

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

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**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

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Date of Report (Date of earliest event reported): November 18, 2013

**MARATHON PATENT GROUP, INC.**

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or other jurisdiction  
of incorporation)

000-54652

(Commission File Number)

01-0949984

(IRS Employer Identification No.)

2331 Mill Road, Suite 100  
Alexandria, VA

(Address of principal executive offices)

22314

(Zip Code)

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

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

Copies to:

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

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

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

On November 18, 2013, Marathon Patent Group, Inc., a Nevada corporation (the “Company”), entered into Amendment No. 1 to the Executive Employment Agreement with Doug Croxall, the Company’s Chief Executive Officer and Chairman (“Amendment”). Pursuant to the Amendment, the term of the Croxall Agreement shall be extended to November 14, 2017 and (ii) Mr. Croxall’s annual base salary shall be increased to \$480,000.00, subject to a 3% increase every year, commencing on November 14, 2014.

On November 18, 2013, the Company entered into an 2 year Executive Employment Agreement with Richard Raisig (“Raisig Agreement”), pursuant to which Mr. Raisig shall serve as the Chief Financial Officer of the Company, effective December 3, 2013. Pursuant to the terms of the Raisig Agreement, Mr. Raisig shall receive a base salary at an annual rate of \$250,000.00 and an annual bonus up to 100% of Mr. Raisig’s base salary as determined by the Compensation Committee of the Board. As further consideration for Mr. Raisig’s services, the Company agreed to issue Mr. Raisig ten (10) year stock options to purchase an aggregate of 115,000 shares of common stock, with a strike price of \$5.70 per share, vesting in twenty-four (24) equal installments on each monthly anniversary of the date of the Raisig Agreement, provided Mr. Raisig is still employed by the Company on each such date. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

On November 18, 2013, the Company entered into a Consulting Agreement with Jeff Feinberg (“Consulting Agreement”), pursuant to which Mr. Feinberg shall provide certain public relations services to the Company. As consideration, Mr. Feinberg shall be issued 100,000 shares of the Company’s restricted common stock; 50% of which shall vest on the one-year anniversary of the Consulting Agreement and the remaining 50% of which shall vest on the second year anniversary of the Consulting Agreement. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

The forgoing description of the principal terms of the Amendment, the Raisig Agreement and the Consulting Agreement is a general description only, does not purport to be complete, and is qualified in its entirety by reference to the terms of the Amendment, the Raisig Agreement and the Consulting Agreement attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, which is incorporated herein by this reference.

## **ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES**

The information set forth in Item 1.01 is incorporated by reference into Item 3.02.

On November 18, 2013, the Board of Directors of the Company approved a grant of ten (10) year stock options to purchase an aggregate of 100,000 shares of common stock to Doug Croxall, with a strike price of \$5.93 per share (representing the closing price on the date of grant), vesting in twenty-four (24) equal installments on each monthly anniversary of the date of grant. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933 by virtue of Section 4(2) thereof, as a transaction by an issuer not involving a public offering.

## **ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS**

On November 18, 2013, the Board of Directors appointed Mr. Richard Raisig to serve as the Company’s Chief Financial Officer, effective December 3, 2013.

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*Richard Raisig*

From April to December 2013, Mr. Raisig performed CFO Consulting work for technology companies. From January to April 2013, Mr. Raisig was the CFO of Petrosonic Energy Inc., a publicly traded Canadian start-up energy technology company with operations in Albania. From 2009 through 2012, Mr. Raisig was CFO of Connexed Technologies, Inc., a private start-up technology company developing and marketing offsite storage and access services for surveillance video in a hosted environment. From 2007 to 2009, Mr. Raisig was CFO of Aurora Systems, Inc., a venture backed start-up fabless semiconductor company in the micro-display space. From 1986 to 2006, Mr. Raisig was CFO of Microvision, Inc., a publicly traded start-up technology company in the micro-display space. Mr. Raisig has a BA in Economics from the University of California, Irvine and an MBA from the University of Southern California.

There is no family relationship between Mr. Raisig and any of our other officers and directors. There are no understandings or arrangements between Mr. Raisig and any other person pursuant to which Mr. Raisig was appointed as the Chief Financial Officer.

Terms of the Raisig Agreement and the compensatory arrangements between the Company and Mr. Raisig are set forth in Item 1.01 and are incorporated by reference into Item 5.02.

