Licensed Product and Service” shall mean any past, present or future product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof), at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import by or on behalf of an RPX Licensee or an RPX Licensee Affiliate, alone or in combination with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, transmittal, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of one or more Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

“Licensor” shall have the meaning ascribed to it in the preamble.

“Licensor Litigations” shall mean any and all lawsuits relating to any Patent filed at any time by Licensor in any state or federal court in the United States, in any court or tribunal in any foreign country, or before the United States International Trade Commission. Any one of the Licensor Litigations is a “Licensor Litigation”.

“Licensor Litigation Defendants” shall mean the parties adverse to Licensor in any Licensor Litigation. Any one of the Licensor Litigation Defendants is a “Licensor Litigation Defendant”.

“Option Companies” shall mean the Entities identified in Exhibit G (that are not RPX Members identified in Exhibit A), each such Entity’s Affiliates and any business unit or division that such Entity may divest while such Entity’s RPX membership agreement is in effect. Each such Entity is an “Option Company”.

“Party” and “Parties” shall have the meanings ascribed to them in the preamble.

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“Patent License” shall mean a royalty-free, fully paid-up, irrevocable, non-exclusive worldwide license under the Patents to make, have made, use, have used, sell, lease, have leased, import, offer for sale, have offered for sale, have sold, copy, develop, have developed, operate, market, have marketed, import, have imported, own, order, design, purchase, practice, obtain, keep, acquire, receive, build, deliver, host, distribute, have distributed, provide, supply, export, have exported, and otherwise commercially exploit or dispose of any Licensed Product and Service, and for which the term of such license under the Patents shall extend to the expiration of each patent comprising the Patents.

“Patents” shall mean: (i) the patents and patent applications identified on Exhibit B and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a “Patent”.

“PTO” shall mean the United States Patent & Trademark Office.

“Release and Dismissal Obligations” shall mean Licensor immediately (i) executing a written release agreement containing terms that are substantially similar in scope and effect as the Release Terms, and (ii) with respect to any Licensor Litigation Defendant, taking all actions and making all necessary filings to resolve all disputes with respect to such Licensor Litigation Defendant relating to or arising out of the Licensor Litigations, including without limitation executing and filing a dismissal “with prejudice” substantially similar in form and effect to the Form of Dismissal (or, with respect to any Licensor Litigation in a non-U.S. jurisdiction, a dismissal “with prejudice” in such form as is appropriate for the relevant jurisdiction).

“Release Terms” shall mean the terms and conditions in Exhibit D attached hereto.

“RPX” shall have the meaning ascribed to it in the preamble.

“RPX Licensee” shall have the meaning ascribed to it in Section 1.2(a).

“RPX Member” shall mean each Entity identified in Exhibit A, each such Entity’s Affiliates, and any business unit or division that such Entity may divest while such Entity’s RPX membership agreement is in effect.

“Section 1542” shall have the meaning ascribed to it in Section 4.3(b).

“Underlying Claim” shall have the meaning ascribed to it in Section 4.2(b).

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Section 1. Fees, Patent License and License Option

1.1 Fees. The Parties hereby acknowledge the existence of that Patent Rights Agreement entered into between Marathon Patent Group, Inc. and RPX, dated March __, 2014, (the "Patent Rights Agreement"), and hereby acknowledge the receipt and sufficiency of good and valuable consideration (the "License Fee") for all terms and conditions set forth in this Agreement.

1.2 Patent License and License Option.

(a) Effective upon RPX's payment to Licensor of the License Fee, Licensor shall automatically be deemed to grant, and does hereby grant, to RPX the Patent License, which Patent License shall include:

(i) the exclusive and irrevocable right of RPX, beginning on the Effective Date, to grant sublicenses under the Patent License to all RPX Members; and

(ii) the non-exclusive and irrevocable right of RPX, beginning on the Effective Date and continuing for the twelve (12) month period thereafter, to grant sublicenses under the Patent License to each of the Option Companies; provided, that RPX has paid to Licensor the applicable Expanded License Fee Payment for each such sublicense granted under this Section 1.2(a)(ii); provided further, that RPX's right in this Section 1.2(a)(ii) shall expire with respect to a particular Option Company on the later of (A) twelve (12) months from the Effective Date; or (B) six (6) months from the date that such Option Company is named for the first time in a Licensor Litigation.

The Patent License shall also include the express right of RPX to release the foregoing sublicensees from all claims for damages for past, present and future infringement of the Patents. Upon the Effective Date, any Entity that is granted a sublicense by RPX (directly or indirectly) in accordance with Section 1.2(a) shall be deemed an "RPX Licensee" for purposes of this Agreement. Furthermore, upon RPX's payment of any Expanded License Fee Payment, as applicable, any Entity that is granted a sublicense by RPX (directly or indirectly) in accordance with Section 1.2(a)(ii) shall also be deemed an "RPX Licensee" for purposes of this Agreement. The definition of "RPX Licensee" expressly excludes any future members that join RPX after the Effective Date (other than with respect to Option Companies where RPX has paid the Expanded License Fee Payment), except with respect to any Entity that become an Affiliate of any RPX Member or Entity that was granted a sublicense under the Patent License in accordance with this Section 1.2(a).

(b) Within ten (10) business days of the Effective Date, Licensor shall immediately complete the Release and Dismissal Obligations with respect to any RPX Members and their Affiliates that are or were Licensor Litigation Defendants, including each of their respective Affiliates. Upon RPX providing Licensor with written notice that RPX has granted a sublicense to any Option Company pursuant to Section 1.2(a)(ii) and paying Licensor the applicable Expanded License Fee Payment for such Option Company, Licensor shall immediately complete the Release and Dismissal Obligations with respect to such Option Company (including any respective Affiliates) in the event such Option Company or any of its Affiliates is a Licensor Litigation Defendant.

(c) The sublicense (and release) that RPX grants in accordance with Section 1.2(a) to any Entity under the Patent License shall be deemed to be a further sublicense (and release) to that Entity's Affiliates ("RPX Licensee Affiliates"), and such RPX Licensees' and RPX Licensee Affiliates' direct and indirect customers, have-made vendors, developers, distributors, suppliers, other contractors, licensees, and end users solely to the extent such third parties make, have made, use, purchase, provide, host, sell, lease, distribute, supply, export, import, or offer for sale any Licensed Product and Service (each, a "Covered Third Party"). Each RPX Licensee shall have the right, consistent with this Section 1.2(c), to grant specific non-sublicensable, non-assignable sublicenses to its Covered Third Parties with respect to such RPX Licensee's or its Affiliates' Licensed Products and Services.

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Section 2. Representations and Warranties

2.1 Representations and Warranties of Licensor. Licensor, on behalf of itself and its Affiliates, represents and warrants that, as of the Effective Date:

(a) it has all requisite legal right, power, and authority to execute and deliver all documents required to be executed (including this Agreement), and to perform all of its obligations under and grant all rights in accordance with this Agreement;

(b) it has good and marketable title to the Patents (including, without limitation, all right, title, and interest in the Patents and the right to sue for past, present and future infringements thereof); Licensor has the legal right to grant the Patent License set forth in Section 1.2 to RPX, **and, subject to confidentiality provisions (if applicable),** it has provided to RPX accurate and complete copies of all agreements under which it obtained by assignment or otherwise such title to the Patents;

(c) the Patents are not subject to any licenses, covenants not to sue, liens, security interests, or other encumbrances that would impair the rights granted hereunder, and, to the best of Licensor's knowledge, except for the Patent License granted in Section 1 of this Agreement and any licenses, covenants not to sue, liens, security interests, settlement agreements or other encumbrances identified in Exhibit F attached hereto, the Patents are not subject to any licenses, covenants not to sue, liens, security interests, or other encumbrances;

(d) to the best of Licensor's knowledge, the inventions and discoveries described in the Patents were made solely by the inventor(s) named in the Patents, without misappropriation of any trade secrets, confidential information, or other rights of any person, and no other party has any rights with respect to any such inventions or to the Patents;

(e) all maintenance fees, annuities and other payments owed to the PTO or any foreign patent office in connection with the Patents have been timely paid and are current as of the Effective Date;

(f) it has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder;

(g) (i) except for the Patent License granted in Section 1 of this Agreement, and except for the encumbrances set forth on Exhibit F attached hereto, no other **Entity has any license or similar rights with respect to the Patents or any such inventions or discoveries described in the Patents;** and (ii) there has been no previous sale, transfer, assignment or other grant of rights under the Patents or any other agreement by Licensor that affects, in any manner, title to, or RPX's or any RPX Licensee's enjoyment of, the Patents or the underlying inventions, including, but not limited to, an assignment of full or partial rights in or to one or more of the Patents, an exclusive license to one or more of the Patents, or a right or option to obtain an exclusive license;

(h) performance of this Agreement does not and will not conflict with or result in a breach of any agreement to which it is bound;