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

Effective December 3, 2013, concurrent with the appointment of Mr. Richard Raisig as the Company's Chief Financial Officer, Mr. John Stetson, the Company's current Chief Financial Officer, will stop serving as the Company's Chief Financial Officer and take the position of Executive Vice President. The change of position is not in connection with any known disagreement with the Company on any matter.

***Compensatory Arrangements of Doug Croxall***

Terms of the Amendment and the compensatory arrangements between the Company and Mr. Raisig are set forth in Items 1.01 and 3.02 and are incorporated by reference into Item 5.02.

In addition, on November 18, 2013, the Board of Directors approved a cash bonus of \$350,000 to Mr. Croxall, 50% of which shall be payable within three (3) days of execution of the Amendment and 50% of which shall be payable on or before February 1, 2014.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

(d) Exhibits.

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

<b>Exhibit No.</b>	<b>Description</b>
10.1	Amendment No. 1 to the Executive Employment Agreement by and between Marathon Patent Group, Inc. and Doug Croxall dated November 18, 2013
10.2	Executive Employment Agreement by and between Marathon Patent Group, Inc. and Richard Raisig dated November 18, 2013
10.3	Consulting Agreement by and between Marathon Patent Group, Inc. and Jeff Feinberg dated November 18, 2013

## SIGNATURES

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

Date: November 22, 2013

**MARATHON PATENT GROUP, INC.**

By: /s/ Doug Croxall

Name: Doug Croxall

Title: Chief Executive Officer



**AMENDMENT NO. 1**

**TO**

**EXECUTIVE EMPLOYMENT AGREEMENT**

This Amendment No. 1 to the Executive Employment Agreement ("Amendment"), dated November 14, 2013, is by and between Marathon Patent Group Inc., a Nevada corporation with an address c/o National Corporate Research Ltd, 2020 South Minnesota Street, Carson City, Nevada 89703 (the "Company"), and Doug Croxall, an individual with a mailing address of 2331 Mill Road, Suite 100, Alexandria, Virginia 22314 (the "Executive").

**WHEREAS**, the parties entered into an Executive Employment Agreement on November 14, 2012 (the "Employment Agreement"); and

**WHEREAS**, the parties wish to amend the Employment Agreement as set forth below, with the understanding that all other provisions of the Employment Agreement shall remain unchanged;

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Section 2 of the Employment Agreement shall be amended in its entirety to read as follows:

Term. The term of this Agreement shall commence on the Effective Date and shall continue until November 14, 2017. "Employment Period" shall mean the initial term plus the renewal period, if any.

2. Section 4 of the Employment Agreement shall be amended in its entirety to read as follows:

Base Salary. For all services to be rendered by Executive pursuant to this Agreement, the Company agrees to pay Executive during the Employment Period an initial base salary (the "Base Salary") at an annual rate of \$350,000. Commencing on November 14, 2013, the Base Salary shall be increased to \$480,000, subject to a 3% increase every year thereafter during the Employment Period. The Base Salary shall be paid in periodic installments in accordance with the Company's regular payroll practices.

2. The terms and conditions of all other sections of the Employment Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of November 14, 2013.

[Signature Page Follows]

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[Signature Page to the Amendment No. 1 to Executive Employment Agreement]

MARATHON PATENT GROUP, INC.

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

DOUG CROXALL

/s/ Doug Croxall



## EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of the 18<sup>th</sup> day of November, 2013 and effective as of the 3<sup>rd</sup> day of December, 2013 (the "Effective Date"), by and between Marathon Patent Group, Inc. a Nevada corporation with an address at 2331 Mill Road, Suite 100, Alexandria, Virginia 22314, and Richard Raisig, with an address at 395 East O'Keefe Street #14, East Palo Alto, CA 94303 ("Executive").

### WITNESSETH:

WHEREAS, Executive desires to be employed by the Company as its Chief Financial Officer and the Company wishes to employ Executive in such capacity;

NOW, THEREFORE, in consideration of the foregoing recitals and the respective covenants and agreements of the parties contained in this document, the Company and Executive hereby agree as follows:

1. Employment and Duties. The Company agrees to employ and Executive agrees to serve as the Company's Chief Financial Officer. The duties and responsibilities of Executive shall include the duties and responsibilities as the Chief Executive Officer may from time to time reasonably assign to Executive.

Executive shall devote substantially all of his working time and efforts during the Company's normal business hours to the business and affairs of the Company and its subsidiaries and to the diligent and faithful performance of the duties and responsibilities duly assigned to him pursuant to this Agreement.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years and shall be automatically renewed for successive one (1) year periods thereafter unless either party provides the other party with written notice of his or its intention not to renew this Agreement at least three (3) months prior to the expiration of the initial term or any renewal term of this Agreement, as applicable. "Employment Period" shall mean the initial two (2) year term plus renewal periods, if any.

3. Place of Employment. Executive's job site shall be in the San Francisco, California metropolitan area until such time that Executive is relocated to the Los Angeles, California metropolitan area as contemplated pursuant to this Section 3 and Section 9 of this Agreement. Executive agrees to relocated to the Los Angeles, California metropolitan area no later than December 2, 2013. The parties acknowledge, however, that Executive may be required to travel in connection with the performance of his duties hereunder.

4. Base Salary. For all services to be rendered by Executive pursuant to this Agreement, the Company agrees to pay Executive during the Employment Period an initial base salary (the "Base Salary") of \$250,000.00 per annum. The Base Salary shall be paid in periodic installments in accordance with the Company's regular payroll practices.

5. Bonuses. During the Employment Period, Executive shall be entitled to an annual bonus up to 100% of your Base Salary (the "Annual Bonus") if the Company meets or exceeds criteria adopted by the Compensation Committee of the Board of Directors (the "Compensation Committee") for earning bonuses. Bonuses shall be paid by the Company to Executive promptly after determination that the relevant targets have been met, it being understood that the attainment of any financial targets associated with any bonus shall not be determined until following the completion of the Company's annual audit and public announcement of such results, which shall in no event occur later than March 15<sup>th</sup> of any calendar year. The "Target Bonus" for Executive shall be established by the Compensation Committee with respect to each calendar year during the Employment Period. The Compensation Committee may provide for lesser or greater percentage bonus payments for Executive upon achievement of partial or additional criteria established or determined by the Compensation Committee from time to time.

6. Severance Payments. Upon termination of Executive's employment prior to expiration of the Employment Period unless Executive's employment is terminated for Cause or Executive terminates his employment without Good Reason (a "Severance Trigger Event"), Executive shall be entitled to be paid such Base Salary, Bonus and coverage under any Benefit Plans (the "Separation Payment") as Executive would have been entitled had his employment or this Agreement not been terminated for twelve (12) months from the date of termination (the "Separation Period"); provided, however, in the event that the Severance Trigger Event shall occur within the first 90 days after the Effective Date, then the Separation Payment shall be an amount equal to 25% of the Executive's Annual Base Salary and the Executive shall be entitled to participate in the Company's Benefit Plans for a period of ninety (90) days after the date of the Severance Trigger Event.

7. Equity Awards. Executive shall be eligible for such grants of awards under the Company's 2012 Equity Incentive Plan (or any successor or replacement plan adopted by the Board of Directors and approved by the stockholders of the Company) (the "Plan") as the Compensation Committee may from time to time determine and as set forth below (the "Share Awards"). Share Awards shall be subject to the applicable Plan terms and conditions, provided, however, that Share Awards shall be subject to any additional terms and conditions as are provided herein or in any award certificate(s), which shall supersede any non-conflicting provisions governing Share Awards provided under the Plan.

Executive shall be awarded ten (10) year stock options to purchase an aggregate of 115,000 shares of Common Stock, with a strike price of \$5.70 per share, vesting in twenty-four (24) equal installments on each monthly anniversary of the Effective Date, provided Executive is still employed by the Company on each such date (the "2013 Option Award"). Any unvested portion of the 2013 Option Award shall immediately vest if (i) Executive's employment or this Agreement is terminated by Executive for Good Reason or by the Company without Cause, or (ii) upon termination by the Company within six months following the occurrence of a Change of Control.

8. Clawback Rights. The Annual Bonus shall be subject to the Company Clawback Rights (as defined below). "Company Clawback Rights" shall be defined as follows: In the event that the Company shall restate or revise any previously announced prior period earnings or other results as from which any Annual Bonus to Executive shall have been determined, any Annual Bonus resulting from such earnings or results shall be adjusted to retroactively take into account the restated or revised earnings or results, and any excess Annual Bonus resulting from such restated or revised earnings or results shall be immediately surrendered to the Company. The Company shall have the right to take any and all action to effectuate the Company Clawback Rights without further action by Executive by way of setoff. All determinations by the Compensation Committee with respect to the Clawback Rights shall be final and binding on the Company and Executive. The parties acknowledge it is their intention that the foregoing Clawback Rights as relates to Restatements conform in all respects to the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd Frank Act") and requires recovery of all "incentive-based" compensation, pursuant to the provisions of the Dodd Frank Act and any and all rules and regulations promulgated thereunder from time to time in effect. Accordingly, the terms and provisions of this Agreement shall be deemed automatically amended from time to time to assure compliance with the Dodd Frank Act and such rules and regulation as hereafter may be adopted and in effect.