(i) other than the Licensor Litigations, the Patents have not been asserted against any third party, in a licensing, litigation or other context, in a manner in which the third party (i) has been accused of infringing the Patents or (ii) has standing to bring a declaratory judgment action;

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(j) other than as related to the Licensors Litigations, the Patents are not and have not been the subject of any pending or past litigation, or to the knowledge of Licensor following reasonable due diligence and investigation, any reexamination, reissue or interference proceeding, or other *inter partes* legal proceeding before any tribunal of competent jurisdiction;

(k) no patent claim in the Patents has been adjudicated to be invalid or unenforceable, in whole or in part, for any reason, in any administrative, arbitration, or judicial proceeding before a tribunal of competent jurisdiction, and Licensor has not received notice from any third party threatening the filing of any such proceeding except for any notice from any Licensor Defendant in connection with a Licensor Litigation;

(l) to the best of Licensor's knowledge, other than as asserted in affirmative defenses, counterclaims, or otherwise related to the Licensor Litigations, none of the inventors of the Patents nor their counsel: (i) intentionally failed to disclose any material, non-cumulative prior art references to the PTO or any foreign patent offices requiring such disclosure in connection with the prosecution of any Patents; (ii) made any material misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Patents; or (iii) engaged in any act or omission inconsistent with the duty of candor owed to the PTO or to any foreign patent offices;

(m) Licensor does not own any right, title or interest in, or have exclusive license rights under, any patents or patent applications other than the Patents. To the extent that on the Effective Date, Licensor owns any right, title or interest in, or has exclusive license rights under, any patents or patent applications that are not expressly listed on Exhibit B, their omission from Exhibit B was inadvertent and such patents and patent applications were intended to be, and shall be treated as if they were, included on Exhibit B; and

(n) other than as asserted in affirmative defenses, counterclaims, or otherwise in the Licensor Litigations, there is no pending or, to the knowledge of Licensor, threatened claim that the practice of the inventions described in the Patents infringes any patents or patent applications of any third party and, to the knowledge of Licensor, there is no basis for any such claim.

2.2 Representations and Warranties of RPX. RPX represents and warrants that it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement.

Section 3. Covenants of Licensor. In addition to and without limiting any other covenants contained in this Agreement, Licensor, on behalf of itself and its Affiliates, further covenants as follows:

(a) it will not enter into any agreement that would materially impair or conflict with its obligations hereunder;

(b) other than with respect to any debt or similar financing, it will not pledge the Patents as collateral for any obligation or grant or cause any lien or security interest to be filed against or otherwise attach to the Patents or otherwise encumber the Patents;

(c) in the event it transfers, assigns or conveys any interest in and to the Patents to any third party (including any Affiliates) other than to RPX or RPX's Affiliates, it will obligate such third party to agree in writing to abide by all covenants, releases, rights and obligations owed under this Agreement by Licensor and to take the Patents subject to the Patent License granted by Licensor hereunder and subject to any sublicense (and release) granted by RPX in accordance with Section 1;

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(d) it shall take all commercially reasonable actions to maintain and defend the Patents, including without limitation timely paying all maintenance fees, annuities and the like due or payable on the Patents in the PTO and any foreign patent offices;

(e) it shall pay all taxes (including, without limitation, sales and value added taxes) imposed on Licensor by the national government, and any state, local or other political subdivision thereof, of any country in which Licensor is subject to taxation, as the result of RPX's furnishing consideration under this Agreement and/or the Patent Rights Agreement;

(f) following the Effective Date, neither Licensor nor any of its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) RPX, any RPX Affiliate, any RPX Member, any RPX Licensee, any RPX Licensee Affiliate, or any other Entity that has been granted a sublicense hereunder for direct or indirect infringement (including, without limitation, inducement or contributory infringement) under any Patent after the Effective Date or such date RPX has paid any Expanded License Fee Payment(s), as applicable, and neither Licensor nor its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any such RPX Member's, RPX Licensee's, or RPX Licensee Affiliate's customers, suppliers, manufacturers or distributors for direct or indirect infringement (including, without limitation, inducement or contributory infringement) under any Patent after the Effective Date or such date RPX has paid any Expanded License Fee Payment(s), as applicable, with respect to any such RPX Member's, RPX Licensee's, or RPX Licensee Affiliate's Licensed Product and Service;

(g) following the Effective Date, in the event that RPX provides written notice to Licensor that Licensor has sued or threatened to sue (or instructed, encouraged, or aided a third party to sue or threaten to sue) any Entity in violation of Section 3(f), Licensor will immediately cease making any such threats and promptly dismiss, with prejudice, any such lawsuit (or other adversarial proceeding), and, to the extent Licensor fails to take such action within five (5) days following the written notice from RPX, Licensor will promptly reimburse RPX and such damaged Entity, as applicable, for any reasonable costs (including reasonable attorney fees) incurred as a result of such threat or lawsuit;

(h) after the Effective Date, Licensor shall not acquire any right, title or interest in, or exclusive license rights under, any patents or patent applications other than the Patents; and

(i) Licensor shall give RPX prompt written notice of any license under any Patents or covenants not to sue under any Patents, which notice shall include any identification of the party involved and confirmation of whether any license or covenant under any Patents has been granted by Licensor.

Section 4. Disclaimers, Indemnification and Releases

4.1 Disclaimer. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3 ABOVE, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3, NEITHER PARTY GIVES THE OTHER PARTY ANY ASSURANCE:

(A) REGARDING THE PATENTABILITY OF ANY CLAIMED INVENTION IN, OR THE VALIDITY, OF ANY PATENT, OR

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(B) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY LICENSED PRODUCT AND SERVICE DISCLOSED AND CLAIMED IN ANY PATENT BY ANY LICENSEE, SUBLICENSEE OR ANYONE ELSE WILL OR WILL NOT CONSTITUTE AN INFRINGEMENT OF SUCH RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSONS OR ENTITIES.

4.2. Indemnification.

(a) Licensor shall defend, indemnify and hold harmless RPX and its Affiliates, and their directors, officers, agents and employees from and against any and all actual or pending claims, losses, expenses damages or other liabilities (including reasonable attorneys' fees), including those incurred in any dispute between the Parties, arising from Licensor's breach under this Section 4.2(a)), with any third party, or in any enforcement of this provision, arising out of, relating to, or based upon Licensor's or any of its Affiliates' material breach of any representation, warranty or covenant in this Agreement.

(b) In addition to any other remedies available to RPX, in the event RPX shall have a claim under Section 4.2(a), RPX shall promptly notify Licensor in writing of the claim, action, suit, proceeding or other circumstances giving rise to the claim for indemnification (collectively, the "Underlying Claim"); provided, however, that the failure to give such notice shall release Licensor of its indemnification obligations only to the extent that Licensor is prejudiced by such failure. Upon receipt of such notice of an Underlying Claim, Licensor may, by written notice to RPX delivered within thirty (30) business days of receiving such notice of the Underlying Claim, assume the sole defense and control of any third-party claim with its own counsel and at its own expense but shall allow RPX (or its applicable Affiliates) a reasonable opportunity to participate in the defense of such third-party claim with its own counsel and at its own expense. RPX (or its applicable Affiliates) may take any actions reasonably necessary to defend such third-party claim prior to the time that it receives a notice as contemplated by the preceding sentence. Licensor shall not settle any such claim other than for the payment of money without the prior written consent of RPX (or the applicable Affiliate), which consent shall not be unreasonably withheld or delayed. RPX will provide Licensor, at Licensor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Underlying Claim. Licensor's total liability under this Section 4.2 shall be limited to amounts received by Licensor under this Agreement plus the Patent Rights Agreement.

4.3 Release.

(a) Effective upon the Effective Date, Licensor shall automatically be deemed to, and does hereby, forever waive and release all Claims, known or unknown, that Licensor may have against RPX, any RPX Affiliate, any RPX Member, any RPX Licensee, or any other Entity granted a sublicense under the Patents in accordance with Section 1.2.

(b) Licensor understands and agrees that the releases set forth in Section 4.3(a) shall extend to any and all Claims described in Section 4.3(a) of every nature and kind whatsoever, whether such Claims are known or unknown, suspected or unsuspected, and any and all rights that may exist under Section 1542 of the California Civil Code ("Section 1542") within the scope of the release set forth in Section 4.3(a) are expressly waived. Licensor expressly acknowledges that it has read Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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Licensor understands and agrees that Section 1542, if applicable herein, gives it the right not to release existing claims of which it is not now aware of and does not suspect to exist, unless it voluntarily chooses to waive this right. Even though Licensor is aware of this right, it nevertheless hereby voluntarily waives the right described in Section 1542, and elects to assume all risks for Claims with respect to the Patents that now exist in its favor, known or unknown, arising from the subject matter of the release set forth in Section 4.3(a), and expressly waives any rights under any other statutes or common law principles of similar effect. If, contrary to the specific intent of Licensor, any Claims with respect to the Patents released under Section 4.3(a) are deemed to exist or survive despite the releases given in Section 4.3(a) above, Licensor hereby forever, expressly and irrevocably waives entitlement to all such released Claims with respect to the Patents, known and unknown, prior to the Effective Date, and it is expressly agreed that the provisions of Section 1542 do not apply.