9. Expenses. Executive shall be entitled to prompt reimbursement by the Company for all reasonable ordinary and necessary travel, entertainment, and other expenses incurred by Executive while employed (in accordance with the policies and procedures established by the Company for its senior executive officers) in the performance of his duties and responsibilities under this Agreement; provided, that Executive shall properly account for such expenses in accordance with Company policies and procedures. Additionally, Executive shall be reimbursed for relocation expenses up to an allowance of \$15,000.

10. Other Benefits. During the term of this Agreement, Executive shall be eligible to participate in incentive, savings, retirement (401(k)), and welfare benefit plans, including, without limitation, health, medical, dental, vision, life (including accidental death and dismemberment) and disability insurance plans (collectively, "Benefit Plans"), in substantially the same manner and at substantially the same levels as the Company makes such opportunities available to the Company's managerial or salaried executive employees. The Company shall pay one hundred (100%) percent of the cost of individual and dependent coverage for Executive and his dependents.

11. Vacation. During the term of this Agreement, Executive shall be entitled to accrue, on a pro rata basis, fifteen (15) paid vacation days per year. Vacation shall be taken at such times as are mutually convenient to Executive and the Company and no more than fifteen (15) consecutive days shall be taken at any one time without the advance approval of the Board of Directors.

12. Equity Incentive Plan. Executive shall be eligible for such additional grants of awards under the Equity Incentive Plan as the Compensation Committee or the Board of Directors may from time to time determine

13. Termination of Employment.

(a) Death. If Executive dies during the Employment Period, this Agreement and Executive's employment with the Company shall automatically terminate and the Company shall have no further obligations to Executive or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay to Executive's heirs, administrators or executors any earned but unpaid Base Salary and vacation pay, unpaid *pro rata* annual bonus through the date of death and reimbursement of any and all reasonable expenses paid or incurred by Executive in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(b) Disability. In the event that, during the term of this Agreement Executive shall be prevented from performing his duties and responsibilities hereunder to the full extent required by the Company by reason of Disability (as defined below), this Agreement and Executive's employment with the Company shall automatically terminate and the Company shall have no further obligations or liability to Executive or his heirs, administrators or executors with respect to compensation and benefits accruing thereafter, except for the obligation to pay Executive or his heirs, administrators or executors any earned but unpaid Base Salary, unpaid *pro rata* annual bonus and unused vacation days accrued through Executive's last date of Employment with the Company and reimbursement of any and all reasonable expenses paid or incurred by Executive in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions through the last date of Executive's employment with the Company. For purposes of this Agreement, "Disability" shall mean a physical or mental disability that prevents the performance by Executive, with or without reasonable accommodation, of his duties and responsibilities hereunder for a period of not less than an aggregate of three (3) months during any twelve (12) consecutive months.

(c) Cause.

(1) At any time during the Employment Period, the Company may terminate this Agreement and Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (a) the willful and continued failure of Executive to perform substantially his duties and responsibilities for the Company (other than any such failure resulting from Executive's death or Disability) after a written demand by the Board of Directors for substantial performance is delivered to Executive by the Company, which specifically identifies the manner in which the Board of Directors believes that Executive has not substantially performed his duties and responsibilities, which willful and continued failure is not cured by Executive within thirty (30) days of his receipt of such written demand; (b) the conviction of, or plea of guilty or *nolo contendere* to, a felony, (c), violation of Sections 14 or 15 of this Agreement, or (d) fraud, dishonesty or gross misconduct which is materially and demonstratively injurious to the Company. Termination under clauses (b), (c) or (d) of this Section 13(c)(1) shall not be subject to cure. In addition, Executive's spouse and minor children shall be entitled to continued coverage for a period of one (1) year following the termination of employment without Cause, at the Company's expense, under all health, medical, dental and vision insurance plans in which Executive was a participant immediately prior to his last date of employment with the Company.

(2) Upon termination of this Agreement for Cause, the Company shall have no further obligations or liability to Executive or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay Executive any earned but unpaid Base Salary and vacation pay, and reimbursement of any and all reasonable expenses paid or incurred by Executive in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(d) Good Reason.

(1) At any time during the term of this Agreement, subject to the conditions set forth in Section 13(d)(2) below, Executive may terminate this Agreement and Executive's employment with the Company for "Good Reason." For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following events: (A) the assignment, without Executive's consent, to Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed on the Effective Date; (B) the assignment, without Executive's consent, to Executive of a title that is different from and subordinate to the title Chief Operating Officer; (C) any termination of Executive's employment by the Company within twelve (12) months after a Change of Control, other than a termination for Cause, death or Disability; or (D) material breach by the Company of this Agreement.

(2) Executive shall not be entitled to terminate this Agreement for Good Reason unless and until he shall have delivered written notice to the Company of his intention to terminate this Agreement and his employment with the Company for Good Reason, which notice specifies in reasonable detail the circumstances claimed to provide the basis for such termination for Good Reason, and the Company shall not have eliminated the circumstances constituting Good Reason within thirty (30) days of its receipt from Executive of such written notice.

(3) In the event that Executive terminates this Agreement and his employment with the Company for Good Reason, the Company shall pay or provide to Executive (or, following his death, to Executive's heirs, administrators or executors): (A) any earned but unpaid Base Salary, unpaid *pro rata* annual bonus and unused vacation days accrued through Executive's last day of employment with the Company; (B) continued coverage, at the Company's expense, under all Benefits Plans in which Executive was a participant immediately prior to his last date of employment with the Company, or, in the event that any such Benefit Plans do not permit coverage of Executive following his last date of employment with the Company, under benefit plans that provide no less coverage than such Benefit Plans, for a period of twelve (12) months following the termination of employment; (C) reimbursement of any and all reasonable expenses paid or incurred by Executive in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date; (D) the Base Salary, as in effect immediately prior to Executive's termination hereunder, and a bonus, equal in amount to the annual bonus for the prior year prorated for the remaining months of the Employment Period [John –we can discuss], , during the remainder of the Employment Period; and (E) if such termination for Good Reason occurs following a Change of Control, such Base Salary, Bonus and coverage under any Benefit Plans as Executive would have been entitled had his employment or this Agreement not been terminated for Good Reason, for the Separation Period. All payments due hereunder shall be payable according to the Company's standard payroll procedures. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(e) Without “Good Reason” by Executive. At any time during the term of this Agreement, Executive shall be entitled to terminate this Agreement and Executive’s employment with the Company without Good Reason by providing prior written notice of at least thirty (30) days to the Company. Upon termination by Executive of this Agreement or Executive’s employment with the Company without Good Reason, the Company shall have no further obligations or liability to Executive or his heirs, administrators or executors with respect to compensation and benefits thereafter, except for the obligation to pay Executive any earned but unpaid Base Salary, unused vacation days accrued through Executive’s last day of employment with the Company and reimbursement of any and all reasonable expenses paid or incurred by Executive in connection with and related to the performance of his duties and responsibilities for the Company during the period ending on the termination date. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions.

(f) Change of Control. For purposes of this Agreement, “Change of Control” shall mean the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) of 50% or more of the shares of the outstanding Common Stock of the Company, whether by merger, consolidation, sale or other transfer of shares of Common Stock (other than a merger or consolidation where the stockholders of the Company prior to the merger or consolidation are the holders of a majority of the voting securities of the entity that survives such merger or consolidation), or (ii) a sale of all or substantially all of the assets of the Company, provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (A) any acquisitions of Common Stock or securities convertible into Common Stock directly from the Company, or (B) any acquisition of Common Stock or securities convertible into Common Stock by any employee benefit plan (or related trust) sponsored by or maintained by the Company.

14. Confidential Information.

- (a) Disclosure of Confidential Information. Executive recognizes, acknowledges and agrees that he has had and will continue to have access to secret and confidential information regarding the Company, its subsidiaries and their respective businesses (“Confidential Information”), including but not limited to, its products, methods, formulas, patents, sources of supply, customer dealings, data, know-how, trade secrets and business plans, provided such information is not in or does not hereafter become part of the public domain, or become known to others through no fault of Executive. Executive acknowledges that such information is of great value to the Company, is the sole property of the Company, and has been and will be acquired by him in confidence. In consideration of the obligations undertaken by the Company herein, Executive will not, at any time, during or after his employment hereunder, reveal, divulge or make known to any person, any information acquired by Executive during the course of his employment, which is treated as confidential by the Company, and not otherwise in the public domain. The provisions of this Section 14 shall survive the termination of Executive’s employment hereunder.