Section 5. Miscellaneous

5.1 Binding Effect and Assignment. This Agreement shall not be binding upon the Parties until it has been signed herein below by or on behalf of each Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective Affiliates, successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid. The Patent License and any sublicenses granted and/or included therein pursuant to Section 1.2 are for the benefit of RPX, RPX Licensees, RPX Licensee Affiliates, and each of their respective Covered Third Parties, and RPX and RPX Licensees can legally enforce such licenses and sublicenses, as well as the terms of this Agreement, against Licensor.

5.2 Notices. Notices and other communications relevant to this Agreement or to any of the Patents shall be sent by facsimile, electronic mail, hand delivery, or by registered or certified mail to the following address, or to such other address as may be given by notice hereafter, and shall be effective upon sending, if sent by facsimile, as proven by a fax confirmation page, or if sent by electronic mail, as proven by electronic date stamp, or upon receipt if sent by registered or certified mail, as proven by a post office delivery receipt:

For Licensor:

Relay IP, Inc.
2331 Mill Road
Suite 100
Alexandria, VA 22314
Fax number: 703-997-7320
Email: legal@marathonpg.com

Copy to:
c/o Chief Executive Officer
Dominion Harbor Group, LLC
2555 N. Pearl Street #2003
Dallas, Texas 75201

For RPX:

RPX Corporation
One Market Plaza, Steuart Tower, Suite 800
San Francisco, CA 94105
Fax No.: (415) 728-9258
ATTN: Chief Executive Officer
Email: legal@rpxcorp.com

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5.3 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

5.4 Governing Law. This Agreement, including its formation, shall be governed by and construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of California, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof.

5.5 Section Headings. The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.6 Confidentiality. Neither Party hereto shall disclose the terms of this Agreement to any third party, without the prior written consent of the other Party. This obligation is subject to the following exceptions: (a) disclosure by the Parties and their Affiliates is permissible if required by government or court order, provided that the disclosing Party first gives the other Party prior written notice in order to enable that Party to seek a protective order or motion to quash (or other equivalent protection), such permissible disclosure limited to the terms legally required to be disclosed; (b) disclosure by the Parties and their Affiliates is permissible if otherwise required by law or any applicable securities exchange rules or regulations, such permissible disclosure limited to the terms legally required to be disclosed; (c) the Parties and their Affiliates may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial advisors; (d) RPX and its Affiliates may disclose the non-financial terms of this Agreement to any RPX Members and any other potential sublicensees of the Patents; (e) either Party may disclose any information that was made publicly available without a breach of this Agreement; (f) RPX may issue a press release (without disclosing any financial terms) following the execution of this Agreement to announce the consummation of this transaction; and (g) Licensor's ultimate parent Entity, Marathon Patent Group, will initially file a related Securities and Exchange Commission (SEC) form 8-K solely as set forth in Exhibit H attached hereto.

5.7 Entire Agreement. This Agreement, including Exhibits A-H attached hereto, embodies the entire understanding of and agreement between the Parties with respect to the Patents and merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.

5.8 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

5.9 Relationship of the Parties. Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture or partnership or will constitute either Party hereto being the agent for the other Party for any purpose or in any sense whatsoever.

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

5.10 Licenses of Intellectual Property. All rights, licenses and releases granted by Licensor directly or indirectly to RPX, RPX Affiliates, RPX Members, and RPX Licensees (including each such Entity's Affiliates) are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties hereto agree that RPX, RPX Affiliates, RPX Members, and RPX Licensees (including each such Entity's Affiliates), as licensees or sublicensees of rights granted in this Agreement, shall retain and may fully exercise all their rights and elections under the Bankruptcy Code. The Parties hereto further agree that, in the event that any proceeding shall be instituted by or against Licensor seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions, the opposite Parties shall have the right to retain and enforce their rights under this Agreement, provided that they remain in full compliance with the terms and conditions of this Agreement.

5.11 Authorship. Neither Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

5.12 Acknowledgement. Licensor acknowledges that nothing in this Agreement shall require or shall be construed to require RPX or any RPX Affiliate to sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Entity.

5.13 Termination and Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. For the avoidance of doubt, the Patent License granted by Licensor to RPX hereunder, RPX's right to grant sublicenses in accordance with Section 1, all sublicenses granted by RPX in accordance with Section 1, and all releases and covenants given by Licensor shall survive termination or expiration of this Agreement.

[The remainder of this page is blank; signature page follows.]

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

RELAY IP, INC.

RPX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

EXHIBIT A

[*]

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

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EXHIBIT B

PATENTS

Patent/Application Number	Country	Filing Date	Issue Date	Title
5,331,637	US	7/30/1993	7/19/1994	MULTICAST ROUTING USING CORE BASED TREES

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

EXHIBIT C

[*]

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

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EXHIBIT D

RELEASE TERMS

This RELEASE AGREEMENT (“**Release Agreement**”) is entered into by and between Relay IP, Inc., a Delaware corporation with a principal place of business at 2331 Mill Road, Suite 100, Alexandria, VA 22314 (including its Affiliates, as defined below) (“**Licensor**”), and [_____] ,¹ a [_____] corporation with a principal place of business at [_____] (including its Affiliates), “[**RELEASED ENTITY**”], on the last date when this Release Agreement has been executed by both Licensor and [RELEASED ENTITY] (the “**Effective Date**”).

“**Affiliate(s)**² of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

“**Claims**” shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Licensor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

“**Combined Licensed Product and Service**” shall mean any past, present or future combination or use, whether by [RELEASED ENTITY] or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of [RELEASED ENTITY] or [RELEASED ENTITY] Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

“**Control**” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“**Effective Date**” shall have the meaning ascribed to it in the preamble.

“**Entity**” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“**Licensed Product and Service**” shall mean any past, present or future product, software, technology, material or service (including any components, devices, data, media or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

¹ [*]

² [*]

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

“**Licensor**” shall have the meaning ascribed to it in the preamble.

“**Licensor Litigation**” shall mean [INSERT CASE NAME, NUMBER, AND JURISDICTION].

“**Patents**” shall mean: (i) the patents and patent applications identified on Schedule 1 and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a “**Patent**”.

“**Release Agreement**” shall have the meaning ascribed to it in the preamble.

“**[RELEASED ENTITY]**” shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Licensor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns, irrevocably release and absolutely discharge [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate, and each of [RELEASED ENTITY]’s and each [RELEASED ENTITY] Affiliate’s respective customers, suppliers, manufacturers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, of and from any and all Claims based in whole or in part on acts of [RELEASED ENTITY] or any [RELEASED ENTITY] Affiliate prior to the Effective Date of this Release Agreement.

Except with respect to the obligations created by or arising out of this Release Agreement, [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate, and each of their respective legal successors, heirs and assigns, release and absolutely discharge Licensor, and each of Licensor’s employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys’ fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Licensor Litigation.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Licensor Litigation, including those Claims involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

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

No Admission of Liability. The Parties agree that the settlement of the Licensor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Licensor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Licensor:

To [RELEASED PARTY]:

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in California, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the [_____] District of [_____] . Should the United States District Court for the [_____] District of [_____] lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of [_____] .

Representations and Warranties. Licensor represents and warrants that it is a [_____] company in good standing under the laws of the state of [_____] ; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Licensor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. [RELEASED ENTITY] represents and warrants that it is a [corporation] in good standing under the laws of the state of [_____] . [RELEASED ENTITY] further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. The terms of this Release Agreement, but not its existence, are confidential and not to be disclosed by either Party. The terms of this Release Agreement shall be confidential and shall not be disclosed to any person or entity not a Party to this Release Agreement, except for a Party's Affiliates and its and their attorneys, accountants, prospective licensees, and investors who are bound by the confidentiality provisions set forth herein, unless prior written consent is obtained from the other Party, or unless a court or administrative agency of the United States or a state thereof orders and/or requires such disclosure, or unless obligated pursuant to third party contractual obligations, provided, however, that in the event that such disclosure is required, the Parties will use good faith efforts to maintain the confidentiality of any terms of this Agreement that are not so required to be disclosed.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

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

Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

RELAY IP, INC.

By: _____

Name: _____

Title: _____

Date: _____

Agreed to:

[RELEASED ENTITY]

By: _____

Name: _____

Title: _____

Date: _____

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

SCHEDULE 1

PATENTS

Patent/Application Number	Country	Filing Date	Issue Date	Title
5,331,637	US	7/30/1993	7/19/1994	MULTICAST ROUTING USING CORE BASED TREES

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

EXHIBIT E

FORM OF DISMISSAL

IN THE UNITED STATES DISTRICT COURT
FOR THE [] DISTRICT OF []

[]

Plaintiff,

v.

[], ET AL.,

Defendants.

CIVIL ACTION NO. []-CV-[]

JOINT MOTION TO DISMISS

WHEREAS, Plaintiff [] (“Plaintiff”) and Defendant [] (“[]”)
have settled Plaintiff’s claims for relief against [] and []’s counterclaims for relief against Plaintiff asserted in this case.

NOW, THEREFORE, Plaintiff and [], through their attorneys of record, request this Court to dismiss Plaintiff’s
claims for relief against [] and []’s counterclaims for relief against Plaintiff, with prejudice and with all attorneys’ fees,
costs of court and expenses borne by the party incurring same.

_____, 20____

Respectfully submitted,

/s/ _____

/s/ _____

ATTORNEY FOR PLAINTIFF

[]

ATTORNEY FOR DEFENDANT

[]

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

IN THE UNITED STATES DISTRICT COURT
FOR THE [] DISTRICT OF []

LICENSOR[]
Plaintiff,

v.
[], ET AL.,

CIVIL ACTION NO. []-CV-[]

Defendants.

ORDER OF DISMISSAL WITH PREJUDICE

On this day, Plaintiff [] (“Plaintiff”) and Defendant and Counterclaim-Plaintiff [] (“[]”) announced to the Court that they have settled Plaintiff’s claims for relief against [] and []’s counterclaims for relief against Plaintiff asserted in this case. Plaintiff and [] have therefore requested that the Court dismiss Plaintiff’s claims for relief against [] and []’s counterclaims for relief against Plaintiff, with prejudice and with all attorneys’ fees, costs and expenses taxed against the party incurring same. The Court, having considered this request, is of the opinion that their request for dismissal should be granted.

IT IS THEREFORE ORDERED that Plaintiff’s claims for relief against [] and []’s counterclaims for relief against Plaintiff are dismissed with prejudice. IT IS FURTHER ORDERED that all attorneys’ fees, costs of court and expenses shall be borne by each party incurring the same.

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

EXHIBIT F

ENCUMBRANCES

Following is a complete list of all encumbrances, license agreements, covenants not to sue, security interests, and settlement agreements under the Patents in effect as of the Effective Date:

[*]

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

EXHIBIT G

[*]

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

A-25

EXHIBIT H

[*]

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

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EXHIBIT B

SAMPO – RPX PATENT LICENSE AND LICENSE OPTION AGREEMENT

This PATENT LICENSE AND LICENSE OPTION AGREEMENT (this “Agreement”) is entered into by and between Sampo IP, LLC, a limited liability company organized and existing under the laws of Virginia, with a principal place of business at 2331 Mill Road, Suite 100, Alexandria, VA 22314 (“Licensor”), and RPX Corporation, a Delaware corporation with a principal place of business at One Market Plaza, Steuart Tower, Suite 800, San Francisco, CA 94105 (“RPX”), on the date when this Agreement has been executed by both Licensor and RPX (the “Effective Date”). Each of RPX and Licensor is a “Party”, and collectively, are referenced as the “Parties”.

WHEREAS, Licensor is the sole and exclusive owner of, and has the right to license in the United States and throughout the world, the Patents (as defined below);

WHEREAS, RPX desires to acquire from Licensor a Patent License (as defined below), including the right to grant to RPX Licensees (as defined below) a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met;

WHEREAS, Licensor is willing to grant to RPX a Patent License, including the right to grant to RPX Licensees a sublicense of the same scope and duration as the Patent License, provided that the preconditions to the granting of such rights as described herein are met; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, RPX and Licensor agree as follows:

Definitions

As used herein, the following terms shall have the following meanings:

“Affiliate(s)” of an Entity shall mean any and all Entities, now or in the future and only for so long as the Control exists, that are Controlled, directly or indirectly, by the Entity. As used herein, and otherwise where applicable in the Agreement, the term “Affiliate” shall include the affiliate definitions set forth in Exhibit C attached hereto.

“Agreement” shall have the meaning ascribed to it in the preamble.

“Bankruptcy Code” shall have the meaning ascribed to it in Section 5.10.

“Claims” shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents, or which are (currently or in the future) or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims that are (currently or in the future) or were asserted in any Licensor Litigations, in each such case solely with respect to the Patents, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

“Combined Licensed Product and Service” shall mean any past, present or future combination or use, whether by an RPX Licensee or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of an RPX Licensee or an RPX Licensee Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

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

“Control” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of: (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“Covered Third Party” shall have the meaning ascribed to it in Section 1.2(c).

“Effective Date” shall have the meaning ascribed to it in the preamble.

“Entity” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“Expanded License Fee Payment” shall mean, with respect to each Option Company, the amount listed next to the name of such Option Company in Exhibit G.

“Form of Dismissal” shall mean the form notice of dismissal in Exhibit E attached hereto.

“License Fee” shall have the meaning ascribed to it in Section 1.1.

“Licensed Product and Service” shall mean any past, present or future product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof), at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import by or on behalf of an RPX Licensee or an RPX Licensee Affiliate, alone or in combination with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, transmittal, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of one or more Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

“Licensor” shall have the meaning ascribed to it in the preamble.

“Licensor Litigations” shall mean any and all lawsuits relating to any Patent filed at any time by Licensor in any state or federal court in the United States, in any court or tribunal in any foreign country, or before the United States International Trade Commission. Any one of the Licensor Litigations is a “Licensor Litigation”.

“Licensor Litigation Defendants” shall mean the parties adverse to Licensor in any Licensor Litigation. Any one of the Licensor Litigation Defendants is a “Licensor Litigation Defendant”.

“Option Companies” shall mean the Entities identified in Exhibit G (that are not RPX Members identified in Exhibit A), each such Entity’s Affiliates and any business unit or division that such Entity may divest while such Entity’s RPX membership agreement is in effect. Each such Entity is an “Option Company”.

“Party” and “Parties” shall have the meanings ascribed to them in the preamble.

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

“Patent License” shall mean a royalty-free, fully paid-up, irrevocable, non-exclusive worldwide license under the Patents to make, have made, use, have used, sell, lease, have leased, import, offer for sale, have offered for sale, have sold, copy, develop, have developed, operate, market, have marketed, import, have imported, own, order, design, purchase, practice, obtain, keep, acquire, receive, build, deliver, host, distribute, have distributed, provide, supply, export, have exported, and otherwise commercially exploit or dispose of any Licensed Product and Service, and for which the term of such license under the Patents shall extend to the expiration of each patent comprising the Patents.

“Patents” shall mean: (i) the patents and patent applications identified on Exhibit B and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to (directly or indirectly), or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority (directly or indirectly) or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a “Patent”.

“PTO” shall mean the United States Patent & Trademark Office.

“Release and Dismissal Obligations” shall mean Licensor immediately (i) executing a written release agreement containing terms that are substantially similar in scope and effect as the Release Terms, and (ii) with respect to any Licensor Litigation Defendant, taking all actions and making all necessary filings to resolve all disputes with respect to such Licensor Litigation Defendant relating to or arising out of the Licensor Litigations, including without limitation executing and filing a dismissal “with prejudice” substantially similar in form and effect to the Form of Dismissal (or, with respect to any Licensor Litigation in a non-U.S. jurisdiction, a dismissal “with prejudice” in such form as is appropriate for the relevant jurisdiction).

“Release Terms” shall mean the terms and conditions in Exhibit D attached hereto.

“RPX” shall have the meaning ascribed to it in the preamble.

“RPX Licensee” shall have the meaning ascribed to it in Section 1.2(a).

“RPX Member” shall mean (i) each Entity identified in Exhibit A, each such Entity’s Affiliates, and any business unit or division that such Entity may divest while such Entity’s RPX membership agreement is in effect, and (ii) each Entity (except any Licensor Litigation Defendant) that signs an RPX membership agreement after the Effective Date, each such Entity’s Affiliates, and any business unit or division that such Entity may divest while such Entity’s RPX membership agreement is in effect.

“Section 1542” shall have the meaning ascribed to it in Section 4.3(b).

“Underlying Claim” shall have the meaning ascribed to it in Section 4.2(b).

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

Section 1. Fees, Patent License and License Option

1.1 Fees. The Parties hereby acknowledge the existence of that Patent Rights Agreement entered into between Marathon Patent Group, Inc. and RPX, dated March __, 2014, (the "Patent Rights Agreement"), and hereby acknowledge the receipt and sufficiency of good and valuable consideration (the "License Fee") for all terms and conditions set forth in this Agreement.