(b) Executive affirms that he does not possess and will not rely upon the protected trade secrets or confidential or proprietary information of any prior employer(s) in providing services to the Company or its subsidiaries.

(c) In the event that Executive's employment with the Company terminates for any reason, Executive shall deliver forthwith to the Company any and all originals and copies, including those in electronic or digital formats, of Confidential Information.

15. Non-Competition and Non-Solicitation.

(a) Executive agrees and acknowledges that the Confidential Information that Executive has already received and will receive is valuable to the Company and that its protection and maintenance constitutes a legitimate business interest of the Company, to be protected by the non-competition restrictions set forth herein. Executive agrees and acknowledges that the non-competition restrictions set forth herein are reasonable and necessary and do not impose undue hardship or burdens on Executive. Executive also acknowledges that the products and services developed or provided by the Company, its affiliates and/or its clients or customers are or are intended to be sold, provided, licensed and/or distributed to customers and clients in and throughout the United States (the "Territory") (to the extent the Company comes to operate, either directly or through the engagement of a distributor or joint or co-venturer, or sell a significant amount of its products and services to customers located, in areas other than the United States during the term of the Employment Period, the definition of Territory shall be automatically expanded to cover such other areas), and that the Territory, scope of prohibited competition, and time duration set forth in the non-competition restrictions set forth below are reasonable and necessary to maintain the value of the Confidential Information of, and to protect the goodwill and other legitimate business interests of, the Company, its affiliates and/or its clients or customers.

(b) Executive hereby agrees and covenants that he shall not, without the prior written consent of the Company, directly or indirectly, in any capacity whatsoever, including, without limitation, as an employee, employer, consultant, principal, partner, shareholder, officer, director or any other individual or representative capacity (other than a holder of less than two (2%) percent of the outstanding voting shares of any publicly held company), or whether on Executive's own behalf or on behalf of any other person or entity or otherwise howsoever, during the Employment Period and thereafter to the extent described below, within the Territory:

(1) Engage, own, manage, operate, control, be employed by, consult for, participate in, or be connected in any manner with the ownership, management, operation or control of any business in competition with the business of the Company;

(2) Recruit, solicit or hire, or attempt to recruit, solicit or hire, any employee, or independent contractor of the Company to leave the employment (or independent contractor relationship) thereof, whether or not any such employee or independent contractor is party to an employment agreement;

(3) Attempt in any manner to solicit or accept from any customer of the Company, with whom the Company had significant contact during Executive's employment by the Company (whether under this Agreement or otherwise), business of the kind or competitive with the business done by the Company with such customer or to persuade or attempt to persuade any such customer to cease to do business or to reduce the amount of business which such customer has customarily done or might do with the Company, or if any such customer elects to move its business to a person other than the Company, provide any services (of the kind or competitive with the business of the Company) for such customer, or have any discussions regarding any such service with such customer, on behalf of such other person; or

(4) Interfere with any relationship, contractual or otherwise, between the Company and any other party, including, without limitation, any supplier, distributor, co-venturer or joint venturer of the Company to discontinue or reduce its business with the Company or otherwise interfere in any way with the business of the Company.

With respect to the activities described in Paragraphs (1), (2), (3) and (4) above, the restrictions of this Section 15(b) shall continue during the Employment Period, during the Separation Period and until one (1) year following the termination of this Agreement or of Executive's employment with the Company (including upon expiration of this Agreement), whichever occurs later, except for Paragraph (1) as to which such restriction shall terminate six months following the date of termination, unless this Agreement or Executive's employment was terminated by Executive for Good Reason or by Company without Cause.

16. Section 409A.

Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and "specified employee" within the meaning of Section 409A of the Code and any final regulations and guidance promulgated thereunder ("Section 409A") at the time of Executive's termination, then only that portion of the severance and benefits payable to Executive pursuant to this Agreement, if any, and any other severance payments or separation benefits which may be considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits"), which (when considered together) do not exceed the Section 409A Limit (as defined herein) may be made within the first six (6) months following Executive's termination of employment in accordance with the payment schedule applicable to each payment or benefit. For these purposes, each severance payment is hereby designated as a separate payment and will not collectively be treated as a single payment. Any portion of the Deferred Compensation Separation Benefits in excess of the Section 409A Limit otherwise due to Executive on or within the six (6) month period following Executive's termination will accrue during such six (6) month period and will become payable in a lump sum payment on the date six (6) months and one (1) day following the date of Executive's termination of employment. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following termination but prior to the six (6) month anniversary of Executive's date of termination, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit. It is the intent of this Agreement to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