1.2 Patent License and License Option.

(a) Effective upon RPX's payment to Licensor of the License Fee, Licensor shall automatically be deemed to grant, and does hereby grant, to RPX the Patent License, which Patent License shall include:

(i) the exclusive and irrevocable right of RPX, beginning on the Effective Date, to grant sublicenses under the Patent License to all RPX Members;

(ii) the non-exclusive and irrevocable right of RPX, beginning on the Effective Date and continuing for the later of: (A) twelve (12) months after the Effective Date or (B) six (6) months after the date on which an Entity is named as a Licensor Litigation Defendant, to grant a sublicense (and release) under the Patent License to each of any two (2) Entities that was named as a Licensor Litigation Defendant; and

(iii) the non-exclusive and irrevocable right of RPX, beginning on the Effective Date and continuing for the twelve (12) month period thereafter, to grant sublicenses under the Patent License to each of the Option Companies; provided, that RPX has paid to Licensor the applicable Expanded License Fee Payment for each such sublicense granted under this Section 1.2(a)(iii); provided further, that RPX's right in this Section 1.2(a)(iii) shall expire with respect to a particular Option Company on the later of (A) twelve (12) months from the Effective Date; or (B) six (6) months from the date that such Option Company is named for the first time in a Licensor Litigation.

The Patent License shall also include the express right of RPX to release the foregoing sublicensees from all claims for damages for past, present and future infringement of the Patents. Upon the Effective Date, any Entity that is granted a sublicense by RPX (directly or indirectly) in accordance with Section 1.2(a)(i) or Section 1.2(a)(ii) shall be deemed an "RPX Licensee" for purposes of this Agreement. Furthermore, upon RPX's payment of any Expanded License Fee Payment, as applicable, any Entity that is granted a sublicense by RPX (directly or indirectly) in accordance with Section 1.2(a)(iii) shall also be deemed an "RPX Licensee" for purposes of this Agreement. The definition of "RPX Licensee" expressly excludes any future members that join RPX after the Effective Date (other than with respect to Option Companies where RPX has paid the Expanded License Fee Payment), except with respect to any Entity that become an Affiliate of any RPX Member or Entity that was granted a sublicense under the Patent License in accordance with this Section 1.2(a).

(b) Within ten (10) business days of the Effective Date, Licensor shall immediately complete the Release and Dismissal Obligations with respect to any RPX Members and their Affiliates that are or were Licensor Litigation Defendants, including each of their respective Affiliates. Upon RPX providing Licensor with written notice that RPX has granted a sublicense to any Option Company pursuant to Section 1.2(a)(iii) and paying Licensor the applicable Expanded License Fee Payment for such Option Company, Licensor shall immediately complete the Release and Dismissal Obligations with respect to such Option Company (including any respective Affiliates) in the event such Option Company or any of its Affiliates is a Licensor Litigation Defendant.

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(c) The sublicense (and release) that RPX grants in accordance with Section 1.2(a) to any Entity under the Patent License shall be deemed to be a further sublicense (and release) to that Entity's Affiliates ("RPX Licensee Affiliates"), and such RPX Licensees' and RPX Licensee Affiliates' direct and indirect customers, have-made vendors, developers, distributors, suppliers, other contractors, licensees, and end users solely to the extent such third parties make, have made, use, purchase, provide, host, sell, lease, distribute, supply, export, import, or offer for sale any Licensed Product and Service (each, a "Covered Third Party"). Each RPX Licensee shall have the right, consistent with this Section 1.2(c), to grant specific non-sublicensable, non-assignable sublicenses to its Covered Third Parties with respect to such RPX Licensee's or its Affiliates' Licensed Products and Services.

Section 2. Representations and Warranties

2.1 Representations and Warranties of Licensor. Licensor, on behalf of itself and its Affiliates, represents and warrants that, as of the Effective Date:

(a) it has all requisite legal right, power, and authority to execute and deliver all documents required to be executed (including this Agreement), and to perform all of its obligations under and grant all rights in accordance with this Agreement;

(b) it has good and marketable title to the Patents (including, without limitation, all right, title, and interest in the Patents and the right to sue for past, present and future infringements thereof); Licensor has the legal right to grant the Patent License set forth in Section 1.2 to RPX, **and, subject to confidentiality provisions (if applicable),** it has provided to RPX accurate and complete copies of all agreements under which it obtained by assignment or otherwise such title to the Patents;

(c) the Patents are not subject to any licenses, covenants not to sue, liens, security interests, or other encumbrances that would impair the rights granted hereunder, and, to the best of Licensor's knowledge, except for the Patent License granted in Section 1 of this Agreement and any licenses, covenants not to sue, liens, security interests, settlement agreements or other encumbrances identified in Exhibit F attached hereto, the Patents are not subject to any licenses, covenants not to sue, liens, security interests, or other encumbrances;

(d) to the best of Licensor's knowledge, the inventions and discoveries described in the Patents were made solely by the inventor(s) named in the Patents, without misappropriation of any trade secrets, confidential information, or other rights of any person, and no other party has any rights with respect to any such inventions or to the Patents;

(e) all maintenance fees, annuities and other payments owed to the PTO or any foreign patent office in connection with the Patents have been timely paid and are current as of the Effective Date;

(f) it has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder;

(g) (i) except for the Patent License granted in Section 1 of this Agreement, and except for the encumbrances set forth on Exhibit F attached hereto, no other **Entity has any license or similar rights with respect to the Patents or any such inventions or discoveries described in the Patents;** and (ii) there has been no previous sale, transfer, assignment or other grant of rights under the Patents or any other agreement by Licensor that affects, in any manner, title to, or RPX's or any RPX Licensee's enjoyment of, the Patents or the underlying inventions, including, but not limited to, an assignment of full or partial rights in or to one or more of the Patents, an exclusive license to one or more of the Patents, or a right or option to obtain an exclusive license;

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- (h) performance of this Agreement does not and will not conflict with or result in a breach of any agreement to which it is bound;
- (i) other than the Licensor Litigations, the Patents have not been asserted against any third party, in a licensing, litigation or other context, in a manner in which the third party (i) has been accused of infringing the Patents or (ii) has standing to bring a declaratory judgment action;
- (j) other than as related to the Licensor Litigations, the Patents are not and have not been the subject of any pending or past litigation, or to the knowledge of Licensor following reasonable due diligence and investigation, any reexamination, reissue or interference proceeding, or other *inter partes* legal proceeding before any tribunal of competent jurisdiction;
- (k) no patent claim in the Patents has been adjudicated to be invalid or unenforceable, in whole or in part, for any reason, in any administrative, arbitration, or judicial proceeding before a tribunal of competent jurisdiction, and Licensor has not received notice from any third party threatening the filing of any such proceeding except for any notice from any Licensor Defendant in connection with a Licensor Litigation;
- (l) to the best of Licensor's knowledge, other than as asserted in affirmative defenses, counterclaims, or otherwise related to the Licensor Litigations, none of the inventors of the Patents nor their counsel: (i) intentionally failed to disclose any material, non-cumulative prior art references to the PTO or any foreign patent offices requiring such disclosure in connection with the prosecution of any Patents; (ii) made any material misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Patents; or (iii) engaged in any act or omission inconsistent with the duty of candor owed to the PTO or to any foreign patent offices;
- (m) Licensor does not own any right, title or interest in, or have exclusive license rights under, any patents or patent applications other than the Patents. To the extent that on the Effective Date, Licensor owns any right, title or interest in, or has exclusive license rights under, any patents or patent applications that are not expressly listed on Exhibit B, their omission from Exhibit B was inadvertent and such patents and patent applications were intended to be, and shall be treated as if they were, included on Exhibit B; and
- (n) other than as asserted in affirmative defenses, counterclaims, or otherwise in the Licensor Litigations, there is no pending or, to the knowledge of Licensor, threatened claim that the practice of the inventions described in the Patents infringes any patents or patent applications of any third party and, to the knowledge of Licensor, there is no basis for any such claim.

2.2 Representations and Warranties of RPX. RPX represents and warrants that it has all requisite legal right, power, and authority to execute, deliver, and perform this Agreement.

Section 3. Covenants of Licensor. In addition to and without limiting any other covenants contained in this Agreement, Licensor, on behalf of itself and its Affiliates, further covenants as follows:

- (a) it will not enter into any agreement that would materially impair or conflict with its obligations hereunder;
- (b) other than with respect to any debt or similar financing, it will not pledge the Patents as collateral for any obligation or grant or cause any lien or security interest to be filed against or otherwise attach to the Patents or otherwise encumber the Patents;

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(c) in the event it transfers, assigns or conveys any interest in and to the Patents to any third party (including any Affiliates) other than to RPX or RPX's Affiliates, it will obligate such third party to agree in writing to abide by all covenants, releases, rights and obligations owed under this Agreement by Licensor and to take the Patents subject to the Patent License granted by Licensor hereunder and subject to any sublicense (and release) granted by RPX in accordance with Section 1;

(d) it shall take all commercially reasonable actions to maintain and defend the Patents, including without limitation timely paying all maintenance fees, annuities and the like due or payable on the Patents in the PTO and any foreign patent offices;

(e) it shall pay all taxes (including, without limitation, sales and value added taxes) imposed on Licensor by the national government, and any state, local or other political subdivision thereof, of any country in which Licensor is subject to taxation, as the result of RPX's furnishing consideration under this Agreement and/or the Patent Rights Agreement;

(f) following the Effective Date, neither Licensor nor any of its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) RPX, any RPX Affiliate, any RPX Member, any RPX Licensee, any RPX Licensee Affiliate, or any other Entity that has been granted a sublicense hereunder for direct or indirect infringement (including, without limitation, inducement or contributory infringement) under any Patent after the Effective Date or such date RPX has paid any Expanded License Fee Payment(s), as applicable, and neither Licensor nor its Affiliates will sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any such RPX Member's, RPX Licensee's, or RPX Licensee Affiliate's customers, suppliers, manufacturers or distributors for direct or indirect infringement (including, without limitation, inducement or contributory infringement) under any Patent after the Effective Date or such date RPX has paid any Expanded License Fee Payment(s), as applicable, with respect to any such RPX Member's, RPX Licensee's, or RPX Licensee Affiliate's Licensed Product and Service;

(g) following the Effective Date, in the event that RPX provides written notice to Licensor that Licensor has sued or threatened to sue (or instructed, encouraged, or aided a third party to sue or threaten to sue) any Entity in violation of Section 3(f), Licensor will immediately cease making any such threats and promptly dismiss, with prejudice, any such lawsuit (or other adversarial proceeding), and, to the extent Licensor fails to take such action within five (5) days following the written notice from RPX, Licensor will promptly reimburse RPX and such damaged Entity, as applicable, for any reasonable costs (including reasonable attorney fees) incurred as a result of such threat or lawsuit;

(h) after the Effective Date, Licensor shall not acquire any right, title or interest in, or exclusive license rights under, any patents or patent applications other than the Patents; and

(i) Licensor shall give RPX prompt written notice of any license under any Patents or covenants not to sue under any Patents, which notice shall include any identification of the party involved and confirmation of whether any license or covenant under any Patents has been granted by Licensor.

Section 4. Disclaimers, Indemnification and Releases

4.1 Disclaimer. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3 ABOVE, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 2 AND 3, NEITHER PARTY GIVES THE OTHER PARTY ANY ASSURANCE:

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(A) REGARDING THE PATENTABILITY OF ANY CLAIMED INVENTION IN, OR THE VALIDITY, OF ANY PATENT, OR

(B) THAT THE MANUFACTURE, USE, SALE, OFFERING FOR SALE, IMPORTATION, EXPORTATION, OR OTHER DISTRIBUTION OF ANY LICENSED PRODUCT AND SERVICE DISCLOSED AND CLAIMED IN ANY PATENT BY ANY LICENSEE, SUBLICENSEE OR ANYONE ELSE WILL OR WILL NOT CONSTITUTE AN INFRINGEMENT OF SUCH RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSONS OR ENTITIES.

4.2. Indemnification.

(a) Licensor shall defend, indemnify and hold harmless RPX and its Affiliates, and their directors, officers, agents and employees from and against any and all actual or pending claims, losses, expenses damages or other liabilities (including reasonable attorneys' fees), including those incurred in any dispute between the Parties, arising from Licensor's breach under this Section 4.2(a), with any third party, or in any enforcement of this provision, arising out of, relating to, or based upon Licensor's or any of its Affiliates' material breach of any representation, warranty or covenant in this Agreement.

(b) In addition to any other remedies available to RPX, in the event RPX shall have a claim under Section 4.2(a), RPX shall promptly notify Licensor in writing of the claim, action, suit, proceeding or other circumstances giving rise to the claim for indemnification (collectively, the "Underlying Claim"); provided, however, that the failure to give such notice shall release Licensor of its indemnification obligations only to the extent that Licensor is prejudiced by such failure. Upon receipt of such notice of an Underlying Claim, Licensor may, by written notice to RPX delivered within thirty (30) business days of receiving such notice of the Underlying Claim, assume the sole defense and control of any third-party claim with its own counsel and at its own expense but shall allow RPX (or its applicable Affiliates) a reasonable opportunity to participate in the defense of such third-party claim with its own counsel and at its own expense. RPX (or its applicable Affiliates) may take any actions reasonably necessary to defend such third-party claim prior to the time that it receives a notice as contemplated by the preceding sentence. Licensor shall not settle any such claim other than for the payment of money without the prior written consent of RPX (or the applicable Affiliate), which consent shall not be unreasonably withheld or delayed. RPX will provide Licensor, at Licensor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the Underlying Claim. Licensor's total liability under this Section 4.2 shall be limited to amounts received by Licensor under this Agreement plus the Patent Rights Agreement.

4.3 Release.

(a) Effective upon the Effective Date, Licensor shall automatically be deemed to, and does hereby, forever waive and release all Claims, known or unknown, that Licensor may have against RPX, any RPX Affiliate, any RPX Member, any RPX Licensee, or any other Entity granted a sublicense under the Patents in accordance with Section 1.2.

(b) Licensor understands and agrees that the releases set forth in Section 4.3(a) shall extend to any and all Claims described in Section 4.3(a) of every nature and kind whatsoever, whether such Claims are known or unknown, suspected or unsuspected, and any and all rights that may exist under Section 1542 of the California Civil Code ("Section 1542") within the scope of the release set forth in Section 4.3(a) are expressly waived. Licensor expressly acknowledges that it has read Section 1542, which provides as follows:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensors understand and agree that Section 1542, if applicable herein, gives it the right not to release existing claims of which it is not now aware of and does not suspect to exist, unless it voluntarily chooses to waive this right. Even though Licensor is aware of this right, it nevertheless hereby voluntarily waives the right described in Section 1542, and elects to assume all risks for Claims with respect to the Patents that now exist in its favor, known or unknown, arising from the subject matter of the release set forth in Section 4.3(a), and expressly waives any rights under any other statutes or common law principles of similar effect. If, contrary to the specific intent of Licensor, any Claims with respect to the Patents released under Section 4.3(a) are deemed to exist or survive despite the releases given in Section 4.3(a) above, Licensor hereby forever, expressly and irrevocably waives entitlement to all such released Claims with respect to the Patents, known and unknown, prior to the Effective Date, and it is expressly agreed that the provisions of Section 1542 do not apply.

Section 5. Miscellaneous

5.1 Binding Effect and Assignment. This Agreement shall not be binding upon the Parties until it has been signed herein below by or on behalf of each Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective Affiliates, successors and assigns. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed as aforesaid. The Patent License and any sublicenses granted and/or included therein pursuant to Section 1.2 are for the benefit of RPX, RPX Licensees, RPX Licensee Affiliates, and each of their respective Covered Third Parties, and RPX and RPX Licensees can legally enforce such licenses and sublicenses, as well as the terms of this Agreement, against Licensor.

5.2 Notices. Notices and other communications relevant to this Agreement or to any of the Patents shall be sent by facsimile, electronic mail, hand delivery, or by registered or certified mail to the following address, or to such other address as may be given by notice hereafter, and shall be effective upon sending, if sent by facsimile, as proven by a fax confirmation page, or if sent by electronic mail, as proven by electronic date stamp, or upon receipt if sent by registered or certified mail, as proven by a post office delivery receipt:

For Licensor:

Sampo IP, LLC
2331 Mill Road
Suite 100
Alexandria, VA 22314
Fax number: 703-997-7320
Email: legal@marathonpg.com

Copy to:
c/o Chief Executive Officer
Dominion Harbor Group, LLC
2555 N. Pearl Street #2003
Dallas, Texas 75201

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For RPX:

RPX Corporation
One Market Plaza, Steuart Tower, Suite 800
San Francisco, CA 94105
Fax No.: (415) 728-9258
ATTN: Chief Executive Officer
Email: legal@rpxcorp.com

5.3 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties.

5.4 Governing Law. This Agreement, including its formation, shall be governed by and construed, and the legal relations between the Parties hereto shall be determined, in accordance with the law of the State of California, United States of America, as such law applies to contracts signed and fully performed in such State, without regard to the principles of conflicts of law thereof.

5.5 Section Headings. The headings of sections are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.6 Confidentiality. Neither Party hereto shall disclose the terms of this Agreement to any third party, without the prior written consent of the other Party. This obligation is subject to the following exceptions: (a) disclosure by the Parties and their Affiliates is permissible if required by government or court order, provided that the disclosing Party first gives the other Party prior written notice in order to enable that Party to seek a protective order or motion to quash (or other equivalent protection), such permissible disclosure limited to the terms legally required to be disclosed; (b) disclosure by the Parties and their Affiliates is permissible if otherwise required by law or any applicable securities exchange rules or regulations, such permissible disclosure limited to the terms legally required to be disclosed; (c) the Parties and their Affiliates may disclose this Agreement or its contents to the extent reasonably necessary, on a confidential basis, to its accountants, attorneys, and financial advisors; (d) RPX and its Affiliates may disclose the non-financial terms of this Agreement to any RPX Members and any other potential sublicensees of the Patents; (e) either Party may disclose any information that was made publicly available without a breach of this Agreement; (f) RPX may issue a press release (without disclosing any financial terms) following the execution of this Agreement to announce the consummation of this transaction; and (g) Licensor's ultimate parent Entity, Marathon Patent Group, will initially file a related Securities and Exchange Commission (SEC) form 8-K solely as set forth in Exhibit H attached hereto.