For purposes of this Agreement, "Section 409A Limit" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Company's taxable year preceding the Company's taxable year of Executive's termination of employment as determined under Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any IRS guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

17. Miscellaneous.

(a) Executive acknowledges that the services to be rendered by him under the provisions of this Agreement are of a special, unique and extraordinary character and that it would be difficult or impossible to replace such services. Furthermore, the parties acknowledge that monetary damages alone would not be an adequate remedy for any breach by Executive of Section 14 or Section 15 of this Agreement. Accordingly, Executive agrees that any breach or threatened breach by him of Section 14 or Section 15 of this Agreement shall entitle the Company, in addition to all other legal remedies available to it, to apply to any court of competent jurisdiction to seek to enjoin such breach or threatened breach. The parties understand and intend that each restriction agreed to by Executive hereinabove shall be construed as separable and divisible from every other restriction, that the unenforceability of any restriction shall not limit the enforceability, in whole or in part, of any other restriction, and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. In the event that any restriction in this Agreement is more restrictive than permitted by law in the jurisdiction in which the Company seeks enforcement thereof, such restriction shall be limited to the extent permitted by law. The remedy of injunctive relief herein set forth shall be in addition to, and not in lieu of, any other rights or remedies that the Company may have at law or in equity.

(b) Neither Executive nor the Company may assign or delegate any of their rights or duties under this Agreement without the express written consent of the other; *provided, however*, that the Company shall have the right to delegate its obligation of payment of all sums due to Executive hereunder, provided that such delegation shall not relieve the Company of any of its obligations hereunder.

(c) This Agreement constitutes and embodies the full and complete understanding and agreement of the parties with respect to Executive's employment by the Company, supersedes all prior understandings and agreements, whether oral or written, between Executive and the Company, and shall not be amended, modified or changed except by an instrument in writing executed by the party to be charged. The invalidity or partial invalidity of one or more provisions of this Agreement shall not invalidate any other provision of this Agreement. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

(d) This Agreement shall inure to the benefit of, be binding upon and enforceable against, the parties hereto and their respective successors, heirs, beneficiaries and permitted assigns.

(e) The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by reputable national overnight delivery service (e.g. Federal Express) for overnight delivery to the party at the address set forth in the preamble to this Agreement, or to such other address as either party may hereafter give the other party notice of in accordance with the provisions hereof. Notices shall be deemed given on the sooner of the date actually received or the third business day after deposited in the mail or one business day after deposited with an overnight delivery service for overnight delivery.

(g) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws and each of the parties hereto irrevocably consents to the jurisdiction and venue of the federal and state courts located in the County and State of New York.

(h) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument. The parties hereto have executed this Agreement as of the date set forth above.

(i) Executive represents and warrants to the Company, that he has the full power and authority to enter into this Agreement and to perform his obligations hereunder and that the execution and delivery of this Agreement and the performance of his obligations hereunder will not conflict with any agreement to which Executive is a party.

**[Signature page follows immediately]**

IN WITNESS WHEREOF, Executive and the Company have caused this Executive Employment Agreement to be executed as of the date first above written.

MARATHON PATENT GROUP, INC.

/s/ Doug Croxall

Name: Doug Croxall

Title: Chief Executive Officer

By: /s/ Richard Raisig

Richard Raisig

Executive



# MARATHON

## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this “**Agreement**”) is entered into as of November 18, 2013, by and between Marathon Patent Group, Inc., a Nevada corporation (the “**Company**”) and Jeff Feinberg, an individual (the “**Consultant**”).

WHEREAS, the Company desires to engage Consultant to provide certain Services (as defined in **Section 3** below) for compensation, and Consultant desires to provide the Services to the Company, upon the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Engagement.** The Company hereby engages Consultant to provide the Services during the Term (as defined below), and Consultant hereby accepts such engagement to provide the Services during the Term (the “**Engagement**”).

2. **Term of Engagement; Termination.**

a. **Term.** The Engagement shall commence on the date hereof and shall terminate on the third anniversary of the date hereof, unless earlier terminated in accordance with **Section 2(b)** below (the “**Term**”).

b. **Termination.** The Company may terminate this Agreement at any time upon thirty (30) days prior written notice of such termination to the other party.

c. **Effect of Termination.** In the event of a termination of this Agreement, (i) Consultant shall still be entitled to receive all of the vested Options (as defined in **Section 4**) but all unvested Options shall be forfeited and (ii) the Company shall reimburse Consultant for all expenses previously approved by the Company incurred by Consultant in connection with Consultant’s Engagement.