5.7 Entire Agreement. This Agreement, including Exhibits A-H attached hereto, embodies the entire understanding of and agreement between the Parties with respect to the Patents and merges and supersedes all prior agreements, understandings, negotiations, and discussions between the Parties. Neither Party shall be bound by any condition, definition, warranty, understanding or representation with respect to the subject matter hereof other than as expressly provided herein.

5.8 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

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5.9 Relationship of the Parties. Nothing contained herein, or done in pursuance of this Agreement, will constitute the Parties entering into a joint venture or partnership or will constitute either Party hereto being the agent for the other Party for any purpose or in any sense whatsoever.

5.10 Licenses of Intellectual Property. All rights, licenses and releases granted by Licensor directly or indirectly to RPX, RPX Affiliates, RPX Members, and RPX Licensees (including each such Entity's Affiliates) are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the United States Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties hereto agree that RPX, RPX Affiliates, RPX Members, and RPX Licensees (including each such Entity's Affiliates), as licensees or sublicensees of rights granted in this Agreement, shall retain and may fully exercise all their rights and elections under the Bankruptcy Code. The Parties hereto further agree that, in the event that any proceeding shall be instituted by or against Licensor seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or it shall take any action to authorize any of the foregoing actions, the opposite Parties shall have the right to retain and enforce their rights under this Agreement, provided that they remain in full compliance with the terms and conditions of this Agreement.

5.11 Authorship. Neither Party shall be considered the author of this Agreement for the purpose of interpreting any provision herein.

5.12 Acknowledgement. Licensor acknowledges that nothing in this Agreement shall require or shall be construed to require RPX or any RPX Affiliate to sue or threaten to sue (or instruct, encourage, or aid a third party to sue or threaten to sue) any Entity.

5.13 Termination and Survival. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. For the avoidance of doubt, the Patent License granted by Licensor to RPX hereunder, RPX's right to grant sublicenses in accordance with Section 1, all sublicenses granted by RPX in accordance with Section 1, and all releases and covenants given by Licensor shall survive termination or expiration of this Agreement.

[The remainder of this page is blank; signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

SAMPO IP, LLC

RPX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A

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EXHIBIT B

PATENTS

Patent/Application Number	Country	Filing Date	Issue Date	Title
6,161,149	US	3/13/1998	12/12/2000	SYSTEM FOR COMMUNICATING INFORMATION AMONG MEMBERS OF A DISTRIBUTED DISCUSSION GROUP RECEIVING A CHANNEL IN A NOTICE FOR AUTOMATIC ACCESSING THE INFORMATION
6,772,229 (CIP of '149)	US	11/13/2000	8/3/2004	CENTRIFUGAL COMMUNICATION AND COLLABORATION METHOD
2006-0090013 (CON of '229) (abandoned)	US	7/9/2004	N/A	GROUP COMMUNICATION AND COLLABORATION METHOD
8,015,495 (CON of '229)	US	2/28/2003	9/6/2011	CENTRIFUGAL COMMUNICATION AND COLLABORATION METHOD
2012-0158869 (CON of '495) (pending)	US	7/22/2011	N/A	CENTRIFUGAL COMMUNICATION AND COLLABORATION METHOD

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EXHIBIT C

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EXHIBIT D

RELEASE TERMS

This RELEASE AGREEMENT (“**Release Agreement**”) is entered into by and between Sampo IP, LLC, a limited liability company organized and existing under the laws of Virginia, with a principal place of business at 2331 Mill Road, Suite 100, Alexandria, VA 22314 (including its Affiliates, as defined below) (“**Licensor**”), and [_____] a [_____] corporation with a principal place of business at [_____] (including its Affiliates), “[**RELEASED ENTITY**]”, on the last date when this Release Agreement has been executed by both Licensor and [RELEASED ENTITY] (the “**Effective Date**”).

“**Affiliate(s)**² of an Entity shall mean any and all Entities, past, present, or future, that are or were Controlled, directly or indirectly, by the Entity, but only for so long as such Control existed or exists.

“**Claims**” shall mean any and all claims, counterclaims, third-party claims, contribution claims, indemnity claims, demands, actions, liabilities, damages, losses, causes of action, and all other claims of every kind and nature in law or equity, whether arising under state, federal, international or other law, which arise from or relate to in any way the Patents or which are or were asserted in, could have been asserted in, or which arise from the same transactions or occurrences as those claims asserted in the Licensor Litigation, whether such claims are absolute or contingent, in tort, contract or otherwise, direct or indirect, past, present or future, known or unknown, that exist or may have existed prior to the Effective Date.

“**Combined Licensed Product and Service**” shall mean any past, present or future combination or use, whether by [RELEASED ENTITY] or a third party, of a Licensed Product and Service with any other product, service, technology, or material, only if a portion of such Licensed Product and Service provided by or on behalf of [RELEASED ENTITY] or [RELEASED ENTITY] Affiliate satisfies, in whole or in part, an element or a step of a claim in any Patent.

“**Control**” shall mean the legal, beneficial, and/or equitable ownership of more than fifty percent (50%) of (i) the voting power representing the right to vote for directors or other managing authority, (ii) equity ownership interest in an Entity, or (iii) other ownership interest in an Entity.

“**Effective Date**” shall have the meaning ascribed to it in the preamble.

“**Entity**” shall mean a corporation, association, partnership, business trust, joint venture, limited liability company, proprietorship, unincorporated association, individual or other entity that can exercise independent legal standing.

“**Licensed Product and Service**” shall mean any past, present or future product, software, technology, material or service (including any components, devices, data, media or any other portions thereof) at any time, made, have made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import alone or in combination with other products, software, technology, materials and services, the manufacture, use, purchase, provision, hosting, sale, lease, license, distribution, export, import (or offer for sale, lease or import) of which would result in infringement (direct, indirect, or otherwise) of any Patents, irrespective of whether the product, service, software, technology, or material (including any components, devices, data, media, or any other portions thereof) were or had been made, used, purchased, provided, hosted, sold, leased, licensed, distributed, transmitted, exported, imported or offered for sale, lease, or import in the United States. Licensed Product and Service will include any Combined Licensed Product and Service.

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

“**Licensor**” shall have the meaning ascribed to it in the preamble.

“**Licensor Litigation**” shall mean [INSERT CASE NAME, NUMBER, AND JURISDICTION].

“**Patents**” shall mean: (i) the patents and patent applications identified on Schedule 1 and any and all foreign counterparts of any of the foregoing; (ii) any and all patents that have issued or may issue from any of the patents or patent applications described in (i) of this definition; (iii) any and all patents and patent applications that, in whole or in part, claim priority to, or the benefit of the filing date of, any of the patents or patent applications described in (i) or (ii) of this definition, including any and all child, continuation, continuation-in-part, continuing prosecution, divisional, provisional, non-provisional, reissue, reexamination, substitution, extension and counterpart patents and patent applications of any of the patents or patents applications described in (i) or (ii) of this definition; (iv) any and all patents and patent applications from which any of the patents or patent applications described in (i) or (ii) of this definition, in whole or in part, claim the benefit of priority or otherwise claim the benefit of the filing date, including any and all parent patents or patent applications of any of the patents or patent applications described in (i) or (ii) of this definition; and (v) any and all extensions or renewals of any of the patent or patent applications described in this definition. Any one of the foregoing is a “Patent”.

“**Release Agreement**” shall have the meaning ascribed to it in the preamble.

“**[RELEASED ENTITY]**” shall have the meaning ascribed to it in the preamble.

Mutual Release.

Except with respect to the obligations created by or arising out of this Release Agreement, Licensor does hereby for itself and its respective legal successors, Affiliates, heirs and assigns, irrevocably release and absolutely discharge [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate, and each of [RELEASED ENTITY]'s and each [RELEASED ENTITY] Affiliate's respective customers, suppliers, manufacturers, employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, of and from any and all Claims based in whole or in part on acts of [RELEASED ENTITY] or any [RELEASED ENTITY] Affiliate prior to the Effective Date of this Release Agreement.

Except with respect to the obligations created by or arising out of this Release Agreement, [RELEASED ENTITY], each [RELEASED ENTITY] Affiliate, and each of their respective legal successors, heirs and assigns, release and absolutely discharge Licensor, and each of Licensor's employees, representatives, agents, officers, directors, parents, subsidiaries, past and present, solely of and from any and all Claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys' fees, actions and causes of action of every kind and nature whatever, arising out of the institution, filing, prosecution and resolution of the Licensor Litigation.

The parties acknowledge and agree that this Release Agreement fully and finally releases and forever resolves the Licensor Litigation, including those Claims involving the Patents and the Licensed Products and Services that are unknown, unanticipated or unsuspected or that may hereafter arise as a result of the discovery of new and/or additional facts. The parties acknowledge and understand the significance and potential consequence of the release of unknown claims. The parties intend that the claims released under this Release Agreement be construed as broadly as possible and agree to waive and relinquish all rights and benefits each may have under Section 1542 of the Civil Code of the State of California, or any similar statute or law of any other jurisdiction. Section 1542 reads as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

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No Admission of Liability. The Parties agree that the settlement of the Licensor Litigation is intended solely as a compromise of the disputed claims, and without any acknowledgment of liability, fault, damages, or any other merits of the Licensor Litigation.

Notice. Any notice or communication required or permitted to be given by either Party hereunder shall be in written form and shall be considered to be sufficiently given if mailed by registered or certified mail or transmitted by overnight courier, addressed to the Parties hereto as follows:

To Licensor:

To [RELEASED PARTY]:

Or to such changed address as the addressee shall have specified by written notice in accordance with this provision.

Governing Law. The Parties hereto agree that this Release Agreement shall be considered to have been made in, and construed and interpreted in accordance with the substantive laws of the State of California of the United States of America.

Disputes. The Parties hereto shall use their best efforts to resolve by mutual agreement any disputes, controversies or differences that may arise from, under, out of or in connection with the Release Agreement. If any such disputes, controversies or differences cannot be settled between the Parties hereto within thirty (30) days, they shall be finally brought in federal district court in California, and the Parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the [_____] District of [_____]. Should the United States District Court for the [_____] District of [_____] lack jurisdiction, the Parties hereby submit to the exclusive jurisdiction of the state courts of the State of [_____].

Representations and Warranties. Licensor represents and warrants that it is a [_____] company in good standing under the laws of the state of [_____]; that it has the authority to enter into this Agreement; and that this Agreement is valid, binding and enforceable in accordance with its terms. Licensor further represents and warrants that it has sufficient right, title, and interest to grant the release conveyed in this Release Agreement. [RELEASED ENTITY] represents and warrants that it is a [corporation] in good standing under the laws of the state of [_____]. [RELEASED ENTITY] further represents and warrants that it has the authority to enter into this Release Agreement; and that this Release Agreement is valid, binding and enforceable in accordance with its terms.

Confidentiality. The terms of this Release Agreement, but not its existence, are confidential and not to be disclosed by either Party. The terms of this Release Agreement shall be confidential and shall not be disclosed to any person or entity not a Party to this Release Agreement, except for a Party's Affiliates and its and their attorneys, accountants, prospective licensees, and investors who are bound by the confidentiality provisions set forth herein, unless prior written consent is obtained from the other Party, or unless a court or administrative agency of the United States or a state thereof orders and/or requires such disclosure, or unless obligated pursuant to third party contractual obligations, provided, however, that in the event that such disclosure is required, the Parties will use good faith efforts to maintain the confidentiality of any terms of this Agreement that are not so required to be disclosed.

No Right to Terminate. Neither Party may terminate this Release Agreement without the express, written consent of the other Party.

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Entire Agreement. This Release Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written and oral prior agreements and understandings with respect thereto. No variation or modification of the terms of this Release Agreement, nor any waiver of any of the terms or provisions hereof, shall be valid unless in writing and signed by an authorized representative of each Party.

Counterparts. This Release Agreement may be executed in two counterparts in the English language and each such counterpart shall be deemed an original thereof. Facsimile signatures or signatures delivered by e-mail in .pdf or similar format will be deemed original signatures for purposes of this Release Agreement.

[The remainder of this page is blank; signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Agreement on behalf of his or her respective Party.

Agreed to:

Agreed to:

SAMPO IP, LLC

[RELEASED ENTITY]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SCHEDULE 1

PATENTS

Patent/Application Number	Country	Filing Date	Issue Date	Title
6,161,149	US	3/13/1998	12/12/2000	SYSTEM FOR COMMUNICATING INFORMATION AMONG MEMBERS OF A DISTRIBUTED DISCUSSION GROUP RECEIVING A CHANNEL IN A NOTICE FOR AUTOMATIC ACCESSING THE INFORMATION
6,772,229 (CIP of '149)	US	11/13/2000	8/3/2004	CENTRIFUGAL COMMUNICATION AND COLLABORATION METHOD
2006-0090013 (CON of '229) (abandoned)	US	7/9/2004	N/A	GROUP COMMUNICATION AND COLLABORATION METHOD
8,015,495 (CON of '229)	US	2/28/2003	9/6/2011	CENTRIFUGAL COMMUNICATION AND COLLABORATION METHOD
2012-0158869 (CON of '495) (pending)	US	7/22/2011	N/A	CENTRIFUGAL COMMUNICATION AND COLLABORATION METHOD

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EXHIBIT E

FORM OF DISMISSAL

IN THE UNITED STATES DISTRICT COURT
FOR THE [] DISTRICT OF []

[]

Plaintiff,

v.

[], ET AL.,

CIVIL ACTION NO. []-CV-[]

Defendants.

JOINT MOTION TO DISMISS

WHEREAS, Plaintiff [] (“Plaintiff”) and Defendant [] (“[]”)
have settled Plaintiff’s claims for relief against [] and []’s counterclaims for relief against Plaintiff asserted in this case.

NOW, THEREFORE, Plaintiff and [], through their attorneys of record, request this Court to dismiss Plaintiff’s
claims for relief against [] and []’s counterclaims for relief against Plaintiff, with prejudice and with all attorneys’ fees,
costs of court and expenses borne by the party incurring same.

_____, 20____

Respectfully submitted,

/s/ _____

/s/ _____

ATTORNEY FOR PLAINTIFF

[]

ATTORNEY FOR DEFENDANT

[]

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TREATMENT AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE
COMMISSION.

IN THE UNITED STATES DISTRICT COURT
FOR THE [] DISTRICT OF []

LICENSOR[]
Plaintiff,

v.
[], ET AL.,

CIVIL ACTION NO. []-CV-[]

Defendants.

ORDER OF DISMISSAL WITH PREJUDICE

On this day, Plaintiff [] (“Plaintiff”) and Defendant and Counterclaim-Plaintiff [] (“[]”) announced to the Court that they have settled Plaintiff’s claims for relief against [] and []’s counterclaims for relief against Plaintiff asserted in this case. Plaintiff and [] have therefore requested that the Court dismiss Plaintiff’s claims for relief against [] and []’s counterclaims for relief against Plaintiff, with prejudice and with all attorneys’ fees, costs and expenses taxed against the party incurring same. The Court, having considered this request, is of the opinion that their request for dismissal should be granted.

IT IS THEREFORE ORDERED that Plaintiff’s claims for relief against [] and []’s counterclaims for relief against Plaintiff are dismissed with prejudice. IT IS FURTHER ORDERED that all attorneys’ fees, costs of court and expenses shall be borne by each party incurring the same.

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EXHIBIT F

ENCUMBRANCES

Following is a complete list of all encumbrances, license agreements, covenants not to sue, security interests, and settlement agreements under the Patents in effect as of the Effective Date:

[*]

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EXHIBIT G

[*]

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EXHIBIT H

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

COMMISSION.

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND
PRINCIPAL FINANCIAL AND ACCOUNTING OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Doug Croxall, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of Marathon Patent Group, Inc.;

2. Based on my knowledge, this quarterly 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly 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 controls 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 for the period in which this quarterly 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;
- 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 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

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

a) all significant deficiencies and material weaknesses in the design or operation of internal controls 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 controls over financial reporting.

Dated: July 1, 2014

By:

/s/ Doug Croxall

Doug Croxall

Chief Executive Officer and Chairman (Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND
PRINCIPAL FINANCIAL AND ACCOUNTING OFFICER
PURSUANT TO SECTION 302 OF THE
SARBANES-OXLEY ACT OF 2002**

I, Francis Knuettel II, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A of Marathon Patent Group, Inc.;

2. Based on my knowledge, this quarterly 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly 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 controls 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 for the period in which this quarterly 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;
- 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 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

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

a) all significant deficiencies and material weaknesses in the design or operation of internal controls 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 controls over financial reporting.

Dated: July 1, 2014

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

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

In connection with the Quarterly Report of Marathon Patent Group, Inc. (the "Company") on Form 10-Q/A for the period ended March 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Doug Croxall, Chief Executive Officer and Chairman (Principal Executive Officer) of the Company, certifies, pursuant to 18 U.S.C. section 1350 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 results of operations of the Company.

Date: July 1, 2014

By: /s/ Doug Croxall
Doug Croxall
Chief Executive Officer and Chairman (Principal
Executive Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**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 Quarterly Report of Marathon Patent Group, Inc. (the "Company") on Form 10-Q/A for the period ended March 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Francis Knuettel II, Chief Financial Officer, Secretary and Director (Principal Financial Officer) of the Company, certifies, pursuant to 18 U.S.C. section 1350 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 results of operations of the Company.

Date: July 1, 2014

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

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