3. **Services to be Provided by Consultant.** During the Term, Consultant shall provide services to the Company as of the type set forth on **Exhibit A**, that are mutually agreed between Consultant and the Company (collectively, the “**Services**”). The parties hereto acknowledge and agree that the Services to be provided are in the nature of advisory services only, and Consultant shall not have any responsibility or obligation for execution of the Company’s business or any aspect thereof nor shall the Consultant have any ability to obligate or bind the Company in any respect. The Consultant shall have control over the time, method and manner of performing the Services. The Company acknowledges and agrees, that Consultant will have obligations to other third parties and other clients that may conflict with Consultants obligations to its clients and that Consultant shall not be obligated to devote any particular number of hours or times to the business of the Company.

4. **Compensation.** In consideration for the Services to be provided hereunder, Consultant shall receive, promptly after the execution of this Agreement, as a consulting fee, an option to acquire 100,000 shares of the Company's common stock, par value \$0.0001 per share (the "**Options**") in the form attached as Annex B. The Options shall vest 33% on the one-year anniversary of the date of issuance, 33% on the two-year anniversary of the date of issuance and 34% on the three-year anniversary of the date of issuance. The exercise price shall be based on the closing price of the Company's common stock on the date the Options grant shall be approved by the Company's Board of Directors. The Company agrees to register the exercise of the options in a Registration Statement on Form S-8 and that such registration statement will remain in effect until the expiration of the Options.

5. **Expenses.** The Company shall reimburse Consultant for all reasonable expenses incurred by Consultant in providing the Services hereunder no later than thirty (30) days after the submission of an invoice evidencing such expenses in a form reasonably satisfactory to the Company; provided that the Company shall not be obligated to reimburse Consultant for expenses if incurred without the Company's prior written approval.

6. **Independent Contractor Status.** It is understood and agreed that in the performance of the Services hereunder, Consultant is acting as an independent contractor and not as an agent or employee of, or partner, joint venture or in any other relationship with, the Company. Consultant acknowledges that no income, social security or other taxes will be withheld or accrued by the Company, on Consultant's behalf. Neither the Company nor Consultant has the authority to bind the other in any agreement without the prior written consent of the entity to be bound.

7. **Confidentiality.** In connection with Consultant's Engagement, it is contemplated that the Company will not supply Consultant with non-public or proprietary information concerning the Company and its business and operations and affiliates without the prior written agreement of Consultant to receive such Confidential Information ("**Confidential Information**").

8. **Legal Representation.** Each party hereto acknowledges that it has been represented by independent legal counsel in the preparation of the Agreement. Each party recognizes and acknowledges that counsel to the Company has represented Consultant in connection with various legal matters and each party waives any conflicts of interest or other allegations that it has not been represented by its own counsel.

9. **General Terms.**

a. Any notice to be given hereunder by a party to any other party hereto may be effectuated in writing by personal delivery, by mail, registered or certified, postage prepaid, with return receipt requested, or by facsimile or other electronic transmission and addressed to such party at the address set forth on the signature page below.

b. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid or enforceable, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect.

c. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations and enforcement of this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York for the adjudication of any dispute hereunder or in connection herewith or with respect to the enforcement of this Agreement, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by delivering a copy thereof via overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof.

d. This Agreement embodies the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, arrangements or understandings with respect to the subject matter hereof, whether oral or written.

e. This Agreement may not be modified except in a writing signed by the parties hereto.

f. No term of this Agreement may be waived, except in a writing signed by the party hereto entitled to the benefit of such term.

g. Each party hereto represents and agrees that such party is authorized to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may not be assigned by any party.

h. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Consultant, Jeff Feinberg

Marathon Patent Group, Inc.

/s/ Jeff Feinberg

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

Address for Notice:

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **EXHIBIT A**

### **Services**

Consult with and assist the Company in developing and implementing appropriate plans and means for presenting the Company and its business plans, strategy and personnel to the financial community and creating the foundation for subsequent financial public relations efforts.

The Consultant may also decide, at his sole discretion, to attend a non-funding "Road Show" to assist in the presentation of the Company to potential investors. Additionally, the Consultant may, at the Company's request, review business plans, strategies, mission statements, budgets, proposed transactions and other plans for the purpose of advising the Company of the public relations implications thereof.

